

160

13

TITLE DATA

Loren E. Downey and wife, Ethel M.

NAME OF GRANTOR

Easement 5-2-56 9-28-56 123 132

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

ACCOUNT NO. 051607 1,540104

MAP 9

FORM 321 MULT

1169 1/2

RIGHT OF WAY

LIBER 123 132

Parcel #15 Recorded 28th day of Sept. A.D. 1956 at 10 o'clock A.M. Liber 123 Page 132 Amos M. Branch Register of Deeds

MICHIGAN STATE ANtrim COUNTY CHESTONIA TOWNSHIP 29 SECTION T30N TOWN R6W RANGE MUNICIPALITY

PLAT OR AREA

Loren E. Downey and Ethel M. Downey, his wife, and in her own right first part i.e.s., 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 parcel of land, which parcel is situated in the Township of Chestonia County of Antrim and State of Michigan, to-wit:

A parcel of land described as commencing at the Northwest corner of the West 1/2 of the Southeast 1/4 of Section 29, Township 30 North, Range 6 West, running thence East on quarter line to the School House Lot, thence South to Cedar River, thence Southeasterly along the shore of Cedar River to eighth line, thence South to Section line, thence West on Section line to quarter line, thence North on quarter line to place of beginning.

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 i.e.s. of the first part, this 2nd day of May 1956.

Signed, Sealed and Delivered in Presence of

Paul H. Button Paul H. Button Ted M. Branch Ted M. Branch

Loren E. Downey Ethel M. Downey

STATE OF MICHIGAN) On this 2nd day of May 1956.) ss. before me, a Notary Public of Newaygo County, Michigan, acting in Oakland County, personally appeared Loren E. Downey and Ethel M. Downey

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. 114a, Working Papers) dated Dec 1956, July 1957, 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 TDS _____
3. TDS Search _____
4. Mortgage Release _____
5. Tree Vouchers Yes
6. Other Documents Yes