

TITLE DATA

690008

CONSUMERS POWER COMPANY 16

[Hedwig Miller, et al] (13)

TRACT 124-D85-1

Easement 11-22-50 5-23-51 J 190

ACCOUNT NO. 100.110-340.000

MAP 7

U 540104

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

Michigan Otsego Bagley STATE COUNTY TOWNSHIP MUNICIPALITY SECTION TOWN RANGE

Parcel No. 91.

Hedwig Miller; Mack Miller, a single man; Helen Miller; Marion Miller, a single man; Irene Ziekus; formerly Irene Renkiewicz; Edwin Renkiewicz, a single man; Bruno Miller, also known as Bernard Miller, a single man

first parties, in 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 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 Bagley, County of Otsego, and State of Michigan, to-wit:

The South one-half (1/2) of the South one-half (1/4) of Section fourteen (14), Township thirty (30) North, Range three (3) 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 said route on, over and across said above described land within fifty (50) feet on either side of a line, which said line is described as beginning on the East line of Section twenty-three (23), Township thirty (30) North, Range three (3) West, at a point approximately four hundred (400) feet South of the North line of said Section, running thence Northwesterly to the South, East and West eighth line of Section fifteen (15) of said Township at a point approximately two hundred (200) feet West of the East line of said Section fifteen (15).

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 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.

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Dec 1951 and Dec 1952 with amounts of 272.10.

ERP

MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 7 of 8 Sheets
Plan & Profile No. P 14896 Sheet 29+30 of 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 _____

TITLE HISTORY

1. Hedwig Miller, et al
11-22-50 5-23-51 J-190 Esmt
2. Consumers Power Company

2.

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 seal s of the part ies of the first part, this 22nd day of November, 19 50.

Signed, Sealed and Delivered in Presence of

Witness signatures: Jesse Mapes, Gilbert Grigg, Charles J. Ziekus, John Sisco, Stanley Karmanosky, Hedwig Miller, Mack Miller, Helen Miller, Marion Miller, Irene Ziekus, Edwin Renkiewicz, Bruno Miller.

3.

STATE OF MICHIGAN) County of Otsego) ss.

On this 22nd day of November, 19 50, before me, a Notary Public of Osceola County, Michigan, acting in Otsego County, personally appeared Hedwig Miller, Mack Miller, Helen Miller and Marion Miller

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

Notary signature: Jesse Mapes, Notary Public, Osceola County, Michigan

My commission expires April 15, 1951

STATE OF MICHIGAN) County of Kent) ss.

On this 24th day of November, 19 50, before me, a Notary Public of Osceola County, Michigan, acting in Kent County, personally appeared Irene Ziekus

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 her free act and deed.

Notary signature: Jesse Mapes, Notary Public, Osceola County, Mich.

My commission expires April 15, 1951.