

13
134

TITLE DATA

CONSUMERS POWER COMPANY

40-D114-2
TRACT 40-D114-1
MAP 9

Nelson A. Frost and wife, Yvonne
NAME OF GRANTOR
Easement 5-22-53 4-26-54 202 12
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

281005 Whitewater Twp
280826 - East Bay Twp
ACCOUNT NO. 540104

Parcel Nos. 52-55-57

FORM 321 MULTH

LIBER 202 PAGE 12
RIGHT OF WAY

Recorded 26th day of April
A.D. 1954 at 10:30 o'clock A.M.
Liber 202 Page 12
Gladis M. Smalley
Register of Deeds

MICHIGAN Grand Traverse East Bay & Whitewater
STATE COUNTY TOWNSHIP
MUNICIPALITY 18 & 17 T27N R9W
SECTION TOWN RANGE

PLAT OR AREA

Nelson A. Frost and Yvonne Frost, his wife
first parties, in 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 parcels are situate in the Township of East Bay & Whitewater County
of Grand Traverse, and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Northwest one-quarter (1/4); the Northeast one-quarter (1/4)
of the Southwest one-quarter (1/4); the entire Northeast one-quarter (1/4) of Section eighteen
(18) and the Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section seventeen
(17), all being in Township twenty-seven (27) North, Range nine (9) West.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specif-
ically described as follows: Second party may locate said route on, over and across said above described
land along or adjoining as near as practicable a line, which said line is described as begin-
ning at a point not more than 400 feet East of the West line of Section 13, Township 27 North,
Range 10 West at a point not more than 1300 feet nor less than 1100 feet South of the East
and West quarter line of said Section, running thence Easterly to a point not more than 300
feet East of the North and South quarter line of Section 18, Township 27 North, Range 9 West
at a point not more than 600 feet nor less than 400 feet South of the East and West quarter
line of said Section 18, thence Northeasterly to the East, North and South eighth line of
Section 9, Township 27 North, Range 9 West at a point not more than 200 feet South of the
East and West quarter line of said Section 9.

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 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 trans-
mission 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 property, 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 seals of the parties of the first part, this 22nd day of
May, 1953.

Signed, Sealed and Delivered in Presence of

Jack E. Frost (L.S.)
Yvonne Frost (L.S.)
Jesse Mapes (L.S.)
Nelson A. Frost (L.S.)
Yvonne Frost (L.S.)
Jesse Mapes (L.S.)

STATE OF MICHIGAN)
On this 22nd day of May 1953,
before me, a Notary Public of Osceola County,
County of Genesee) ss. Michigan, acting in Genesee County, personally appeared
Nelson A. Frost and Yvonne Frost

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.

Jesse Mapes
Notary Public, Osceola Co., Mich.
My commission expires April 15, 1955

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1956	581	Original Cost (See Vol. 1R4, Exh. 114a, Working Papers)	\$ 1,113 00		\$ 1,113 00
July 1957	581				
Nov 1957	581				

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. P-15532 Sheet 2 of 9 Sheets
Plan & Profile No. _____ Sheet of 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 Vouchers _____ Yes
6. Other Documents _____ Yes