

13

TITLE DATA

CONSUMERS POWER COMPANY 16

TRACT 66-D90-3

Joseph Biermacher, a single man  
NAME OF GRANTEE  
Perpetual Easement 11-15-50 2-27-51 187 110  
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

MAP 3

4,540.04

FORM 321 M-10-11

LIBER 187 PAGE 110

Parcel No. 71.

RIGHT OF WAY

Recorded 12th day of February  
A.D. 1951 at 10:00 o'clock A.M.  
Liber 187 Page 110  
Claudia M. Foxley  
Register of Deeds

Michigan  
STATE

Grand Traverse  
COUNTY

Mayfield  
TOWNSHIP

MUNICIPALITY

SECTION 5

T25N  
TOWN

R11W  
RANGE

PLAT OR AREA

Joseph Biermacher, a single man  
first part of consideration of One Dollars (\$1.00) to him  
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 con-  
sisting of towers, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-  
mitting 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 parcel is situate in the Township of Mayfield County of Grand Traverse  
and State of Michigan, to-wit: The East one-half (1/2) of the East one-half  
(1/2) of the Northwest one-quarter (1/4) of Section five (5), Township twenty-five (25) North,  
Range eleven (11) West.

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land  
being more specifically described as follows: Second party may locate said route on, over and across  
said above described land within 50 feet on either side of a line which said line is described  
as beginning at a pt. approx. 600 feet North of the South line of Sec. 29, Township 26 North,  
Range 11 West, at a pt. approx. where a line intersects the North and South quarter line of  
said Sec. 5, thence Southwesterly to a pt. approx. 300 feet South of the North line of Sec. 5,  
Township 25 North, Range 11 West, at a pt. approx. 75 feet West of the North and South quarter  
line of said Sec. 5, thence Southwesterly to a pt. approx. 40 feet East of the North and South  
quarter line of Sec. 13, Township 25 North, Range 12 West, at a pt. approx. 250 feet South of  
the East and West quarter line of said Section 13.

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 ~~wires~~ poles and other  
supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and support-  
ing and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy  
and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere  
with the maintenance of such 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 ex-  
pressly 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 part Y of the first part, this 15th day  
of November 1950.

Signed, Sealed and Delivered in presence of

A. J. Trefry  
Louis M. Biermacher  
Louis M. Biermacher  
Joseph Biermacher  
(L.S.)  
(L.S.)  
(L.S.)  
(L.S.)

STATE OF MICHIGAN )  
) ss. On this 15th day of November 1950.  
County of Grand Traverse ) before me, a Notary Public of Jackson County,  
Michigan, acting in Grand Traverse County, personally appeared

Joseph Biermacher

to me known to be the same person named in and who executed the  
foregoing instrument, and ~~personally~~ acknowledged the execution of the  
same to be his free act and deed.

A. J. Trefry  
Notary Public, Jackson Co., Mich.  
My commission expires April 6, 1953.

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
	118 05			118 05	Original Cost (See Vol LR4, Exhibit 90a, Working Papers)	200	Dec 1952				

22  
50

BP

MAPPED  
AND  
CHECKED



GENERAL ENGINEERING MAP REFERENCES

OTHER DATA AND NOTES

Line Map No. 14923 Sheet 4 of 5 Sheets  
Plan & Profile No. 14923 Sheet 7 of 24 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 Voucher Yes \_\_\_\_\_

TITLE HISTORY

1. Joseph Biermacher, a single man  
11-15-50 2-27-51 187-110 Esmt
2. Consumers Power Company