

13

Daniel Peck and wife, Cecile R.E.
NAME OF GRANTOR
Easement 4-14-53 12-21-53 200 516

280826

ACCOUNT NO. U. 540104

16

TRACT 35-D114-3
MAP 10

FORM 321 MULTH

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LIBER 200 PAGE 516

Parcel No. 45

Recorded 21st day of December
A.D. 1953 at 9:30 o'clock A.M.
Liber 200 Page 516

Handis M. Smalley
Register of Deeds

RIGHT OF WAY

MICHIGAN Grand Traverse East Bay
STATE COUNTY TOWNSHIP
14 T27N R10W
MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. IR4, Exh. 114a, Working Papers) with amounts of \$139.00.

Daniel Peck and Cecile R. E. Peck, his wife
first part 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 parcel is situate in the Township of East Bay County of Grand Traverse and State of Michigan, to-wit:

The East one-half (1/2) of the Southeast one-quarter (1/4) of Section fourteen (14), Township
twenty-seven (27) North, Range ten (10) 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 beginning at a
point not more than 700 feet nor less than 500 feet West of the West, North and South eighth
line of Section 22, Township 27 North, Range 10 West at a point not more than 500 feet nor
less than 300 feet South of the East and West quarter line of said Section, running thence
Northeasterly to a point not more than 400 feet East of the West line of Section 13 of said
Township at a point not more than 1300 feet nor less than 1100 feet South of the East and
West quarter line of said Section 13.

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 14th day of
April 1953.

Signed, Sealed and Delivered in Presence of
Jesse Mapes Daniel Peck
Jesse Mapes Daniel Peck
Caroline May Strang Cecile R. E. Peck
Caroline May Strang Cecile R. E. Peck

STATE OF MICHIGAN)
) ss. On this 14th day of April 1953
County of Grand Traverse) before me, a Notary Public of Osceola County,
Michigan, acting in Grand Traverse County, personally appeared

Daniel Peck and Cecile R. E. Peck

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
Jesse Mapes
Notary Public, Osceola Co., Mich.
My commission expires April 15, 1955

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 _____