

18

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TITLE DATA

Beatrice Amidon Gardner

NAME OF GRANTOR

Easement 5-19-53 12-22-53 171 15 401828

ACCOUNT NO. U. 540104

MAP 16

11714 FORM 321 MULTR

RIGHT OF WAY 71 PAGE 15

Parcel No. 101 Recorded 22 day of December A.D. 1953 at 8:30 o'clock P.M. Liber 71 Page 15 Marshall J. McKee Register of Deeds

MICHIGAN STATE Kalkaska COUNTY Clearwater TOWNSHIP 27 SECTION T28N TOWN R8W RANGE

PLAT OR AREA

Beatrice Amidon Gardner, formerly Beatrice Amidon 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 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 Clearwater County of Kalkaska and State of Michigan, to-wit: The Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section twenty-seven (27), and the North fifty-six (56) rods of the East eighty (80) rods of the Southeast one-quarter (1/4) of Section twenty-eight (28), all being in Township twenty-eight (28) North, Range eight (8) West, excepting therefrom the West two hundred (200) feet of the North fifty-six (56) rods of the Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of said Section twenty-eight (28), also excepting therefrom the West ten (10) rods of the North six (6) rods of the Southwest one-quarter (1/4) of said Section twenty-seven (27)

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. abv. desc. land alg. or adj. as near as prac. a line, which sd. line is desc. as beg. at a point not more than 400 ft. nor less than 200 ft. East of the East, North & South 1/8 line of Sec. 15, T 28 N, R 8 W, at a point not more than 100 ft. North of the South line of sd. Sec., run. th. Southwesterly to a point not more than 400 ft. nor less than 200 ft. East of the West line of Sec. 27 of sd. Twp. at a point not more than 1320 ft. nor less than 1100 ft. South of the East & West 1/4 line of sd. Sec. 27, 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 & West 1/4 line of sd. Sec. 32. 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 party of the first part, this 19th day of May, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes, Darrel W. Amidon, Beatrice Amidon Gardner (L.S.)

STATE OF MICHIGAN) On this 19th day of May 1953.) ss. before me, a Notary Public of Osceola County, Michigan, acting in Kalkaska County, personally appeared

Beatrice Amidon Gardner

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: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. LR4, Exh. 114a, Working Papers) with amounts of \$214.00 and journal entries 581.

MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. P-15532 Sheet 4 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 Releases _____
5. Tree Vouchers _____ Yes
6. Other Documents _____