

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 97-D114-1
97-D114-5
MAP 16

Roy E. Lawrence and wife, Inez Leota
NAME OF GRANTOR

Easement 6-18-53 12-22-53 71 48 401828
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. U. 540104

FORM 321 M.U.L.T.H.

LIBER 71 PAGE 48
RIGHT OF WAY

Parcel No 26-13C
Recorded 22 day of December
A.D. 1953 at 8:30 o'clock A.M.
Liber 71 Page 48
Marshall J. Mapes
Register of Deeds

MICHIGAN STATE | Kalkaska COUNTY | Clearwater TOWNSHIP
MUNICIPALITY | 1 & 12 SECTION | T28N TOWN | R8W RANGE

PLAT OR AREA

Roy E. Lawrence and Inez Leota Lawrence, also known as Leota Lawrence, 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~~, 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 parcels are situate in the Township of Clearwater county of Kalkaska and State of Michigan, to-wit: The East one-half (1/2) of the Northeast one-quarter (1/4) of Section one (1) and the Northwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section twelve (12), all being in Township twenty-eight (28) North, Range eight (8) West.

The route to be taken by said lines of ~~poles~~ 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 sd. 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 sd. 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.

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~~ 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 18th day of June, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes }
Jesse Mapes }
Ford Hittle }
Ford Hittle }
Roy E. Lawrence (L.S.)
Inez Leota Lawrence (L.S.)
(L.S.)
(L.S.)

STATE OF MICHIGAN)
) ss. On this 18th day of June 1953.
) Before me, a Notary Public of Osceola County,
County of Kalkaska) Michigan, acting in Kalkaska County, personally appeared

Roy E. Lawrence and Inez Leota Lawrence

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

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1956	581	Original Cost (See Vol. 1R4, Exh. 114a, Working Papers)	\$ 289.00		\$ 289.00
July 1957	581				
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. Opinions of Title _____
3. Title Search Yes _____
4. Mortgage Release _____
5. Tree Vouchers Yes _____
6. Other Documents _____