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TITLE DATA

Erford F. Rusnell and wife, Iola C. NAME OF GRANTOR
Easement 4-4-56 7-6-56 122 106
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 4-540104

TRACT 149-D114-1

MAP 9

16

031607

FORM 321 MULTH

2534

Parcel # 27

Recorded 6th day of July A. D. 1956 at 11 o'clock A. M. Liber. 122 Page 106

RIGHT OF WAY

LIBER 122 PAGE 106

Annabelle Frankel Register of Deeds

MICHIGAN STATE | Antrim COUNTY | Chestonia TOWNSHIP
MUNICIPALITY | 25 SECTION | T30N TOWN | R6W RANGE

PLAT OR AREA

Erford F. Rusnell and Iola C. Rusnell, 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 Warranty 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 Twp. of Chestonia, County of Antrim, and State of Michigan, to-wit:

All that part of the South 1 of the Northwest 1 of Section 25, T30N, R6W, Chestonia Township, Antrim County, Michigan, which lies Northwesterly of a line described as: Beginning at a point which is N. 89 deg. 39' 14" West along the East and West 1 line of said Section 25 a distance of 344.25 feet from the intersection of the East and West 1 line of said Section 25 and the survey line of Highway US-131; thence N 64 deg. 48' 00" East, 224.30 feet more or less to a point on a line 167 feet Northwesterly of (measured at right angles) and parallel to the survey line of Highway US-131; thence N 48 deg. 05' 31" E along said line 1200 feet more or less to a point of ending, Reserving and excepting therefrom 100,000 cubic yards of borrow earth to be used by the State Highway Department for construction purposes. 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 600 ft. nor less than 400 ft West of the East, North & South Eighth line of Section 25, Township 30 North Range 6 West, at a point not more than 950 ft. nor less than 750 ft. North of the East & West one-quarter line of said section, running thence Westerly to a point not more than 50 ft. East of the West line of said section at a point not more than 300 ft. nor less than 100 ft. South of the North, East & West eighth line of said section, 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 S. of the N, E. & W. 1/8 line. 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, wires 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 Fifty Dollars (\$50.00) 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 4th day of April, 1956

Signed, Sealed and Delivered in Presence of
Ted M. Branch (Notary Public)
James F. Miller (Witness)
Erford F. Rusnell (Grantor)
Iola C. Rusnell (Grantor)

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

Erford F. Rusnell and Iola C. Rusnell
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.
James F. Miller
Notary Public, Cheboygan Co., Mich.
My commission expires May 21, 1957

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1956	581	Original Cost (See Vol. LR4, Exh. 114a, Working Papers)	\$ 738.99		\$ 738.99
July 1957	581				
Nov 1957	581				

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-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 T&Es _____
3. Title Search Yes _____
4. Mortgage Releases _____
5. Trace Vouchers Yes _____
6. Other Documents Yes _____