

13

TITLE DATA

CONSUMERS POWER COMPANY

William H. Robb and wife, Ina ]  
NAME OF GRANITOR  
Easement | 5-28-53 | 12-22-53 | 69 | 639 |  
KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

ACCOUNT NO. 401828  
U. 540104

TRACT 66-D114-2  
MAP 16

1067  
FORM 321 MULTH

LIBER 69 PAGE 639  
RIGHT OF WAY

Parcel No. 88  
Recorded 22 day of December  
A. D. 1953 at 8:30 o'clock P. M.  
Liber 69 Page 639  
Marshall J. McKee  
Register of Deeds

MICHIGAN | Kalkaska | Clearwater  
STATE | COUNTY | TOWNSHIP  
MUNICIPALITY | 31 | T28N | R8W  
SECTION | TOWN | RANGE

PLAT OR AREA

William H. Robb and Ina Robb, his wife, and in her own right first part ies, 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 ~~lines~~ 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 Clearwater County of Kalkaska and State of Michigan, to-wit:

The East one-half (1/2) of the Southeast one-quarter (1/4) of Section thirty-one (31), Township twenty-eight (28) North, Range eight (8) West, excepting therefrom the West sixteen (16) rods of the East twenty-two (22) rods and thirteen and seventy-five hundredths (13.75) feet of the North five (5) rods thereof.

The route to be taken by said lines of ~~lines~~ 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 des. land alg. or adj. as near as prac. a line, which sd. line is des. as beg. at a point not more than 700 ft. nor less than 500 ft. West of the East line of Section 32, Township 28 North, Range 8 West, at a point not more than 700 ft. nor less than 500 ft. North of the East and West quarter line of sd. Sec., run. th. Southwesterly to the North and South quarter line of Section 1, Township 27 North, Range 9 West at a point not more than 200 ft. North of the East and West quarter line of sd. Section 1.

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 ~~lines~~ 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 8 and seal 8 of the parties of the first part, this 28th day of May, 1953.

Signed, Sealed and Delivered in presence of

Jesse Mapes  
Jesse Mapes  
Marilyn Robb  
William H. Robb (L.S.)  
Ina Robb (L.S.)

STATE OF MICHIGAN )  
County of Kalkaska ) ss. On this 28th day of May 1953  
before me, a Notary Public of Osceola County, Michigan, acting in Kalkaska County, personally appeared

William H. Robb and Ina Robb

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.

Jesse Mapes  
Notary Public, Osceola Co., Mich.  
My commission expires April 15, 1955

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
	\$ 164.00				\$ 164.00		Original Cost (See Vol. LR4, Exh. 114a, Working Papers)	581	581	581	Dec 1956
											July 1957
											Nov 1957



MAPPED AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. P-15532 Sheet 3 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 \_\_\_\_\_