

TITLE DATA

CONSUMERS POWER COMPANY 16

154-D85-4

C. K. Wallace & wife, Helen (13)

TRACT 154-D85-4

Easement | 5-1-52 | 5-21-52 | K | 408 |

ACCOUNT NO. 100.110-340.000

MAP 11

FORM 321 MULTH

Parcel No. 3 Recorded day of A.D. 19 at o'clock M. Liber Page

RIGHT OF WAY

Register of Deeds

C. K. Wallace and Helen W. Wallace, his wife first parties... consideration of One Dollar (\$1.00) to them paid by the CONSUMERS POWER COMPANY...

The South one-half (S 1/2) of the Northeast one-quarter (NE 1/4) of Section thirty-two (32), Township thirty-one (31) North, Range three (3) West.

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: Beginning at a point on the East and West quarter line of Section thirty-two (32), Township thirty-one (31) North, Range three (3) West...

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 towers, poles and other supports...

WITNESS the hands and seals of the parties of the first part, this 1st day of July, 1952.

Signed, Sealed and Delivered in Presence of Clara R. Donahue, C. K. Wallace, Helen W. Wallace, C. E. Merritt

STATE OF MICHIGAN ) On this 1st day of July, 1952, before me, a Notary Public of Jackson County, Michigan, acting in Jackson County, personally appeared C. K. Wallace and Helen W. Wallace

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.

C. E. Merritt Notary Public, Jackson Co., Mich. My commission expires Feb 18, 1955

MAPPED AND CHECKED

(See Notes #1, #2, & #3, for Details of this Easement)

Michigan Otsego Livingston STATE COUNTY TOWNSHIP MUNICIPALITY SECTION TOWN RANGE

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol LR4, Exhibit 85a, Working Papers) and JOURNAL ENTRY (200).

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 1 of 4 Sheets  
 Plan & Profile No. PP 15047 Sheet 1 of Sheets  
 Survey Map No. \_\_\_\_\_ Sheet of Sheets

OTHER DATA AND NOTES

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract Yes
2. Copies of Title Yes
3. Title Search Yes
4. Mortgage Release \_\_\_\_\_
5. Death Certificate of P. J. Kellerson

(1) C. K. Wallace acquired title to the following land:

1. Isaac Norton, a single man  
10-10-51 10-10-51 57-225 W. D.
2. C. K. Wallace

Forever, all that certain piece or parcel of land situate and being in the Township of Livingston, County of Otsego, and State of Michigan, and described as follows, to-wit:

The  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 32, Township 31 North, Range 3 West.

(2) C. K. Wallace conveyed the following:

1. C. K. Wallace & wife, Helen  
5-1-52 Covenant Deed
2. Trees, Incorporated

X-4

Forever, all that certain piece or parcel of land, situate and being in the Township of Livingston, County of Otsego and State of Michigan, known and described as follows, to-wit:

The  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 32, T31N, R3W.

Excepting and Reserving to first parties, their heirs and assigns Forever, the easement and right to erect, lay, maintain and enlarge one line of poles and/or other supports, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over and across the land herein conveyed on a line, which line is described as beginning at a point on the East and West quarter line of Section 32, T31N, R3W, approximately 21 feet W of the SE corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section, running thence NE'ly in a straight line which would intersect the N line of said Section 32 at a point approximately 100 feet W of the NE corner of said Section 32. Together with the right to cut, trim, remove or otherwise destroy all trees and brush growing on a strip of land 150 feet wide, being 75 feet on each side of the center line of said electric transmission line as above described.

With full right and authority to first parties, their heirs, licensees, lessees or assigns, and their agents and employees to enter at all times upon said land for the purpose of patrolling and constructing, repairing, removing, replacing, enlarging and maintaining such wires, cables, conduits, poles and/or other supports with all necessary braces, guys, anchors, manholes and transformers and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication. 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 first parties, their heirs and assigns. It is further expressly understood that non-use or a limited use of the easement hereby reserved by first parties shall not prevent first parties, their heirs and assigns, from later making use of the easement to the full extent herein authorized.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in Law or Equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said party of the second part, its successors and assigns, FOREVER. And the said parties of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that they, the said parties of the first part, have not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof is, are or shall, or may be charged or incumbered in title, estate or otherwise howsoever, except the easement herein reserved.

(3) C. K. Wallace conveyed the easement as shown on the caption of this tract to Consumers Power Company.

TITLE HISTORY

See Notes #1, #2, & #3.

