

13

TITLE DATA

CONSUMERS POWER COMPANY

Ivan Lemcool & Elizabeth Lemcool, his wife
NAME OF GRANTOR
Perpetual Easement 11-20-50 | 2-27-51 | 187 | 117
KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

TRACT 79-D90-1

ACCOUNT NO. 100,110-340,000

MAP 7

FORM 321 MULT

889 27

2-11-1951

LIBER 187 PAGE 117

Parcel No. 83.

RIGHT OF WAY

Recorded 27th day of February
A.D. 1951 at 10:00 o'clock A.M.
Liber 187 Page 117

Claudia M. Smalley
Register of Deeds

Michigan STATE Grand Traverse COUNTY Blair TOWNSHIP
MUNICIPALITY SECTION 16 T26N TOWN R11W RANGE

PLAT OR AREA

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 78.05		\$ 78.05	Original Cost (See Vol LR4, Exhibit 90a, Working Papers)	200	Dec 1952

Ivan Lemcool and Elizabeth Lemcool, his wife
first part 125, consideration of One Dollars (\$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 ~~poles~~ 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

The Southwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section sixteen (16), Town-
ship twenty-six (26) North, Range eleven (11) West, excepting therefrom a parcel of land in
the Southwest corner thereof being ten (10) rods East and West by eight (8) rods North and
South.

The route to be taken by said lines of ~~poles~~ 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 approxi-
mately 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.

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~~ 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 20th day
of November, 1950.

Signed, Sealed and Delivered in Presence of

Donald F. McDonald (L.S.)
Virginia McDonald (L.S.)
Ivan Lemcool (L.S.)
Elizabeth Lemcool (L.S.)

STATE OF MICHIGAN)
County of Grand Traverse) ss. On this 20th day of November 1950,
before me, a Notary Public of Shiawassee County,
Michigan, acting in Grand Traverse County, personally appeared

Ivan Lemcool and Elizabeth Lemcool

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.

Donald F. McDonald
Notary Public, Shiawassee Co., Mich.
My commission expires April 13, 1953.

22
5/0

MAPPED
AND
CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14923 Sheet 5 of 5 Sheets
Plan & Profile No. 14923 Sheet 4 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 _____

TITLE HISTORY

1. Ivan Lemcool & Elizabeth Lemcool, his wife
11-20-50 2-27-51 187-117 Esmt
2. Consumers Power Company