

13

TITLE DATA

693606

CONSUMERS POWER COMPANY 16

E. L. Rasmussen, a married man, & Frances Kollarney

TRACT 162-D85-1

Easement 6-19-51 6-28-51 J 274

ACCOUNT NO. 100.110-340.000
11 540104

MAP 11

FM 3001
FORM 321 MULTH

57520

RIGHT OF WAY

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

Register of Deeds

E. L. Rasmussen, a married man, and Frances Kollarney, also known as Frances Kollarney

first part ies, 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 parcel is situate in the Township of Livingston County of Otsego and State of Michigan, to-wit:

The South one-half (1/2) of the Southwest one-quarter (1/4) of Section sixteen (16), Township thirty-one (31) 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 along or adjoining as near as practicable a line, which said line is described as beginning on the East and West quarter line of Section 21, Township 31 North, Range 3 West, at a point not more than 700 feet nor less than 600 feet West of the North and South quarter line of said Section, running thence Northerly to a point not more than 35 feet North of the South line of Section 16 of said Township at a point approximately 800 feet West of the East line of said Section 16, running thence Northerly to the East and West quarter line of said Section 16 at a point not more than 700 feet nor less than 600 feet West of the North and South quarter line of said Section 16.

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 S and seal S of the part ies of the first part, this 19th day of June, 1951.

Signed, Sealed and Delivered in Presence of

Jesse Mapes
Jesse Mapes
James F. Miller
James F. Miller
Jesse Mapes
Jesse Mapes
James F. Miller
James F. Miller

E. L. Rasmussen (L. S.)
E. L. Rasmussen
Frances Kollarney (L. S.)
Frances Kollarney

STATE OF MICHIGAN)
) ss. On this 19th day of June, 1951
County of Otsego) Michigan, acting in Otsego County, personally appeared

E. L. Rasmussen and Frances Kollarney

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.

Jesse Mapes
Jesse Mapes
Notary Public, Osceola Co., Mich.
My Commission expires April 15, 1955

Michigan | Otsego | Livingston
STATE | COUNTY | TOWNSHIP
MUNICIPALITY | 16 | T31N | R3W
SECTION | TOWN | RANGE

PLAT OR AREA

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE	PLAT OR AREA																	
Dec 1951	200	Original Cost (See Vol 1R4, Exhibit 85a, Working Papers)	\$ 80.40		\$ 80.40																		
Dec 1952	200																						

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 1 of 4 Sheets
Plan & Profile No. PP 15047 Sheet 4 of Sheets
Survey Map No. Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract
- 2. Opinions of Title
- 3. Title Search
- 4. Mortgage Release
- 5. Tree Voucher Yes

TITLE HISTORY

- 1. E. L. Rasmussen, a married man, & Frances Kollarney
6-19-51 6-28-51 J-274 Esmt
- 2. Consumers Power Company

