

TITLE DATA

Joseph Dachun and wife, Marie
NAME OF GRANTOR
Easement 4-29-53 12-21-53 200 487
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. U. 540104

TRACT 7-D114-2

MAP 11

445 1
FORM 321 MULTH

LIBER 200 PAGE 487
RIGHT OF WAY

Parcel No. 10
Recorded 21st day of December
A. D. 1953 at 9:50 o'clock A.M.
Liber 200 Page 487
Claudia M. Smalley
Register of Deeds

MICHIGAN Grand Traverse Garfield
STATE COUNTY TOWNSHIP
MUNICIPALITY SECTION 25 TOWN T27N RANGE R11W

PLAT OR AREA

Joseph Dachun and Marie Dachun, his wife, and in her own right
first part 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 con-
sisting of ~~wires~~, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-
mitting 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:

All that part of the South one-half (1/2) of the Southwest one-quarter (1/4) of Section twenty-five
(25), lying Easterly of County Road #611; The North thirty-five (35) acres of the Northeast one-
quarter (1/4) of the Northwest one-quarter (1/4) of Section thirty-six (36) and all that part of the
Northwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section thirty-six (36) lying
Easterly of said County Road #611, all being in 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: 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 on the North and South quarter line of Section 35, Township 27 North,
Range 11 West at a point not more than 650 feet nor less than 450 feet South of the North line
of said Section, running thence Northeasterly to the West, North and South eighth line of
Section 25 of said Township at a point not more than 300 feet nor less than 200 feet North of
the South line of said Section 25, thence Northeasterly to a point not more than 100 feet West
of the East line of Section 30, Township 27 North, Range 10 West, at a point not more than 750
feet nor less than 550 feet North of the East and West quarter line of said Section 30.

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 support-
ing 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, oper-
ation 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 ex-
pressly 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, s. and seal, s. of the parties of the first part, this 29th day
of April, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes (Notary Public)
Joseph Dachun (L.S.)
Marie Dachun (L.S.)
Lloyd E. Morse

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

Joseph Dachun and Marie Dachun

to me known to be the same person, s. 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

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Dec 1956, July 1957, Nov 1957 with costs of 289.00.

MAPPED AND CHECKED

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 26, Page 104
5. Tree Vouchers Yes
6. Other Documents _____
Subj to Mtg. L. 97, P. 527