51

Joseph F. Wesley & wife, Clara N.73 690842

## CONSUMERS POWER COMPANY /6

TRACT_	100-007-3
MAP_	2

	NAME OF GRA	NTOR		
Easement		1 5-26-51 1	JΙ	<u> 218 I</u>
ND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE

ACCOUNT NO.100.110-340.000

TRACT	106-D85-3
MAP	2

Parcel No. 72.  FORM 321 MULTH  Recorded day of	Michigan   Otsego   Ch
RIGHT OF WAY  Recordedday of	MUNICIPALITY SECTION TO
Register of Deeds	PLAT OR AREA
JOSEPH F. Wesley and Clara N. Wesley, his wife and in her own right  first part ies, consideration of	BALANCE 353 10
twenty-nine (29) North, Range two (2) West.	TRANSFERS
The route to be taken by said lines of the contents, poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate sd.route on, over and 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. 50 ft.East of the West, North and South eighth line of Sec.12, Township 29 North, Range 2 West, at a pt.approx. 1250 ft.North of the South line of sd.Sec., run.th.Northwesterly to a pt.approx. 350 ft.North of the East and West quarter line of sd.Sec.12 at a pt. approx. 450 ft.East of the West line of sd.Sec., run.th.Northwesterly to the South line of Sec.2 of sd.Twp. at a pt. approx. 600 ft. East of the West line of sd.Sec.2.	353 10
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 Commons poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing therefor and supporting and suspending thereform 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 S and seals of the parties of the first part, this 8th. day  Of February 1951.  Signed, Sealed and Delivered in presence of Charles F. Reinowski (L. S.)	t (See Vol IR4, Exhibit 85a, Working Papers)
(L.S.)  STATE OF MICHIGAN  On this Sth. day of February 19_51.  Sa. before me, a Notary Public of Osceola County.  County of Wayne  Joseph F. Wesley and Clara N. Wesley	OURNAL 1T 200) Original Cost 200)
to me known to be the same person_g_named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.	DATE JOURN ENTR ENTR C 1951 200)

## TITLE HISTORY

- 1. Joseph F. Wesley & wife, Clara N. 2-8-51 5-26-51 J-218 Esmt
- 2. Consumers Power Company