

CONSUMERS POWER COMPANY

13

TITLE DATA
John Minnema and wife, Edna
NAME OF GRANTOR
Easement
5-28-53 12-21-53 1200 1538

16 TRACT 57-D114-1
MAP 9

ACCOUNT NO. 286005
U-540104

1007 9/1 FORM 321 MULTH

22 43

LIBER 200 PAGE 538
RIGHT OF WAY
Recorded 21st day of December
A. D. 1953 at 2:50 o'clock A. M.
Liber 200 Page 538
Claudia M. Sweeney
Register of Deeds

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

PLAT OR AREA

John Minnema and Edna Minnema, his wife
first part 188, 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 ~~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 parcel is situate in the Township of Whitewater County of Grand Traverse, and State of Michigan, to-wit:

All that part of the West one-half (1/2) of the Southwest one-quarter (1/4) of Section one (1), Township twenty-seven (27) North, Range nine (9) West, lying Southwesterly of the angling highway, excepting therefrom a parcel of land described as beginning at the Southeast corner thereof, running thence West to a point 907.5 feet East of the Southwest corner of said Section, thence Northeasterly to the point of intersection of the angling highway and the West, North and South eighth line of said Section, thence South to the place of beginning.

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:

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. 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 ~~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, 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 part 188 of the first part, this 28th day of May, 1953.

Signed, Sealed and Delivered in Presence of

Mary Anne Smith (L.S.)
Jesse Mapes (L.S.)
John Minnema (L.S.)
Edna Minnema (L.S.)

STATE OF MICHIGAN)
) ss. On this 28th day of May 1953
County of Grand Traverse) before me, a Notary Public of Osceola
Michigan, acting in Grand Traverse County, personally appeared

John Minnema and Edna Minnema

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.

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 (See Vol. 1R4, Exh. 114a, Working Papers) on Dec 1956, July 1957, and Nov 1957.

MAPPED AND CHECKED

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 _____
4. Mortgage Release _____
5. Tree Vouchers _____ Yes
6. Other Documents _____