

TITLE DATA

CONSUMERS POWER COMPANY

13 Noah A. Forton and wife, Dorothy A.

TRACT 22-D114-2

Easement 11-5-53 12-21-53 200 500 280800

ACCOUNT NO. U 340104

MAP 10

945 22 FORM 321 MULT

LIBER 200 PAGE 500

Parcel No. 27  
Recorded 21st day of December  
A. D. 1953 at 2:50 o'clock A.M.  
Liber 200 Page 500

RIGHT OF WAY

James M. Sully  
Register of Deeds

MICHIGAN STATE Grand Traverse COUNTY East Bay TOWNSHIP 21 SECTION 27N TOWN 10W RANGE

PLAT OR AREA

Noah A. Forton, also known as Noah Forton, and Dorothy A. Forton, also known as Dorothy Forton, his wife, and in her own right; 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 Warranty 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 parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situated in the Township of East Bay County of Grand Traverse and State of Michigan, to-wit: The East one-half (1/2) of the East one-half (1/2) of the Southwest one-quarter (1/4) and the East ten (10) rods of the South forty-eight (48) rods of the West one-half (1/2) of the East one-half (1/2) of the Southwest one-quarter (1/4) of Section twenty-one (21), Township 27 North, Range 10 West.

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:

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 beginning at a point not more than 400 feet East of the East, North and South eighth line of Section 21, Township 27 North, Range 10 West at a point not more than 700 feet North of the South, East and West eighth line of said Section, running thence Southwesterly to a point not more than 660 feet East of the East, North and South eighth line of Section 29 of said Township at a point not more than 100 feet North of the South, East and West eighth line of said Section 29.

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 seal B... of the parties... of the first part, this 5th day of November 1953.

Signed Sealed and Delivered in Presence of

Lloyd E. Morse  
Jesse Mapes  
Noah A. Forton  
Dorothy A. Forton

STATE OF MICHIGAN )  
County of Grand Traverse ) ss. On this 5th day of November 1953 before me, a Notary Public of Osceola County, Michigan, acting in Grand Traverse County, personally appeared

Noah A. Forton and Dorothy A. Forton,

to me known to be the same person as 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)				
July 1957	581)	Original Cost (See Vol. 1R4, Exh. 114a, Working Papers)	\$ 104 00		\$ 104 00
Nov 1957	581)				

MAPPED AND CHECKED



**GENERAL ENGINEERING MAP REFERENCES**

Map No. P-15532 Sheet 1 of 9 Sheets  
& Profile No. \_\_\_\_\_ Sheet of Sheets  
Map No. \_\_\_\_\_ Sheet of Sheets

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

1. Abstract \_\_\_\_\_
2. Opinions of VTOs \_\_\_\_\_
3. Title Search Yes
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers Yes
6. Other Documents \_\_\_\_\_