

TITLE DATA

CONSUMERS POWER COMPANY 16

Kenneth R. Newberry, et al (13)
NAME OF GRANTOR

TRACT 136-D85-5

Easement 1-29-51 5-23-51 J 2011
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

MAP 7

11.540104

Parcel No. 104.
Recorded _____ day of _____
A.D. 19____ at _____ o'clock _____ M.
Liber _____ Page _____
Register of Deeds

RIGHT OF WAY

Kenneth R. Newberry and Merna K. Newberry, his wife and in her own right; Gerald D. Newberry, a single man first part ies, consideration of _____ Dollars (\$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 ~~XXXXXX~~ 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:

All that part of the Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section nine (9), Township thirty (30) North, Range three (3) West, lying Westerly of the Michigan Central Railroad right of way.

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 Westerly of and along and not more than sixty (60) feet from the Westerly line of the Michigan Central Railroad right of way.

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 ~~XXXXXX~~ 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 part ies of the first part, this 29th day of January 19 51.

Signed, Sealed and Delivered in Presence of
Donald F. McDonald } Kenneth R. Newberry (L.S.)
Virginia McDonald } Merna K. Newberry (L.S.)
Jesse Mapes } Gerald D. Newberry (L.S.)
Roy Newberry } (L.S.)

STATE OF MICHIGAN)
County of Oakland) ss. On this 29th day of January 19 51,
before me, a Notary Public of Shiawassee County,
Michigan, acting in Oakland County, personally appeared

Kenneth R. Newberry and Merna K. Newberry

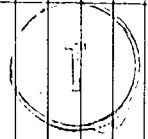
to me known to be the same person s named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Donald F. McDonald
Notary Public, Shiawassee Co., Mich.
My commission expires April 13, 1953.

Michigan	Otsego	Bagley
STATE	COUNTY	TOWNSHIP
	9	T30N R3W
	SECTION	TOWN RANGE

		PLAT OR AREA																				
BALANCE	\$ 179.10																					
TRANSFERS																						
AMOUNT	\$ 179.10																					

		ITEMS OF COST																				
JOURNAL ENTRY	200	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)																				
DATE	Dec 1951																					
	Dec 1952																					



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 7 of 8 Sheets
Plan & Profile No. P 14896 Sheet 32 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. Kenneth R. Newberry, et al
1-29-51 5-23-51 J-201 Esmt
2. Consumers Power Company

