

13

TITLE DATA
Elroy A. Winans & Margery L. Winans, his wife
NAME OF GRANTOR
Perpetual Easement 11-13-50 | 2-27-51 | 187 | 100 |
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

MAP 4

U.540104

FORM 321 MOUTH
35912
11/13/1950
Parcel No. 56.
Liber 187 PAGE 100
Recorded 27th day of February
A. D. 1951 at 10:00 o'clock A.M.
Liber 187 PAGE 100
Claus M. Smedley
Register of Deeds

Michigan | Grand Traverse | Grant
STATE COUNTY TOWNSHIP
| 13 | T25N | R12W
MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Elroy A. Winans and Margery L. Winans, his wife and in her own right
first part, for 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 consist-
ing of ~~wood~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-
mitting 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 Grant County of Grand Traverse
and State of Michigan, to-wit: The South one-half (1/2) of the South one-half
(1/2) of the Northeast one-quarter (1/4) of Section thirteen (13), Township twenty-five (25) North,
Range twelve (12) West.

BALANCE	TRANSFERS	AMOUNT
\$ 180 55		\$ 180 55

The route to be taken by said lines of ~~wood~~ 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 330 feet South of the East and West quarter line of
Section 5, Township 25 North, Range 11 West, at a point approximately 400 feet East of the West
line of said Section, running thence Southwesterly to 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 13, thence South-
westerly to a point approximately 820 feet West of the East line of Section 26, Township 25 North,
Range 12 West, 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 ~~wood~~ poles and other
supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and support-
ing 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 ex-
pressly 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.

ITEMS OF COST	JOURNAL ENTRY	DATE
Original Cost (See Vol LR4, Exhibit 90a Working Papers)	200	Dec 1952

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 hands and seal of the part ies of the first part, this 13th day
of November, 1950.

Signed, Sealed and Delivered in presence of
O. L. Aldrich O. L. Aldrich
Donald F. McDonald Donald F. McDonald
Elroy A. Winans Elroy A. Winans (L.S.)
Margery L. Winans Margery L. Winans (L.S.)
(L.S.)
(L.S.)

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

Elroy A. Winans and Margery L. Winans
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.
O. L. Aldrich
Notary Public, Jackson Co., Mich.
My commission expires November 2, 1952.

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50

610

MAPPED
AND
CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14923 Sheet 3 of 5 Sheets
 Plan & Profile No. 14923 Sheet 9 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 Vouchers Yes (2) _____

TITLE HISTORY

1. Elroy A. Winans & Margery L. Winans,
 his wife
 11-13-50 2-27-51 187-100 Esmt
2. Consumers Power Company