

13

TITLE DATA

CONSUMERS POWER COMPANY 16

Ike Jaruzel, a single man

690800

TRACT 347-D318-2-2 Cont'd

NAME OF GRANTOR

Easement 11-17-50 5-26-51 J 215

ACCOUNT NO. 100.110-340.000

MAP 6

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

Parcel No. 83.

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 Otsego Chester STATE COUNTY TOWNSHIP MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Ike Jaruzel, a single man first party consideration of One Dollar (\$1.00) to him 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 ~~wires~~ 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 parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Chester County of Otsego and State of Michigan, to-wit:

The Southwest one-quarter (1/4) and the Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section twenty (20), Township thirty (30) North, Range two (2) West.

The route to be taken by said lines of ~~wires~~ 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 28, Township 30 North, Range 2 West, at a point approximately 1850 feet West of the East line of said Section, running thence Northwesterly to a point approximately 600 feet North of the South line of section 20 of said Township at a point approximately 1030 feet West of the East line of said Section, running thence Northwesterly to the East line of Section 24, Township 30 North, Range 3 West, at a point approximately 620 feet North of the East quarter post of said Section 24.

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 ~~wires~~ 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 party of the first part, this 17th day of November, 1950.

Signed, Sealed and Delivered in Presence of

Jesse Mapes, Julia Kowalski, Ike Jaruzel (L.S.)

STATE OF MICHIGAN) On this 17th day of November 1950, before me, a Notary Public of Osceola County, Michigan, acting in Osceola County, personally appeared Ike Jaruzel

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

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

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol 184, Exhibit 85a, Working Papers) dated Dec 1951 and Dec 1952.

Vertical handwritten note: Consumers Power 117-085-2

Small circular stamp with the number 7.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 7 of 8 Sheets
Plan & Profile No. P 14896 Sheet 27 of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Copies of Title _____
3. Title Search Yes _____
4. Mortgage Release _____
5. Tree Voucher Yes _____

TITLE HISTORY

1. Ike Jaruzel, a single man
11-17-50 5-26-51 J-215 Esmt
2. Consumers Power Company

RECORDED
INDEXED
MAY 20 1951
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