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<i>5</i> /		Janie Pease Schafer	
	'	Perpetual Easement	12-18

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anie	Pease	Schafer	; Bea	trice	$M_{\bullet}$	Sauire	Ĺ
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12-18-50 | 9-25-51 | 190 | 251 | DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000 11.540104

TRACT	54-D90-8	
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MAP	·	_

1868 190 PAGE 251

Parcel No. 59. RIGHT OF WAY

Recorded 25th day or Sept.

A.D. 19 51 at 9:40 or clock A.M.

Liber 190 page 251

Claudia M. Smedley

Register of Degas

Janie Pease Schafer; Beatrice M. Squire,
first parties, consideration of One Dollarge(\$ 100 ) 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 transpoles, 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 \_\_\_\_\_\_ County of \_\_Grand Traverse \_\_\_\_\_\_, and State of Michigan, to-wit:

The South one-half  $(\frac{1}{2})$  of the Northeast one-quarter  $(\frac{1}{4})$  of the Northeast one-quarter  $(\frac{1}{4})$  of Section thirteen (13), Township twenty-five (25) North, Range twelve (12) West.

The route to be taken by said lines of the route to be taken by said lines of the route, 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 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 hands and seals of the part ies of the first part, this \_\_\_\_\_\_ lath \_\_\_\_\_ day 

Signed, Sealed and Delivered in presence of
Donald F. McDonald
Just James

	_(L. 5.)
	/• o \
<del></del>	_(L. S.)

STATE OF MICH	I GAN	)
		) ss.
County of	Midland	1

on this lôth December 19\_50\_ before me, a Notary Public of Shiawassee County. Michigan, acting in Midland County, personally appeared

Janie Pease Schafer and Beatrice M. Squire

to me known to be the same person 8 named in and who executed the foregoing instrument, and severally acknowledged the execution of the

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92	Donald F	. McDo	mald `	7
tary Public.		hiawas		1

My commission expires

April 13, 1953

Michigan STATE Grand Traverse COUNTY TOWNSHIP RANGE MUNICIPALITY SECTION TOWN, PLAT OR AREA 90a Exhibit S LR 0 U Vol 0 (See Σ ш Cost Original JOURNAL 8 1952 DATE

HAPPED AND CHECKED GENERAL ENSINEERING MAP REFERENCES

Line Map Ma. 14923 Sheet 3 of 5 Sheets

Plan & Profile No. 14923 Sheet 9 of 24 Sheets

Survey Map No. Sheet of Sheets

Deguments filed with original instruments

1. Abetract

2. Opinions of Title

3. Title Search Yes

4. Moligage Release

## TITLE HISTORY

- 1. Janie Pease Schafer; Bemtrice M. Squire 12-18-50 9-25-51 190-251 Esmt
- 2. Consumers Power Company