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TITLE DATA

CONSUMERS POWER COMPANY

Marco Emerson & Catharine Emerson, his wife
NAME OF GRANTOR
Perpetual Easement 8-18-51 12-26-51 191 433
KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

TRACT 96-D90-3

MAP 11-133

282001

4,540104

FORM 321 M.U.L.T.H.
389 92

LIBER 191 PAGE 433
RIGHT OF WAY

Recorded 25th day of December
A.D. 1951 at 10:30 o'clock A.M.
Liber 191 Page 433
Gladys M. Smedley
Register of Deeds

Parcels No. 100 & 101

Michigan STATE Grand Traverse COUNTY Garfield TOWNSHIP
Municipality SECTION 34 TOWN T27N RANGE R11W

PLAT OR AREA

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 128 05		\$ 128 05	Original Cost (See Vol LR4, Exhibit 90a, Working Papers)	200	Dec 1952

Marco Emerson and Catharine Emerson, his wife, 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 ~~wooden~~ 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 County of Grand Traverse and State of Michigan, to-wit:

That part of the Southwesterly one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 34 lying Southerly and Easterly of the back water of the Boardman River and that part of the North one-half (1/2) of the Southeast one-quarter (1/4) of Section 34 lying Northwesterly of the angling highway and South and East of the back water of the Boardman River, being all in Township 27 North, Range 11 West.

The route to be taken by said lines of ~~wooden~~ 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 ~~wooden~~ 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 hands and seals of the parties of the first part, this 18th day of AUGUST, 1951.

Signed, Sealed and Delivered in Presence of
Joyce Myers
Gladys E. Yoke
Marco Emerson
Catharine Emerson

STATE OF WASHINGTON)
County of Cowley) ss. On this 18 day of August, 1951,
before me, a Notary Public of Cowley County, Washington, ~~Mark~~ acting in Cowley County, personally appeared Marco Emerson and Catharine Emerson

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.
Notary Public, My commission expires 11/24/53

(See Note #1 for Additional Title)

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R.P.



GENERAL ENGINEERING MAP REFERENCES

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

OTHER DATA AND NOTES

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search With Inst. #2, Sec. 34, T27N, R11W
4. Mortgage Release _____
5. Tree Voucher Yes

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

1. Arthur R. Emerson & Pearl N. Emerson, his wife;
 Everett D. Emerson & Pearl E. Emerson, his wife;
 Catherine Bickler; Evelyn Drake; Fred Emerson & Anna Emerson, his wife;
 Mary Edna Emerson; Helen Luesing; Roy Beith Emerson & Lena A. Emerson, his wife;
 Sara Hunt; Bessie Emerson Truax & T. A. Emerson, a single man
 11-12-50 7-27-51 189-220 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 parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situated in the Township of Garfield, County of Grand Traverse, and State of Michigan, to-wit:

All that part of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 34, T27N, R11W, lying S'ly 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 ft. S of the S, E and W eighth line of Sec. 34, T27N, R11W, at a point approximately 400 feet 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 approximately 250 feet W'ly of the center line of said angling highway at a point approximately 500 feet S of the N, E and W 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 \$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. Marco Emerson & Catharine Emerson, his wife
 8-18-51 12-26-51 191-433 Esmt
2. Consumers Power Company