

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 67-D114-1

MAP 16

Helene M. Marfuta

NAME OF GRANTOR

Easement

5-27-53

12-22-53

69 1640

401802

ACCOUNT NO.

U. 540104

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

FORM 321 MULTR

LIBER 69 PAGE 640 RIGHT OF WAY

Parcel No. 89 Recorded 22 day of December A.D. 1953 at 8:30 o'clock A.M. Liber 69 page 640

Marshall J. McKee Register of Deeds

MICHIGAN STATE

Kalkaska COUNTY

Clearwater TOWNSHIP

MUNICIPALITY

32 SECTION

T28N TOWN

R8W RANGE

PLAT OR AREA

Helene M. Marfuta first party, consideration of One Dollar (\$ 1.00) to her 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 Warranty 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 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 West one-half (1/2) of the Southwest one-quarter (1/4) of Section thirty-two (32), Township twenty-eight (28) North, Range eight (8) West.

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:

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 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 y of the first part, this 27th day of May, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes, Ed C. Ray, Helene M. Marfuta (L.S.)

STATE OF MICHIGAN ) On this 27th day of May 1953. ) ss. before me, a Notary Public of Osceola County, Michigan, acting in Kalkaska County, personally appeared Helene M. Marfuta

to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be her 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 139.00.

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 Liber 21, Page 361
5. Tree Vouchers Yes
6. Other Documents \_\_\_\_\_