

TITLE DATA

CONSUMERS POWER COMPANY

13

Joseph Meyer and wife, Bessie B.

76

TRACT 2-D114-2

Easement

NAME OF GRANTOR

4-29-53

12-21-53

200

482

282004

ACCOUNT NO.

U-340104

MAP

11-138

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

FORM 321 MULTH

221

LIBER 200 PAGE 482

Parcel No. 5

Recorded 21st day of December A.D. 1953 at 9:50 o'clock A.M. Liber 200 Page 482

RIGHT OF WAY

Claudia M. Smalley Register of Deeds

DATE

MICHIGAN Grand Traverse Garfield

STATE COUNTY TOWNSHIP

MUNICIPALITY

35 SECTION

T27N TOWN

R11W RANGE

PLAT OR AREA

Joseph Meyer and Bessie B. Meyer, also known as Bessie Meyer, his wife, and in her own right first part ies. 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 ~~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 ... Garfield ... County of ... Grand Traverse ... and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section thirty-five (35), Township twenty-seven (27) North, Range eleven (11) 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: Sec. party may loc. sd. rte. on, over and across sd. above described land along or adjoining as near as prac. a line, which sd. line is described as beginning in the center line of the angling highway running in a Northerly and Southerly direction across the Northeast quarter of Section 34, Township 27 North, Range 11 West, at a point not more than 100 ft. North or more than 100 ft. South of the North, East and West eighth line of sd. Sec., run. th. Northeasterly to the North and South quarter line of Section 35 of said Township at a point not more than 650 feet nor less than 450 feet South of the North line of sd. Sec. 35.

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 hand and seal of the part ies. of the first part, this 29th day of April, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapee, Joseph Meyer, Bessie B. Meyer, Lloyd E. Morse

STATE OF MICHIGAN ) On this 29th day of April 1953 before me, a Notary Public of Osceola County, Michigan, acting in Grand Traverse County, personally appeared

Joseph Meyer and Bessie B. Meyer

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

Jesse Mapee, 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. LR4, Exh. 114a, Working Papers) with amounts of \$247.00 and journal entries 581 dated Dec 1956, July 1957, Nov 1957.

MAPPED AND CHECKED

7

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. P-15532 Sheet 1 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 Liber 24 Page 598
5. Tree Vouchers Yes
6. Other Documents \_\_\_\_\_