

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 146-D114-1

13

Raymond M. LaPratt, et al

Easement

NAME OF GRANTOR

4-11-56

7-5-56

122

57

051607

ACCOUNT NO.

U 540104

MAP

9

FORM 321 MULT

2534

Parcel No. 24

Recorded 5th day of July A.D. 1956 at 10 o'clock A.M. Liber 122 Page 57-8

RIGHT OF WAY PER 122 PAGE 57

Annabelle Franke Acting Register of Deeds

Raymond M. LaPratt and Lillian A. LaPratt, also known as Lillian L. LaPratt, his wife, and in her own right; Thomas X. Murphy and Emily Kay Murphy, his wife, and in her own right; Henry Marshall Brown, a single man

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 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... situate in the Township... of Chestonia... County of Antrim... and State of Michigan, to-wit:

The South one-half (1/2) of the Northwest one-quarter (1/4) of Section twenty-six (26), 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 50 ft. East of the West line of Section 25, Township 30 North, Range 6 West, at a point not more than 300 ft nor less than 100 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 East of the West line of Section 26 of said township at a point not more than 500 ft nor less than 200 ft south of the North, East & West eighth line of said Section 26, thence Westerly to a point not more than 650 ft nor less than 450 ft West of the North & South quarter line of Section 27 of said township at a point not more than 500 ft nor less than 200 ft South of the North, East & West eighth line of said Section 27.

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 .S. and seal .S. of the part ies... of the first part, this... 11th... day of April... 19. 56.

Signed, Sealed and Delivered in Presence of

Bernard G. Webber, Ted M. Branch, Henry Brown, James F. Miller

Raymond M. LaPratt, Lillian A. LaPratt, Thomas X. Murphy, Emily Kay Murphy, Henry Marshall Brown

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

On this 11th day of April 19. 56, before me, a Notary Public of Newaygo County, Michigan, acting in Oakland County, personally appeared

Raymond M. LaPratt and Lillian A. LaPratt

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, and Nov 1957.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16061 Sheet 2 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. Tree Vouchers _____ Yes
6. Other Documents _____