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Stephen J. Heirens & Marie S. Heirens, his wife	o o o p ii o ii				ME OF C					┢
	Stephen	J.	Heirens	8.	Marie	S.	Heirens.	his	wife	ŧ

Perpetual Easement | 12-13-50 | 2-27-51 | 187 | 1871 115 |

250457

ACCOUNT NO. 100.110-340.000 11.540104

TRACT_	76 <b>-</b> D90 - 3	•
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RANGE

FORM 321 WULTH 33476

2016 100 LEER 187 PAGE 115

Parcel No. 80.

RIGHT OF WAY

Recorded '27th day of February.

A.D. 1951a at 10:00 o'clock A. M.
Liber 187 Page 115 elia M. Smedley
Register of peeds

Stephen J. Heirens and Varie S. Heirens, his wife and in her own right

first part tes, consideration of One Dollars (3 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 srect, lay and maintain lines consisting of INDECTAX 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 Blair County of Grand Traverse, and State of Michigan, to-wit:

The North one-half  $(\frac{1}{2})$  of the Southeast one-quarter  $(\frac{1}{4})$  of Section twenty (20), Township twenty-six (26) North, Range eleven (11) West.

The route to be taken by said lines of momentax 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 on the East and West quarter line of Section 10, Township 26 North, Range 11 West, at a point approximately 130 feet East of the West line of said Section 10, running thence Southwesterly to a point approximately 780 feet West of the East line of Section 20 of said Township at a point approximately 670 feet South of the East and West quarter line of said Section 20, 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 ft. East of the West line of sd. 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 works 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.

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day of December County, personally appeared

to me known to be the same person\_S named in and who executed the

STATE OF XIX CHE CAN On this 15thbefore me, a Notary Public of Michigan, acting in Cook Michigan, acting in Stephen J. Heirens and Marie S. Heirens foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed. free act and deed. MAPPEU AND Notary Public, My commission expires June 30 1952

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BALANCE	\$ 292 05					PL	.A1	OF	₹ A	KE			,							
TRANSFERS																				
AMOUNT	\$ 292 05									,										
ITEMS OF COST	Original Cost (See Vol 1R4, Exhibit 90a, Working Papers)								-											
JOURNAL	200																			
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CHECKED

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

lne Map No14923	Sheet	4. <b>of</b>	5 .	Sheet
Plan & Profile No. 14923	Sheet	4+5 of	24	Sheet
Survey Map No		_		Shee

DOGUMENTS FILED WITH ORIGINAL INSTRUMENTS

1.	Abstract
2.	Optaines of Title
3.	Titis StarchYes

4. Merigage Release \_\_\_\_\_

## TITLE HISTORY

- Stephen J. Heirens & Marie S. Heirens, his wife 12-13-50 2-27-51 187-115 Esmt
   Consumers Power Company