

13

Leo Pope and wife, Margaret

Easement

NAME OF GRANTOR

7-6-53

12-21-53

200

539

286005

ACCOUNT NO.

4,540,104

16

TRACT 58-D114-2

MAP 9

FORM USE MULT

LIBER 200 PAGE 539

Parcel No. 78

Recorded 21st day of December A.D. 1953 at 9:50 o'clock A.M. Liber 200 page 539

RIGHT OF WAY

Candis M. Smalley Register of Deeds

SPK

MICHIGAN STATE

Grand Traverse COUNTY

Whitewater TOWNSHIP

MUNICIPALITY

SECTION 1

T27N TOWN

R9W RANGE

PLAT OR AREA

Leo Pope and Margaret Pope, 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:

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 Northeasterly of the angling highway running in a Northwesterly and Southeasterly direction across the Southwest one-quarter (1/4) of said Section.

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 Sec. 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 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 6th day of July, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes (Signature)

Jesse Mapes

Donna Bigelow (Signature)

Donna Bigelow

Leo Pope (Signature)

Leo Pope

Margaret Pope (Signature)

Margaret Pope

STATE OF MICHIGAN ) ss. County of Gratiot

On this 6th day of July 1953 before me, a Notary Public of Osceola County, personally appeared Leo Pope and Margaret Pope

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 (Signature) Notary Public, Osceola Mich. My commission expires April 15, 1955

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1956	581)				
July 1957	581)	Original Cost (See Vol. IR4, Exh. 114a, Working Papers)	\$ 164.00		\$ 164.00
Nov 1957	581)				

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. Copies of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_ Yes
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_ Yes
6. Other Documents \_\_\_\_\_