

13

TITLE DATA

683227

CONSUMERS POWER COMPANY 03

TRACT 334-D318-2 Cont'd.

Azell I. VanDyke & wife, Agnes
NAME OF GRANTOR

Easement 1-22-51 5-23-51 36 363
KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

MAP 13

Parcel No. 57.

FORM 321 MULTH

RIGHT OF WAY

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

Register of Deeds

Michigan | Oscoda | Greenwood
STATE COUNTY TOWNSHIP

| | 6 | T28N | R1E
MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Azell I. VanDyke and Agnes L. VanDyke, his wife and in her own right
First part, 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 ~~xxxxxx~~ 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 North fractional one-half (1/2) of the Southwest one-quarter (1/4) of Section six (6), Township twenty-eight (28) North, Range one (1) East.

The route to be taken by said lines of ~~xxxxxx~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may loc. sd. rte. on, over & across sd. above des. land within 50 ft. on either side of a line, which sd. line is des. as beg. at a pt. approx. 100 ft. East of the West line of Sec. 35, Township 29 North, Range 1 West, at a pt. approx. 1200 ft. South of the North line of sd. Sec. 35, run. th. Southeasterly to a pt. approx. 100 ft. East of the West line of Sec. 6, Township 28 North, Range 1 East, at a pt. approx. 500 ft. South of the East & West quarter line of sd. Sec. 6, run. th. Southeasterly to a pt. not more than 1200 ft. nor less than 1000 ft. South of the East & West quarter line of sd. Sec. 6 at a pt. not more than 1100 ft. nor less than 900 ft. East of the West line of sd. Sec. 6, run. th. Southeasterly to the East & West quarter line of Sec. 17 of sd. Twp. at a pt. not more than 950 ft. nor less than 750 ft. East of the North & South quarter line of sd. Sec. 17.
With full right and authority to the second party, its successors, licensees 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 ~~xxxxxx~~ 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 line of poles and wires.

WITNESS the hand and seal of the parties of the first part, this 22nd day of January, 1951.

Signed, Sealed and Delivered in Presence of
Jesse Mapes (L.S.)
Jesse Mapes
Burton L. VanDyke (L.S.)
Burton L. VanDyke
Azell I. VanDyke (L.S.)
Azell I. VanDyke
Agnes L. VanDyke (L.S.)
Agnes L. VanDyke

STATE OF MICHIGAN)
On this 22nd. day of January 19 51.
) ss. before me, a Notary Public of Osceola County,
County of Eaton) Michigan, acting in Eaton County, personally appeared

Azell I. VanDyke and Agnes L. VanDyke

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, 1951.

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1951	200)	Original Cost (See Vol IR4, Exhibit 85a, Working Papers)	464 60		464 60
Dec 1952	200)		464 60		

MAPPED AND CHECKED

e Map No. 14896
 an & Profile No. P 14896
 urvey Map No. _____

87 Sheets
 Sheets
 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. Azell I. VanDyke & wife, Agnes.
1-22-51 5-23-51 36-363 Esmt
2. Consumers Power Company

