

Sara Hunt, et al

NAME OF GRANTOR

ACCOUNT NO. 100.110-340.000

MAP 11-136 & 11-133

Perpetual Easement 11-13-50 7-27-51 189 215

282061

41,540104

FORM 321 MULTH

LIBER 189 PAGE 215

Parcel No. 100.

RIGHT OF WAY

Recorded 27th day of July A.D. 1951 at 2:45 o'clock A.M. Liber 189 Page 215-6

Handwritten signature: Claudia M. Smedley

Register of Deeds

Sara Hunt; Arthur R. Emerson and Pearl H. Emerson, his wife; Everett D. Emerson and Pearl E. Emerson, his wife; Roy Beith Emerson and Lena A. Emerson; Catherine Bickler; Evelyn Drake; Fred Emerson and Anna Emerson, his wife; Mary Edna Emerson; Helen Luesing, first parties, consideration of One Dollars (\$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 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 situate in the Township of Garfield Grand Traverse County of Grand Traverse and State of Michigan, to-wit:

All that part of the West one-half (1/2) of the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 34, Township 27 North, Range 11 West, lying South and East of the farthest South and East line of the back water of the Boardman River, so-called; and all that part of the North one-half (1/2) of the Southeast one-quarter (1/4) of said Section 34, lying North and West of the angling highway, running in a Northeasterly and Southwesterly direction across said land and South and East of the back water of the Boardman River, so-called.

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 within 50 feet on either side of a line, which said line is described as beginning at a point 400 feet South of the South, East and West eighth line of Section 34, Township 27 North, Range 11 West, at a point approximately 400 feet Westerly of the center line of the angling highway running in a Northeasterly and Southwesterly direction across said Section 34, running thence Northeasterly to a point approximately 250 feet Westerly of the center line of said angling highway at a point approximately 500 feet South of the North, East and West eighth line of said Section 34.

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 or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such 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 seals of the parties of the first part, this 13th day of November, 1950.

Signed, Sealed and Delivered in presence of: Arthur R. Emerson, Pearl H. Emerson, Everett D. Emerson, Pearl E. Emerson, Catherine Bickler, Evelyn Drake, Fred Emerson (L.S.), Anna Emerson, Mary Edna Emerson, Helen Luesing, Lena A. Emerson.

STATE OF MICHIGAN) on this 13th day of November 1950, before me, a Notary Public of Shiawassee County, Michigan, acting in Grand Traverse County, personally appeared

Arthur R. Emerson, Pearl H. Emerson, Everett D. Emerson, Pearl E. Emerson, Catherine Bickler and Evelyn Drake

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.

Notary Public, Shiawassee Co., Mich. My commission expires Apr. 13, 1953.

Michigan Grand Traverse Garfield STATE COUNTY TOWNSHIP MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes handwritten entries for balance and amount of \$148.05.

22/50

Handwritten initials: B.P.

MAPPED AND CHECKED

(See Note #1 for Additional Title)

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	14923	Sheet	5	of	5	Sheets
Plan & Record No.	14923	Sheet	1	of	24	Sheets
Survey No.		Sheet		of		Sheets

1. Consumers Power Company also acquired a right of way across the land described on the caption of this tract as follows:

1. Bessie Emerson Truax; T. A. Emerson, a married man
11-28-50 7-27-51 189-217 Esmt
2. Consumers Power Company

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 parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situated in the Township of Garfield, County of Grand Traverse, and State of Michigan, to-wit:

All that part of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 34, T27N, R11W, lying S and E of the farthest S and E line of the back water of the Boardman River, so-called; and all that part of the $N\frac{1}{2}$ of the $SE\frac{1}{4}$ of said Sec. 34, lying N and W of the angling highway, running in a NE'ly and SW'ly direction across said land and S and E of the back water of the Boardman River, so-called.

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 within 50 ft. on either side of a line, which said line is described as beginning at a point 400 feet S of the S, E and W eighth line of Sec. 34, T27N, R11W, at a point approx. 400 ft. W'ly of the center line of the angling highway running in a NE'ly and SW'ly direction across said Sec. 34, running thence NE'ly to a point approx. 250 ft. W'ly of the center line of said angling highway at a point approximately 500 ft. S of the N, E and W eighth line of said Sec. 34.

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 or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such 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 \$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.

TITLE HISTORY

1. Sara Hunt, et al
11-13-50 7-27-51 189-215 Esmt
2. Consumers Power Company

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Copies of Title _____
3. Title Search Yes
4. Mortgage Release _____
5. Tree Voucher Yes
6. Certified Copies of Record of Death of Elizabeth Chantler Emerson, Wm.C. Emerson, Janet Emerson, and Richard W. Emerson.