

13

TITLE DATA

CONSUMERS POWER COMPANY 16

Charles W. Philo & Emma I. Philo, his wife  
NAME OF GRANTOR  
Perpetual Easement: 11-18-50 2-27-51 187 113  
KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

TRACT 73-D90-6

MAP 7

U.S. 40104

FORM 321 MULT

3 19 53

LIBER 187 PAGE 113  
RIGHT OF WAY

Parcel No. 77.

Recorded 27th day of February  
A. D. 1951 at 10:00 o'clock A. M.  
Lib. 187 Page 113  
Claudia M. Smedley  
Register of Deeds

Michigan STATE Grand Traverse COUNTY Blair TOWNSHIP  
29 SECTION T26N TOWN R11W RANGE

PLAT OR AREA

Charles W. Philo and Emma I. Philo, his wife and in her own right  
first part, 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 con-  
sisting of ~~XXXXXX~~ 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 Blair County of Grand Traverse  
and State of Michigan, to-wit:

A parcel of land in the East one-half (1/2) of the Northeast one-quarter (1/4) of Section 29,  
Township 26 North, Range 11 West, described as beginning at the Northwest corner thereof,  
running thence East 25 rods to a point, thence South 26 rods to a point, thence West 25  
rods to a point, thence North 26 rods to the place of beginning.

The route to be taken by said lines of ~~XXXXXX~~ 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 approxi-  
mately 670 feet South of the East and West quarter line of Section 20, Township 26 North,  
Range 11 West, at a point approximately 780 feet West of the East line of said Section 20,  
running thence Southwesterly to 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 5.

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 ~~XXXXXX~~ 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.

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 18th day  
of November, 1950.

Signed, Sealed and Delivered in Presence of

Donald F. McDonald (L.S.)  
Charles W. Philo (L.S.)  
Emma I. Philo (L.S.)

STATE OF MICHIGAN )  
 ) ss. On this 18th day of November 1950,  
 ) before me, a Notary Public of Jackson County,  
County of Grand Traverse ) Michigan, acting in Grand Traverse County, personally appeared

Charles W. Philo and Emma I. Philo

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

A. J. Trefry  
Notary Public, Jackson Co., Mich.  
My commission expires April 6, 1953.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes handwritten entries for Original Cost and Journal Entry 200.

MAPPED AND CHECKED

## GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14923 Sheet 4 of 5 Sheets  
Plan & Profile No. 14923 Sheet 5 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. Charles W. Philo & Emma I. Philo, his wife  
11-18-50 2-27-51 187-113 Esmt
2. Consumers Power Company