

TITLE DATA

CONSUMERS POWER COMPANY

13

Stephen W. Kozelko and wife, Margaret M.

16

TRACT 54-D114-4

Easement 7-31-53 5-24-54 202 201 286005

ACCOUNT NO. U 540104

MAP 9

FORM 321 MULT 1

2245

LIBER 202 PAGE 201 RIGHT OF WAY

Parcel No. 73 Recorded 24th day of May A.D. 1954 at 10:15 o'clock A.M. Liber 202 Page 201 Claudia M. Snedley Register of Deeds

MICHIGAN STATE Grand Traverse COUNTY Whitewater TOWNSHIP 2 SECTION T27N TOWN R9W RANGE

PLAT OR AREA

Stephen W. Kozelko and Margaret M. Kozelko, 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 situate in the Township of Whitewater County of Grand Traverse and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section two (2), 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 specifically described as follows:

Sec. party may loc. sd. rte. on, over and across sd. above des. land alg. or adj. as near as prac. a line, which sd. line is des. as beg. on the North and South quarter line of Section 1, Township 27 North, Range 9 West at a point not more than 200 ft. North of the East and West quarter line of sd. Sec., run. th. Southwesterly to the East, North and South eighth line of Sec. 9 of sd. Twp. at a point not more than 200 ft. South of the East and West quarter line of sd. Sec. 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 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 31st day of July, 1953.

Signed, Sealed and Delivered in Presence of Jesse Mapes (Notary), Stephen W. Kozelko (L.S.), Margaret M. Kozelko (L.S.), Rosemary Rogers (L.S.)

STATE OF MICHIGAN) On this 31st day of July 1953, before me, a Notary Public of Osceola County, Michigan, acting in Grand Traverse County, personally appeared

Stephen W. Kozelko and Margaret M. Kozelko

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.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$219.00) on Dec 1956, July 1957, and Nov 1957.

MAPPED AND CHECKED

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GENERAL ENGINEERING MAP REFERENCES

Line Map No. P-15532 Sheet 3 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 _____