

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 173-D114-1
173-D114-T

Lyle H. Rusnell and wife, Maxine
NAME OF GRANTOR
Easement | 4-4-56 | 10-4-56 | 123 | 174 |
KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

ACCOUNT NO. 4540104

MAP 8

FORM 321 MULT

Parcel #52-53-55

Recorded 4th day of Oct. 1956 at 3 o'clock P.M.
A.D. 1956 at 3 o'clock P.M.
Liber. 123 Page 174

RIGHT OF WAY

LIBER 123 PAGE 174

Annabelle French
Register of Deeds

Lyle H. Rusnell, also known as Lyle Rusnell, and Maxine Rusnell, his wife, and in her own right... first part 123... in consideration of One Dollar (\$1.00) to them... paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel S. of land, including all public highways upon or adjacent to said parcel S. of land, which parcels are situate in the Township... of Star... County of Antrim... and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section fifteen (15) and the North one-half (1/2) of the Northwest one-quarter (1/4) of Section twenty-two (22) all being in Township thirty (30) North, Range five (5) West, and also the Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-two (22), Township thirty (30) North, Range five (5) West.

The route to be taken by said lines of poles, wire, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route on, over and across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 200 ft East of the North-&South quarter line of Section 14, Township 30 North, Range 5 West, at a point not more than 200 ft South of the East-&West quarter line of said Section, running thence Southwesterly to a point not more than 100 ft West of the North-&South quarter line of Section 22 of said township at a point not more than 400 ft nor less than 200 ft South of the North line of Section 22, thence Southwesterly to a point not more than 300 ft West of the East North-&South eighth line of Section 21 of said township at a point not more than 300 ft South of the East-&West quarter line of said Section 21.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized. Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand and seal of the part 1st of the first part, this 4th day of April, 1956.

Signed, Sealed and Delivered in Presence of

James F. Miller (L.S.)
Lyle H. Rusnell (L.S.)
Ted M. Branch (L.S.)
Maxine Rusnell (L.S.)
Phyllis Rusnell (L.S.)
James F. Miller (L.S.)

STATE OF MICHIGAN)
) ss. On this 4th day of April 1956
County of Antrim) before me, a Notary Public of Newaygo County, Michigan, acting in Antrim County, personally appeared

Lyle H. Rusnell

to me known to be the same person named in and who executed the foregoing instrument, and ~~sexually~~ acknowledged the execution of the same to be his free act and deed.

Ted M. Branch
Notary Public, Newaygo Co., Mich.
My commission expires September 14, 1956

MICHIGAN		Antrim		Star	
STATE		COUNTY		TOWNSHIP	
MUNICIPALITY		SECTION 22 & 15		T30N R5W	
PLAT OR AREA					
BALANCE		\$	538	99	
TRANSFERS					
AMOUNT		\$	538	99	
ITEMS OF COST					
JOURNAL ENTRY	581				
DATE	Dec 1956				
	July 1957				
	Nov 1957				

Original Cost (See Vol. LR4, Exh. 114a, Working Papers)

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F 16061 Sheet 3 of 5 Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers _____ Yes _____
6. Other Documents _____ Yes _____