

13

TITLE DATA

CONSUMERS POWER COMPANY 03

Edmund R. Trombley and Cecelia M. Trombley, his wife
NAME OF GRANTOR
Easement
KIND OF INSTRUMENT
12-22-1959
DATE OF INST.
7-14-1960
DATE OF RECORD
119
LIBER
120
PAGE
MICROFILMED 1963

TRACT 471-D5-11
MAP 2

ACCOUNT NO. 11530707

KARN - LOUD TRANSMISSION LINE
Parcel No. 127
Recorded .. day of ..
A.D. 19... at .. o'clock .. M.
Liber..... Page.....
Register of Deeds

MICHIGAN | Arenac | Standish
STATE COUNTY TOWNSHIP
17 | T 18 N | R 5 E
MUNICIPALITY SECTION TOWN RANGE

Edmund R. Trombley and Cecelia M. Trombley, also known as Cecelia Trombley, 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 ~~wooden~~ 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... Standish... County of... Arenac... and State of Michigan, to-wit:

That part of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 17, Township 18 North, Range 5 East, lying Easterly of the Detroit and Mackinac Railway right of way, except a strip of land 4 rods wide off the Westerly side thereof.

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Sec. party may loc. sd. rte. on, over and acr. sd. above desc. land, alg. or adj. as near as pract. a line, wh. sd. line is desc. as beg. on the East and West 1/4 line of Sec. 20, T18N, R5E, at a point not more than 76 ft. Southeasterly of the Southeasterly line of the Detroit and Mackinac Rwy. r/w, run. th. Northeasterly to a point not more than 100 ft. North of the South line of Sec. 17 of sd. Twp. at a point not more than 700 ft. nor less than 600 ft. West of the North and South 1/4 line of sd. Sec. 17, run. th. Northerly to a point not more than 950 ft. nor less than 850 ft. North of the South line of sd. Sec. 17, at a point not more than 76 ft. Southeasterly of the Southeasterly line of the Detroit and Mackinac Rwy. r/w, run. th. Northeasterly alg. and not more than 76 ft. Southeasterly of the Southeasterly line of sd. Rwy. r/w to the East and West 1/4 line of sd. Sec. 17.

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, patrolling, improving, enlarging and maintaining such cables, conduits and ~~wires~~ 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 1st... of the first part, this 22nd day of December 1959.

Signed, Sealed and Delivered in Presence of
William B. Cardinal Jr.
William B. Cardinal, Jr.
Ted M. Branch
Ted M. Branch

Edmund R. Trombley (L.S.)
Cecelia M. Trombley (L.S.)

STATE OF MICHIGAN)
On this 22nd day of December 1959
) ss. before me, a Notary Public of Newaygo County,
County of... Arenac... Michigan, acting in Arenac County, personally appeared

Edmund R. Trombley and Cecelia M. Trombley

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, 1960

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
	440 02			440 02			Original Cost (See Vol. 1R4, Exn. 5a-1, Working Papers)		581		Dec. 1961
	\$			\$							

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16403 Sheet 5 of 9 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search Yes _____
4. Mortgage Release _____
5. Tree Voucher Yes _____