

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 96-D114-4

Christopher Ruttan and wife, Minnie

NAME OF GRANTOR

Easement

5-26-53

12-22-53

71

47

401828

ACCOUNT NO.

0.540104

MAP

16

FORM 321 MULTH

LIBER 71 PAGE 47  
RIGHT OF WAY

Parcel No. 125  
Recorded 22 day of December  
A.D. 1953 at 8:30 o'clock A.M.  
Liber 71 Page 47  
Marshall J. Mapee  
Register of Deeds

MICHIGAN  
STATE

Kalkaska  
COUNTY

Clearwater  
TOWNSHIP

MUNICIPALITY

12  
SECTION

T28N  
TOWN

R8W  
RANGE

PLAT OR AREA

Christoper Ruttan, also known as Chris Ruttan, and Minnie Ruttan, 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 ~~wooden~~ 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, State of Michigan, to-wit: The North one-half (1/2) of the Northwest one-quarter (1/4), the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) and the Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twelve (12), Township twenty-eight (28) North, Range eight (8) West.

The route to be taken by said lines of ~~wooden~~ 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 300 ft. East of the North & South 1/4 line of Sec. 31, T 29 N, R 7 W, at a point not more than 400 ft. nor less than 200 ft. North of the East & West 1/4 line of sd. Sec., run. th. Southwesterly to a point not more than 500 ft. nor less than 300 ft. West of the North & South 1/4 line of Sec. 12, T 28 N, R 8 W, at a point not more than 600 ft. nor less than 400 ft. South of the North line of sd. Sec. 12, th. Southwesterly to a point not more than 600 ft. nor less than 400 ft. East of the East, North & South 1/8 line of Sec. 14, T 28 N, R 8 W, at a point not more than 900 ft. nor less than 700 ft. North of the East & West 1/4 line of sd. Sec. 14. 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 ~~wooden~~ 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, S. and seal S. of the parties of the first part, this 26th day of May, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapee  
Jesse Mapee  
Dorothea L. Ruttan  
Dorothea L. Ruttan

Christopher Ruttan  
Christopher Ruttan (L.S.)  
Minnie Ruttan  
Minnie Ruttan (L.S.)

STATE OF MICHIGAN )  
County of Kalkaska ) ss. On this 26th day of May 1953, before me, a Notary Public of Osceola Michigan, acting in Kalkaska County, personally appeared Christopher Ruttan and Minnie Ruttan

to me known to be the same person S. named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

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

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1956	581)				
July 1957	581)	Original Cost (See Vol. 1R4, Exh. 114a, Working Papers)	\$ 214.00		\$ 214.00
Nov 1957	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. Contents of Title \_\_\_\_\_
- 3. Title Certificate \_\_\_\_\_ Yes
- 4. Mortgage Release \_\_\_\_\_
- 5. Tree Vouchers \_\_\_\_\_ Yes
- 6. Other Documents \_\_\_\_\_