

13

TITLE DATA

683227

CONSUMERS POWER COMPANY 03

TRACT 326-D318-1-1 Cont'd.

Stacey R. Fultz & wife Miriam

Easement 1-4-50 8-30-51 36 462
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100,110-340,000

MAP 13

Parcel No. 41

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

RIGHT OF WAY

Recorded _____ day of _____
A. D. 19____ at _____ o'clock _____ M.
Liber _____ Page _____

Register of Deeds

Michigan | Oscoda | Greenwood
STATE | COUNTY | TOWNSHIP
MUNICIPALITY | 22 | T28N | R1E
SECTION | TOWN | RANGE

PLAT OR AREA

Stacey R. Fultz and Miriam M. Fultz, his wife:
first part, ies, consideration of _____ Dollars (\$1,000) 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 ~~CONCRETE~~ 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 parcel is _____ situate in the Township _____ of Greenwood County of Oscoda _____ and State of Michigan, to-wit:

The South one-half (1/2) of the Southwest one-quarter of Section twenty-two (22), Township twenty-eight (28) North, Range one (1) East.

The route to be taken by said lines of ~~CONCRETE~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may loc. sd. etc. on, over and across sd. above desc. land within 50 ft. on either side of a line, which sd. line is desc. as beg. on the East 1/2 West quarter line of Sec. 17, Township 28 North, Range 1 East, at a pt. not more than 950 ft. nor less than 750 ft. East of the North & South quarter line of sd. Sec. 17, run th. Southeasterly to a pt. not more than 500 ft. nor less than 300 ft. East of the West line of Sec. 22 of sd. Twp. at a pt. not more than 1150 ft. nor less than 950 ft. North of the South line of Sec. 22, run th. Southeasterly to a pt. approx. 100 ft. North of the South line of Sec. 25 of sd. Twp. at a pt. 1000 ft. East of the West line of sd. Sec. 25.

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 ~~CONCRETE~~ 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 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 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 lines of poles and wires.

WITNESS the hand S and seal S of the part ies of the first part, this 4th day of January, 1950.

Signed, Sealed and Delivered in Presence of
Jesse Mapes (L.S.)
John A. Jorgenson (L.S.)
Stacey R. Fultz (L.S.)
Miriam M. Fultz (L.S.)

STATE OF MICHIGAN)
County of Wayne) ss. On this 4th day of January, 1950,
before me, a Notary Public of Osceola County,
Michigan, acting in Wayne County, personally appeared
Stacey R. Fultz and Miriam M. Fultz

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 Mapes
Notary Public, Osceola Co., Mich.
My commission expires April 15, 1951

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1951	200)	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)	528.09		528.09
Dec 1952	200)				

MAPPED AND CHECKED

1

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 3 of 8 Sheets
Plan & Profile No. P-14896 Sheet 12 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 Voucher Yes _____

TITLE HISTORY

1. Stacey R. Fultz & wife, Miriam
1-4-50 8-30-51 36-462 Esmt
2. Consumers Power Company