

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 com-  
munication 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 seal 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.)

STATE OF MICHIGAN )  
 ) ss. On this 22nd day of May 1953,  
 ) before me, a Notary Public of Osceola County,  
County of Genesee ) 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

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 1,113 00		\$ 1,113 00	Original Cost (See Vol. LR4, Exh. 114a, Working Papers)	581	Dec 1956
				581	July 1957
				581	Nov 1957

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