## JMERS POWER COMPANY//

	CONSUMERS POWER COMPANY										
Don D. Rial & Bertha M. Rial, his wife  NAME OF GRANTOR  Perpetual Easement 11-14-50   2-27-51   187   120   20427  KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE	ACCO	OUNT NO. 100	0.110-	-340.00 							
Parcel No. 89.  LECH 187 FAGE 120  Recorded 27th day of Entrury  A.D. 19 51, at 10:00 of clock A.M.  Liber 187 Page 120  Conclude M. Smedding  Resister of pgeds		G.									
Pon D. Eigl and Bertha E. Rial, his wife  first parties, consideration of Que Dollark (\$1.00 ) to them  paid by the CONSIMERS 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 bounds, 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 18 situate in the TOWNShip of Blair County of Grand Traverse , and State of Michigan, to-wit:	BALANCE	\$ 88 05									
The Northeast one-quarter $(\frac{1}{4})$ of the Northeast one-quarter $(\frac{1}{4})$ of Section sixteen (16), Township twenty-six (26) North, Range eleven (11) West.	TRANSFERS										
The route to be taken by said lines of COMMENS 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.	AMOUNT	\$ 88 05									
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 memority poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefore lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trin 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 hand a and seals of the part ies of the first part, this 14th.  Don D. Rial D. Signed, Sealed and Delivered in Presence of  Donald F. McDonald  Donald F. McDonald	ITEMS OF COST	Cost (See Vol IR4, Exhibit 90a, Working Papers)									

November

to me known to be the same personS\_\_ named in and who executed the

foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

April 13, 1953.

Shiawassee County, county, personally appeared

Co., Mich.

on this l<sup>1</sup>ith. day of N before me, a Notary Public of Sh Michigan, acting in Grand Traverse

Donald F. McDonald
Notary Public, Shiawassec
My commission expires

April

Don D. Rial and Bertha M. Rial

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85-D90-7

TRACT

4.540104

MAP.

MAPPED ARD CHECKED STATE OF MICHIGAN

county of Grand Traverse )

OTHER DATA AND NOTES

## GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14923 Sheet 5 of 5 Sheets
Pian & Profile No. 14923 Sheet 3 of 24 Sheets
E. May No. 24 Sheet 3 of 24 Sheets
E. May No. 24 Sheet 3

## DOGUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract
- 2. Opinions of Title
- 3. Tills Saarsh \_\_\_\_Yes\_\_\_
- 4. Medgage Release
- 5. Tree Voucher Yes

## TITLE HISTORY

- 1. Don D. Rial & Bertha M. Rial, his wife 11-14-50 2-27-51 187-120 Esmt
- 2. Consumers Power Company