

16

TRACT 133-D114-2

MAP 9

13

Alrik J. Oslund, a single man, et al

NAME OF GRANTOR

Easement 13-27-56 7-5-56 122 51

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 051607 440104

FORM 321 MULT

2534

Parcel No. 11 Recorded 5th day of July A.D. 1956 at 10 o'clock A.M. Liber 122 Page 51

RIGHT OF WAY

122 PAGE 51

Annabelle Franklin Acting Register of Deeds

MICHIGAN STATE ANTRIM COUNTY CHESTONIA TOWNSHIP SECTION 31 T30N R6W MUNICIPALITY

PLAT OR AREA

Alrik J. Oslund, a single man; Jonas Oslund and Margret Oslund, also known as Margaret Oslund, his wife, and in her own right, 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 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 parcel S. of land situate in the Township of Chestonia County of Antrim and State of Michigan, to-wit:

The West one-half (1/2) of the Northeast one-quarter (1/4) of Section thirty-one (31); the Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section thirty-one (31) and all that part of the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) lying Northerly of Cedar River, so-called, all being in Township thirty (30) North, Range six (6) West.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate sd. route on, over and across sd. above described land, along or adjoining as near as prac. a line, which sd. line is described as beginning at a point not more than 500 ft. nor less than 300 ft. East of the East, North & South eighth line of Sec. 30, T 30 N, R 6 W, at a point not more than 700 ft. nor less than 500 ft. North of the South line of sd. Sec., running thence Southwesterly to a point not more than 500 ft. nor less than 300 ft. East of the N&S quarter line of Sec. 31 of sd. Twp., at a point not more than 350 ft. nor less than 150 ft. South of the N, E&W eighth line of sd. Sec. 31, thence Southwesterly to a point not more than 450 ft. nor less than 250 ft. West of the West, North & South eighth line of sd. Sec. 31, at a point not more than 150 ft. South of the East and West quarter line of sd. Section 31.

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 of the first part, this 27th day of March 1956

Signed, Sealed and Delivered in Presence of

James F. Miller James F. Miller Ted M. Branch Ted M. Branch

Jonas Oslund (L.S.) Margret Oslund (L.S.) Alrik J. Oslund (L.S.)

STATE OF MICHIGAN) On this 27th day of March 1956, before me, a Notary Public of Newaygo County, Michigan, acting in Antrim County, personally appeared

Jonas Oslund, Margret Oslund, Alrik J. Oslund

to me known to be the same person S. named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. 1R4, Exh. 1148, Working Papers) on Dec 1956, July 1957, and Nov 1957.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16061 Sheet 1 of 5 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Copies of Title _____
- 3. Title Search Yes
- 4. Mortgage Release _____
- 5. Tax Vouchers Yes
- 6. Other Documents _____