

TITLE DATA

CONSUMERS POWER COMPANY

13

Percy L. Quigley and wife, Mildred Z.

NAME OF GRANTOR

Easement

3-28-56

7-5-56

122

56

051607

ACCOUNT NO.

540104

16

TRACT 142-D114-2

MAP 9

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

Parcel No. 21

FORM 321 MULT

RIGHT OF WAY

Recorded 5th day of July A.D. 1956 at 10 o'clock A.M. Liber 122 Page 56

Annabelle Franks Acting Register of Deeds

122 PAGE 56

MICHIGAN STATE

Antrim COUNTY

Chestonia TOWNSHIP

MUNICIPALITY

28 SECTION

T30N TOWN

R6W RANGE

PLAT OR AREA

Percy L. Quigley and Mildred Z. Quigley, his wife, and in her own right first parties, 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 towers, 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:

The South one-half (1/2) of the Northeast one-quarter (1/4) and the Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-eight (28), Township thirty (30) North, Range six (6) West.

The route to be taken by said lines of towers, 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 650 ft nor less than 450 ft West of the North & South quarter line of Section 27, Township 30 North, Range 6 West, at a point not more than 500 ft nor less than 200 ft South of the North, East & West eighth line of said section, running thence Westerly to a point not more than 900 ft nor less than 700 ft West of the center line of Trunk Line Highway M-66, so-called, at a point not more than 700 ft nor less than 600 ft North of the East & West quarter line of Section 29 of said township.

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 towers, 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 parties of the first part, this 28th day of March, 1956.

Signed, Sealed and Delivered in Presence of

Ted M. Branch James F. Miller

Percy L. Quigley Mildred Z. Quigley

STATE OF MICHIGAN) County of Emmet) ss.

On this 28th day of March 1956 before me, a Notary Public of Cheboygan County, Michigan, acting in Emmet County, personally appeared

Percy L. Quigley and Mildred Z. Quigley

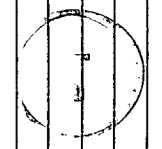
to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

James F. Miller Notary Public, Cheboygan Co., Mich. My Commission expires May 21, 1957

Table with columns for BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like 313.99 and dates Dec 1956, July 1957, Nov 1957.

BRD

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 Liber 74, Page 344
- 5. Tree Vouchers _____ Yes
- 6. Other Documents _____