

10 AM

TITLE DATA

(13) (13A)

690008

CONSUMERS POWER COMPANY

16

357-D318-2 Cont'd.

Theodore F. Janik & wife, Clara

NAME OF GRANTOR

Easement

11-22-50

5-23-51

J

191

ACCOUNT NO. 100,110-340,000

TRACT 1

MAP 7

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

Parcel No. 92.

FORM 321 M.U.T.H.

RIGHT OF WAY

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

Register of Deeds

Michigan STATE

Otsego COUNTY

Bagley TOWNSHIP

MUNICIPALITY

14 & 15 SECTION

T30N TOWN

R3W RANGE

PLAT OR AREA

Theodore F. Janik and Clara R. Janik, his wife and in her own right 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 ~~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 parcels are situate in the Township of Bagley County of Otsego and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section fourteen (14) and the South one-half (1/2) of the Southeast one-quarter (1/4) of Section fifteen (15), being all in Township thirty (30) North, Range three (3) West.

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 on the East line of Section 23, Township 30 North, Range 3 West, at a point approximately 400 feet South of the North line of said Section, running thence Northwesterly to the South, East and West eighth line of Section 15 of said Township at a point approximately 200 feet West of the East line of said Section 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 ~~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 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 22nd day of November 1950.

Signed, Sealed and Delivered in Presence of

Jesse Mapes
Jesse Mapes
Leonard Wojtkowiak
Leonard Wojtkowiak

Theodore F. Janik
Theodore F. Janik
Clara R. Janik
Clara R. Janik

STATE OF MICHIGAN)
County of Otsego) ss.

On this 22nd day of November 1950 before me, a Notary Public of Osceola County, Michigan, acting in Otsego County, personally appeared

Theodore F. Janik and Clara R. Janik

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.

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

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1951	200)	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)	138 10		138 10
Dec 1952	200)				

MAPPED AND CHECKED

7

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 14896 Sheet 7 of 8 Sheets
Plan & Profile No. P 14896 Sheet 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 Subj. to mtg. Fed. Land Bank,
St. Paul, Minn.
5. Tree Voucher Yes

TITLE HISTORY

1. Theodore F. Janik & wife, Clara
11-22-50 5-23-51 J-191 Esmt
2. Consumers Power Company