

13

TITLE DATA

CONSUMERS POWER COMPANY 16

Leslie L. Dixon & Emma E. Dixon, his wife

TRACT 53-D90-7

NAME OF GRANTOR

Perpetual Easement 11-13-50 2-5-51 186 588

ACCOUNT NO. 100.110-340.000

MAP 4

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

Parcel No. 58.

LIBER 186 PAGE 588

1996 MCF
FORM 301 MULTIM
309 50

RIGHT OF WAY

Recorded 5th day of February
A. D. 19 51, at 10:15 o'clock A.M.
Liber 186 Page 588
Laudia M. Smedley
Register of Deeds

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

PLAT OR AREA

Leslie L. Dixon and Emma E. Dixon, also known as Emma Dixon, his wife and in her own right first parties, 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 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 Grant County of Grand Traverse East one-quarter (1/4) of Section thirteen (13), Township twenty-five (25) North, Range twelve (12) West.

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 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 Southwesterly 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 poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wires, 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 hands and seals of the parties of the first part, this 13th day of November 19 50.

Signed, Sealed and Delivered in presence of

O. L. Aldrich (L.S.)
O. L. Aldrich
Erroy A. Winans (L.S.)
Erroy A. Winans
Leslie L. Dixon (L.S.)
Leslie L. Dixon
Emma E. Dixon (L.S.)
Emma E. Dixon

STATE OF MICHIGAN) On this 13th day of November 19 50
) ss. before me, a Notary Public of Jackson County.
County of Grand Traverse.) Michigan, acting in Grand Traverse County, personally appeared

Leslie L. Dixon and Emma E. Dixon

To me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the name to be their free act and deed.

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$74.05) and date Dec 1952.

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B/C

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

OTHER DATA AND NOTES

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search Yes
4. Mortgage Release Subj. to mtg. L. 95 P. 299

TITLE HISTORY

1. Leslie L. Dixon & Emma E. Dixon, his wife
 11-13-50 2-5-51 186-588 Esmt
2. Consumers Power Company