

13

TITLE DATA

Frank J. Weller, et al
NAME OF GRANTOR
Perpetual Easement 11-13-50 | 4-23-51 | 187 | 471 |
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

TRACT 45-D90-2

MAP 4

Parcel No. 49.

FORM 371 MOUTH

LIBER 187 PAGE 471

Recorded 23rd day of April
A. D. 1951 at 2:40 o'clock A. M.
Liber 187 Page 471

RIGHT OF WAY

Laudia M. Smedley
Register of Deeds

Michigan STATE | Grand Traverse COUNTY | Grant TOWNSHIP
MUNICIPALITY | 24 SECTION | T25N TOWN | R12W RANGE

PLAT OR AREA

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1952	200	Original Cost (See Vol IR4, Exhibit 90a, Working Papers)	\$ 74.05		\$ 74.05

1996 L.A.K.
389 46
Frank J. Weller, also known as Frank Weller, and Josephine Weller, his wife and in her own right; Mary Weller Weese first parties, consideration of One Dollars (\$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 ~~conduits~~ 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 Grant Township of Grand Traverse County of Grand Traverse State of Michigan, to-wit:

The South one-half ($\frac{1}{2}$) of the Southwest one-quarter ($\frac{1}{4}$) of Section twenty-four (24), Township twenty-five (25) North, Range twelve (12) West, excepting therefrom the East one (1) rod thereof.

The route to be taken by said lines of ~~conduits~~ 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 within 50 feet on either side of a line, which said line is described as beginning at a point approximately 240 feet South of the East and West quarter line of Section 13, Township 25 North, Range 12 West, at a point approximately 40 feet East of the North and South quarter line of said Section, running thence Southwesterly to a point approximately 820 feet West of the East line of Section 26 of said Township and Range at a point approximately 650 feet South of the North line of said Section 26.

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 ~~conduits~~ 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 or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such 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 13th day of November, 1950.

Signed, Sealed and Delivered in presence of

O. L. Aldrich
O. L. Aldrich
Wayne Wilson
Wayne Wilson
A. J. Trefry
A. J. Trefry
Donald F. McDonald
Donald F. McDonald
Frank J. Weller (L.S.)
Frank J. Weller
Josephine Weller (L.S.)
Josephine Weller
Mary Weller Weese (L.S.)
Mary Weller Weese

STATE OF MICHIGAN)
) ss. On this 13th. day of November 1950.
County of Grand Traverse) before me, a Notary Public of Jackson County, Michigan, acting in Grand Traverse County, personally appeared

Frank J. Weller and Josephine Weller

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.

O. L. Aldrich
Notary Public, Jackson Mich.
My commission expires November 2, 1952.

MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14923 Sheet 3 of 5 Sheets
Plan & Profile No. 14923 Sheet 10 of 24 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 _____

TITLE HISTORY

1. Frank J. Weller, et al
11-13-50. 4-23-51 187-471 Esmt
2. Consumers Power Company