

TITLE DATA

CONSUMERS POWER COMPANY

Harry M. Riggs and wife, Doris A. Scott

NAME OF GRANTOR

Easement 4-12-56 17-5-56 122 52

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

ACCOUNT NO. 051601

U 540104

TRACT 135-D114-1

MAP 9

FORM 321 MULT

1297 1169 4:13

RIGHT OF WAY

LIBER 122 PAGE 52

Recorded 5th day of July A.D. 1956 at 10 o'clock A.M. Liber 122 Page 52 Annette F. ... Acting Register of Deeds

Parcel No. 13

MICHIGAN STATE ANTRIM COUNTY CHESTONIA TOWNSHIP SECTION 30 T30N R6W

PLAT OR AREA

Harry M. Riggs and Doris A. Scott Riggs, his wife, and in her own right... first part... 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... of land, including all public highways upon or adjacent to said parcels... of land, which parcels... situate in the Township... of... Chestonia... County of... Antrim... and State of Michigan, to-wit:

The South one-half (1/2) of the Southeast one-quarter (1/4) and the South one-half (1/2) of the Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirty (30), 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 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 900 ft. nor less than 700 ft. West of the East, North & South eighth line of Section 29, Township 30 North, Range 6 West, at a point not more than 700 ft. nor less than 600 ft. North of the East & West quarter line of said section, running thence Southwesterly to a point not more than 500 ft. nor less than 300 ft. East of the East, North & South eighth line of Section 30 of said Township, at a point not more than 700 ft. nor less than 500 ft. North of the South line of said Section 30, thence Southwesterly to a point not more than 500 ft. nor less than 300 ft. East of the North & South quarter line of Section 31 of said Township at a point not more than 350 ft. nor less than 150 ft. South of the North, East & West eighth line of said 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... 12th... day of... April... 1956.

Signed, Sealed and Delivered in Presence of

Essie Lawler

Essie Lawler

Ted M. Branch

Ted M. Branch

Harry M. Riggs

Harry M. Riggs

Doris A. Scott Riggs

Doris A. Scott Riggs

STATE OF MICHIGAN)) ss. County of... Genesee...)

On this 12th day of April 1956, before me, a Notary Public of Newaygo County, Michigan, acting in Genesee County, personally appeared

Harry M. Riggs and Doris A. Scott Riggs

to me known to be the same person... 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 (\$80.00) and Working Papers.

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. Trace Vouchers _____ Yes
6. Other Documents _____ Yes