

TITLE DATA

CONSUMERS POWER COMPANY

13

La Mont Tiffany and wife, Celia E.

16

TRACT 70-D114-5

Easement 10-13-53 12-22-53 171 17 401828

ACCOUNT NO. U. 540104

MAP 16

FORM 321 MULT 222

LIBER 71 PAGE 7 RIGHT OF WAY

Parcel No. 94 Recorded 22 day of December A.D. 1953 at 2:30 o'clock P.M. Liber 71 Page 7 Marshall J. McKee Register of Deeds

MICHIGAN STATE Kalkaska COUNTY Clearwater TOWNSHIP 32 SECTION T28N TOWN R8W RANGE

PLAT OR AREA

LaMont Tiffany and Celia E. Tiffany, also known as Celia Tiffany, his wife and in her own right, 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 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 South one-half (1/2) of the Northeast one-quarter (1/4) of Section thirty-two (32), Township twenty-eight (28) North, Range eight (8) West, excepting therefrom the West one-half (1/2) of the Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) of said Section thirty-two (32).

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 400 ft. nor less than 200 ft. East of the West line of Section 27, Township 28 North, Range 8 West at a point not more than 1320 ft. nor less than 1100 ft. South of the East and West quarter line of sd. Sec., run. th. Southwesterly to a point not more than 700 ft. nor less than 500 ft. West of the East line of Sec. 32 of sd. Twp. at a point not more than 700 ft. nor less than 500 ft. North of the East and West quarter line of sd. Sec. 32, th. Southwesterly to the North and South quarter line of Sec. 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. Sec. 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 parties of the first part, this 13th day of October, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes, Claude Blonshine, LaMont Tiffany, Celia E. Tiffany (L.S.)

STATE OF MICHIGAN) On this 13th day of October 1953.) ss. before me, a Notary Public of Osceola County, Michigan, acting in Kalkaska County, personally appeared

LaMont Tiffany and Celia E. Tiffany

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.

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00) on Dec 1956, July 1957, and 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. Tax Vouchers Yes
6. Other Documents Yes