

TITLE DATA

CONSUMERS POWER COMPANY

79-D114-1

TRACT 79-D114-5

MAP 16

16

13 VSA

Carrie L. Hamilton, et al
NAME OF GRANTOR
Easement | 5-20-53 | 12-22-53 | 71 | 19 |
KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

ACCOUNT NO. 401928 U. 540104

FORM 321 MULT. 11714

LIBER 71 PAGE 19
RIGHT OF WAY

Parcel No. 105
Recorded 22 day of December
A. D. 1953 at 8:30 o'clock A. M.
Liber 71 Page 19-20
Marshall J. McKee
Register of Deeds

MICHIGAN | Kalkaska | Clearwater
STATE | COUNTY | TOWNSHIP
MUNICIPALITY | 22 & 27 | T28N | R8W
SECTION | TOWN | RANGE

PLAT OR AREA

Carrie L. Hamilton; Cecil C. Lanphear and Mildred Lanphear, his wife, and in her own right. first parties, consideration of One Dollar (\$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 ~~wood~~ 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 South one-half (1/2) of the Southwest one-quarter (1/4) of Section twenty-two (22), and the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section twenty-seven (27), all being in Township twenty-eight (28) North, Range eight (8) West.

The route to be taken by said lines of ~~wood~~ 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.

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 ~~wood~~ 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 20th day of May, 1953.

Signed, Sealed and Delivered in Presence of
Jesse Mapes } Cecil C. Lanphear (L.S.)
Roscoe Hamilton } Mildred M. Lanphear (L.S.)
Jesse Mapes } Carrie L. Hamilton (L.S.)
Phyllis N. Lanphear

STATE OF MICHIGAN)
County of Allegan) ss. On this 20th day of May 1953 before me, a Notary Public of Osceola Michigan, acting in Allegan County, personally appeared Cecil C. Lanphear and Mildred M. Lanphear

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

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 journal entries 581 and dates Dec 1956, July 1957, Nov 1957.

MAPPED AND CHECKED

SEE NOTE #1 FOR ADDITIONAL TITLE

GENERAL ENGINEERING MAP REFERENCES

OTHER DATA AND NOTES

Line Map No. P-15532 Sheet 4 of 9 Sheets
 Plan & Profile No. _____ Sheet of Sheets
 Survey Map No. _____ Sheet of Sheets

NOTE #1

Additional title was acquired for a right of way across the land described on the caption of this tract as follows:

1. Roscoe Hamilton and wife, Donnabelle; Lois W. Smetana; Irene H. Longton; R. V. Hamilton and wife, Gladys; Henry Hamilton and wife, Helen; Harry Hamilton and wife, Virginia; Glenna Hamilton Starr; Wesley W. Hamilton and wife, Mary Lou.
 9-30-53 12-22-53 71-21 Esmt.
2. Consumers Power Company

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search Yes
4. Mortgage Release Liber 21 Page 359
5. Tree Vouchers Yes
6. Other Documents _____

