

Edgar A. Williams & Viola M. Williams, his wife

TRACT 92-D90-2

NAME OF GRANTOR
Perpetual Easement 10-16-51 12-20-51 1911 3891

ACCOUNT NO. 100,110-340,000

MAP 7 & 7-10

FORM 221 MICHIGAN
3891

LIBER 191 PAGE 389
RIGHT OF WAY

Parcel No. 96
Recorded 20th day of December
A.D. 1951 at 10:40 o'clock A.M.
Liber 191 Page 389
Claudia M. Smalley
Register of Deeds

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

PLAT OR AREA

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 293.05		\$ 293.05	Original Cost (See Vol 194, Exhibit 90a, Working Papers)	200	Dec 1952

Edgar A. Williams, also known as Edgar Allen Williams, also known as E. Allan Williams and Viola M. Williams, also known as Viola May Williams, his wife, and in her own right

First parties 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 consisting of 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 situated in the Township of Blair County of Grand Traverse and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) and the Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section three (3), Township twenty-six (26) North, Range eleven (11) West.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate sd. route on, over and across sd. above des. land within 50 ft. on either side of a line, which sd. line is des. as beg. on the South, East and West eighth line of Sec. 3, Township 26 North, Range 11 West, at a pt. approx. 1060 ft. East of the West line of sd. Sec., run th. Northeasterly to a pt. not more than 50 ft. North of the East and West quarter line of sd. Sec. 3 at a pt. not more than 75 ft. West of the West, North and South eighth line of sd. Sec., run th. Northerly to a pt. not more than 65 ft. West of the West, North and South eighth line of sd. Sec. at a pt. not more than 525 ft. South of the North, East and West eighth line of sd. Sec., th. Northeasterly to a pt. not more than 185 ft. East of the West, North and South eighth line of sd. Sec. 3 at a pt. not more than 260 ft. North of the North, East and West eighth line of sd. Sec.

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 appurtenances 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, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said 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 parties of the first part, this 16 day of October, 1951.

Signed, Sealed and Delivered in Presence of
Donald F. McDonald
Edgar A. Williams
Viola M. Williams
Herbert J. Elfring

STATE OF MICHIGAN)
) ss. On this 16 day of October 19 51.
County of Grand Traverse) before me, a Notary Public of Shiawassee County, Michigan, acting in Grand Traverse County, personally appeared

Edgar A. Williams and Viola M. Williams

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.

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

(See Next Sheet for Prior Easement)

22
51

MAPPED
AND
CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14923 Sheet 5 of 5 Streets
 Plan & Profile No. 14923 Sheet 1A+2 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 Subj to Mto L76, p.304
5. Tree Voucher Yes

TITLE HISTORY

1. Edgar A. Williams & Viola M. Williams, his wife
 10-16-51 12-20-51 191-389 Esmt
2. Consumers Power Company

Parcel No. 96.

LIBER 186 PAGE 591

TITLE HISTORY

FORM 221 MULTH

389 22

RIGHT OF WAY

Recorded 5th day of February A.D. 1951 at 10:15 o'clock A.M. Liber 186 Page 591

Laudie M. Smalley
Register of Deeds

- 1. Edgar Allan Williams and Viola May Williams, his wife
11-15-50 2-5-51 186-591 Esmt
- 2. Consumers Power Company

also known as Edgar Allen Williams, also known as E. Allan Williams, first parties, consideration of One Dollars (\$ 1.00) to Edgar Allan Williams and Viola May Williams, his wife and in her own right, also known as Viola May Williams 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 ~~wires~~, 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 parcels are situate in the Township of Blair County of Grand Traverse and State of Michigan, to-wit:

The Northwest one-quarter ($\frac{1}{4}$) of the Southwest one-quarter ($\frac{1}{4}$) and the Southwest one-quarter ($\frac{1}{4}$) of the Northwest one-quarter ($\frac{1}{4}$) of Section three (3), Township twenty-six (26) North, Range eleven (11) West.

The route to be taken by said lines of ~~wires~~ 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 South East and West eighth line of Section 3, Township 26 North, Range 11 West, at a point approximately (1075') East of the West line of said Section 3, thence Northeasterly to the intersection of the West, North and South Eighth line of Section 3, of said Township and the North, East and West Eighth line of said Section 3.

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 ~~wires~~ 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 hand and seal of the part ies of the first part, this 15th day of November 1950.

Signed, Sealed and Delivered in presence of

Donald F. McDonald
Donald F. McDonald
Virginia McDonald
Virginia McDonald

Edgar Allan Williams (L.S.)
Edgar Allan Williams
Viola May Williams (L.S.)
Viola May Williams

STATE OF MICHIGAN)
) ss. On this 15th day of November 1950,
County of Grand Traverse) Before me, a Notary Public of Shiawassee County,
Michigan, acting in Grand Traverse County, personally appeared

Edgar Allan Williams and Viola May Williams

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.

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

MAPPED
AND
CHECKED