

13

TITLE DATA

690826 (500-21) 434

CONSUMERS POWER COMPANY 16

344-D318-2 Cont'd.

Ardine M. Green

NAME OF GRANOR

Easement 1-4-52 3-19-52 K 3071

ACCOUNT NO. 100.110-340.000 U 570104

TRACT 1 MAP 6 & 2

1949

Parcels No. 76 & 77

RIGHT OF WAY

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

Register of Deeds

Michigan Otsego Chester STATE COUNTY T29N T30N R2W MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Ardine Green, also known as Ardine M. Green, first party, consideration of One Dollars (\$1.00) to her paid by the CONSUMERS POWER COMPANY...

The Southwest one-quarter (1/4) of Section thirty-four (34), Township thirty (30) North, Range two (2) West, and the Northeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section three (3), Township twenty-nine (29) North, Range two (2) West.

The route to be taken by said lines of 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 along or adjoining as near as practicable a line, which sd. line is des. as beg. on the South line of Sec. 2, Township 29 North, Range 2 West, at a pt. approx. 600 ft. East of the West line of sd. Sec., run. th. Northwesterly to the North line of Sec. 3 of sd. Township at a pt. not more than 450 ft. West of the North quarter post of sd. Sec. 3, run. th. Northwesterly to a pt. not more than 1320 ft. South of the East and West quarter line of Sec. 34, Township 30 North, Range 2 West, at a pt. not more than 650 ft. East of the West line of sd. Sec., run. th. North to the East and West quarter line of sd. Sec. at a pt. not more than 650 ft. East of the West line of sd. Sec. 34.

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 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, 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 and seal of the party of the first part, this 4th day of January, 1952

Signed, Sealed and Delivered in presence of Robert B. Butler, John O. Kilpatrick, Ardine Green (L.S.)

FLORIDA STATE OF FLORIDA On this 4th day of JANUARY 1952 before me, a Notary Public of Pinellas County, Florida acting in County, personally appeared ARDINE GREEN.

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

Notary Public, My commission expires July 20, 1953. Notary Public, State of Florida at large My commission expires July 20, 1953. Bonded by American Surety Co. of N. Y.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol 1R4, Exhibit 85a, Working Papers) on Dec 1951 and Dec 1952.

MAPPED AND CHECKED

(See Note #1 for Additional Title)

1

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 6 of 8 Sheets
 Plan & Profile No. P14896 Sheet 24+25 of 25 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 _____
6. Petition for Letters of Administration showing heirship & final report showing discharge in matter of the estate of Anna M. Tobias, deceased.

1. Consumers Power Company also acquired a right of way across the land described on the caption of this tract as follows:

A.

1. Newton W. Wolf, et al
12-12-50 6-27-51 J-245 Esmt
2. Consumers Power Company

B.

1. Marie E. Cornwell, et al
6-26-51 1-4-52 K-139 Esmt
2. Consumers Power Company

TITLE HISTORY

1. Ardine M. Green
1-4-52 3-19-52 K-307 Esmt
2. Consumers Power Company

Consumers Power Company also acquired a right of way across the land described on the caption of this tract as follows:

- 1. Newton W. Wolf, et al
12-12-50 6-27-51 J-245 Esmt
- 2. Consumers Power Company

CONSUMERS POWER COMPANY

344-D318-2

TRACT 1 CONTINUED

ACCOUNT NO. 100.110-340.000

MAP

Parcel No. 76.

FORM 321 MULTH

RIGHT OF WAY

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

Register of Deeds

Newton W. Wolf and Margaret C. Wolf, his wife; Anna P. DeTrempe and Marie E. Cornwell first parties, 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 ~~wooden~~ 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 Chester County of Otsego and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section three (3), Township twenty-nine (29) North, Range two (2) West.

The route to be taken by said lines of ~~wooden~~ 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 on the south line of Section 2, Township 29 North, Range 2 West; at a point approximately 600 feet East of the West line of said Section 2, running thence Northwesterly to the North line of Section 3 of said Township at a point approximately 1900 feet East of the West line of said Section 3.

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 ~~wooden~~ 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.

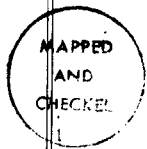
WITNESS the hand and seal of the parties of the first part, this 12th day of December, 1950.

Signed, Sealed and Delivered in Presence of
 H. P. Cornwell
 D. L. Aldrich
 Newton W. Wolf (L.S.)
 Margaret C. Wolf (L.S.)
 Anna P. DeTrempe (L.S.)
 Marie E. Cornwell (L.S.)

STATE OF Michigan)
) ss. On this 12th day of December, 1950
 County of Oshtemo) before me, a Notary Public of Rauia County, personally appeared
Newton W. Wolf and Margaret C. Wolf
Anna P. DeTrempe
Marie E. Cornwell

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.

Notary Public, My commission expires Feb. 11, 1951 Rauia Co., Mich.



Parcel No. 77.

FORM 321 MULTH

RIGHT OF WAY

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

Register of Deeds

Marie E. Cornwell, also known as Marie Cornwell; Newton W. Wolf and Margaret C. Wolf, his wife; Anna P. DeTrempe first parties, 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 ~~wooden~~ 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 Chester County of Otsego and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of Section thirty-four (34), Township thirty (30) North, Range two (2) West.

The route to be taken by said lines of ~~wooden~~ 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 along or adjoining as near as practicable a line, which sd. line is des. as beg. on the South line of Sec. 34, Township 30 North, Range 2 West, at a pt. not more than 450 ft., nor less than 350 ft., West of the North and South quarter line of sd. Sec., run th. Northwesterly to a pt. not more than 1320 ft. South of the East and West quarter line of sd. Sec. at a pt. not more than 660 ft. East of the West line of sd. Sec., run th. North to the East and West quarter line of sd. Sec. at a pt. not more than 660 ft. East of the West line of sd. Sec. 34.

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 ~~wooden~~ 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, 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 and seals of the parties of the first part, this 26th day of June, 1951.

Signed, Sealed and Delivered in presence of
 A. J. Trefry
 K. P. Cornwell
 Marie E. Cornwell (L.S.)
 Newton W. Wolf (L.S.)
 Margaret C. Wolf (L.S.)
 Anna P. DeTrempe (L.S.)

STATE OF ILLINOIS)
) ss. On this 26th day of June, 1951
 County of Rockford) before me, a Notary Public of Rockford County, personally appeared
Marie E. Cornwell, Newton W. Wolf,
Margaret C. Wolf, Anna P. DeTrempe

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.

Notary Public, My commission expires 2-11-55 Rockford Co., Ill.