

TITLE DATA

CONSUMERS POWER COMPANY

13

Cora Fowler

Easement

NAME OF GRANTOR

11-30-53 | 6-1-54 | 202 | 255

KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

280826

ACCOUNT NO.

U-540104

TRACT 38-D114-3

MAP 10

16

FORM 321 MULTITRACK 955 2247

LIBER 202 PAGE 255

Parcel No. 49

RIGHT OF WAY

Recorded 1st day of June A.D. 1954 at 11:15 o'clock A.M. Liber 202 Page 255 Francis M. Smedley Register of Deeds

MICHIGAN Grand Traverse East Bay STATE COUNTY TOWNSHIP 13 T27N R10W MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Cora Fowler, party of the first part, in consideration of One Dollar (\$1.00) to her, 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 East Bay County of Grand Traverse, and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirteen (13), 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 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 West line of Section 13, Township 27 North, Range 10 West at a point not more than 1300 feet nor less than 1100 feet South of the East and West quarter line of said Section, running thence Easterly to a point not more than 300 feet East of the North and South quarter line of Section 18, Township 27 North, Range 9 West at a point not more than 600 feet nor less than 400 feet South of the East and West quarter line of said Section 18.

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 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 party of the first part, this 30th day of November 1953.

Signed, Sealed and Delivered in Presence of

M. B. Craable M. B. Craable Cora Fowler Cora Fowler Fred J. Fowler Fred J. Fowler

STATE OF Michigan) On this 30th day of November 1953 before me, a Notary Public of Los Angeles County, California) ss. Los Angeles California, acting in Los Angeles County, personally appeared

Cora Fowler

to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be her free act and deed.

M. E. Smith Notary Public, in and for County of Los Angeles, California My commission expires Sept. 24, 1957

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 \$314.00 and journal entries from Dec 1956 to Nov 1957.

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 Yes