

TITLE DATA

CONSUMERS POWER COMPANY 16

TRACT 107-D85-4

Department of Conservation, State of Michigan
NAME OF GRANTOR
Easement 2-19-51 1-4-52 K 138
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

MAP 2

4. 540104

FORM 321 MULTH

L-1978 (27) Parcel No. 73.

RIGHT OF WAY

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

Register of Deeds

Michigan STATE

Otsego COUNTY

Chester TOWNSHIP

MUNICIPALITY

SECTION 11

T29N R2W TOWN RANGE

PLAT OR AREA

Department of Conservation for the State of Michigan, by Gerald E. Eddy, Director,
first party, consideration of One Dollar (\$1.00) to it
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 ~~quitclaim~~ to the
second party, its successors and assigns. Forever, the easement and right to erect, lay and maintain lines consist-
ing of ~~xxxxxx~~ 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 Chester County of Otsego
and State of Michigan, to-wit:

The North one-half (1/2) of the Northwest one-quarter (1/4) of Section eleven (11), Township twenty-
nine (29) North, Range two (2) West.

As a further consideration for the issuance of this easement Consumers Power Company agrees to
notify the Department's authorized representative prior to commencing operations under this
easement.

It is understood and agreed that in the event this electric pole line is abandoned for a period
of one year the rights granted herein are to cease and be of no effect.

It is understood that any relocation of a line constructed under this easement will require the
approval of the Department of Conservation.

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 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 point approximately 50 feet East of the West, North and South eighth line of
Section 12, Township 29 North, Range 2 West, at a point approximately 1250 feet North of the
South line of said Section, running thence Northwesterly to a point approximately 350 feet North
of the East and West quarter line of said Section 12 at a point approximately 450 feet East of
the West line of said Section, running thence Northwesterly to the South line of Section 2 of
said Township at a point approximately 600 feet East of the West line of said Section. The right
of way to be cleared to a width not to exceed 50 feet on each side of the center line of said

right of way. 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 ~~xxxxxx~~ 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, 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, oper-
ation 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 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. All commercial forest products cut from the right of way shall be the prop-
erty of the Department of Conservation and shall be cut and piled as directed by its Field
Representative.

Witness the hand and seal of the part y of the first part, this 19th day
of February 1951.

Signed, Sealed and Delivered in Presence of

J. D. Stephansky
Colleen R. Boyer
Colleen R. Boyer

DEPARTMENT OF CONSERVATION FOR THE STATE OF MICHIGAN

By Gerald E. Eddy, Director (L. S.)

STATE OF MICHIGAN)
) ss.
County of _____)

On this _____ day of _____ 19____
before me, a Notary Public of _____ County,
Michigan, acting in _____ County, personally appeared

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 free act and deed.

Notary Public, _____ Co., Mich.
My commission expires _____

BALANCE	PLAT OR AREA									
	1	2	3	4	5	6	7	8	9	10
\$ 160 10										
TRANSFERS										
AMOUNT	\$ 160 10									
ITEMS OF COST	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)									
JOURNAL ENTRY	200									
	200									
DATE	Dec 1951									
	Dec 1952									

MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 6 of 8 Sheets
Plan & Profile No. P 14896 Sheet 23 of Sheets
Survey Map No. _____ Sheet _____ of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search See Inst. #1, Sec:20, T29N, R1W
4. Mortgage Release _____

TITLE HISTORY

1. Department of Conservation, State of Michigan
2-19-51 1-4-52 K-138 Esmt
2. Consumers Power Company