

TITLE DATA

CONSUMERS POWER COMPANY

13

Irma E. Near Mason

NAME OF GRANTOR

Easement 4-4-56 7-5-56 122 53 0511007

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

ACCOUNT NO. 16 U. 540104

TRACT 136-D114-1

MAP 9

FORM 321 MULTH

2534

Parcel No. 14

Recorded 5th day of July A.D. 1956 at 10 o'clock A.M. Liber. 122 Page 53

RIGHT OF WAY

LIBER 122 PAGE 53

Amnell, Frank Acting Register of Deeds

MICHIGAN STATE ANTRIM COUNTY CHESTONIA TOWNSHIP 29 SECTION 30N TOWN R6W RANGE

PLAT OR AREA

Irma E. Near Mason first part Y... in consideration of One Dollar (\$1.00) to her 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 S. and Warrant S. 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 parcel of land, which parcel is situate in the Township of Chestonia County of Antrim and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of Section twenty-nine (29), 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 practicable a line, which sd. line is described as beg. at a pt. not more than 650 ft. nor less than 450 ft. W. of the N. and S. 1/4 line of Sec. 27, T30N, R6W at a pt. not more than 500 ft. nor less than 200 ft. S. of the N., E. and W. eighth line of said Sec., running th. W'ly to a pt. not more than 200 ft. W. of the W., N. and S. eighth line of Sec. 28 of said Twp. at a pt. not more than 750 ft. nor less than 650 ft. N. of the E. and W. quarter line of sd. Sec. 28, running th. SW'ly to a pt. not more than 100 ft. W. of the E., N. and S. eighth line of Sec. 29 of said Twp., at a pt. not more than 350 ft. nor less than 250 ft. S. of the E. and W. quarter line of said Sec. 29, running th. W. to a pt. not more than 350 ft. nor less than 250 ft. S. of the E. and W. quarter line of sd. Sec. 29 at a pt. not more than 1000 ft. nor less than 800 ft. W. of the N. and S. quarter line of Sec. 29, running th. SW'ly to a pt. not more than 500 ft. nor less than 300 ft. E. of the E., N. and S. eighth line of Sec. 30 of said Twp. at a pt. not more than 700 ft. nor less than 500 ft. N. of the S. line of sd. Sec. 30.

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 the 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 S. and seal S. of the part Y. of the first part, this 4th day of April 1956.

Signed, Sealed and Delivered in Presence of

James F. Miller Ted M. Branch

Irma E. Near Mason (L.S.)

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

Irma E. Near Mason

to me known to be the same person named in and who executed the foregoing instrument, and she acknowledged the execution of the same to be her 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. 114a, Working Papers) on Dec 1956, July 1957, and Nov 1957.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-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 TMS _____
3. TMS Count Yes
4. Mortgage Release _____
5. Tree Vouchers Yes
6. Other Documents _____