

13 15A

TITLE DATA

CONSUMERS POWER COMPANY 16

TRACT 163-D85-1
163-D85-2

John C. Gapinski & wife, Norma
NAME OF GRANTOR

693106
(See 9 & 16)

Easement | 6-12-51 | 10-10-51 | J | 609 |
KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

ACCOUNT NO. 100,110-340,000

MAP 11

FORM 321 MULTH

Parcels No. 13 & 15.
Recorded _____ day of _____
A. D. 19__ at _____ o'clock _____ M.
Liber _____ Page _____

RIGHT OF WAY

Register of Deeds

Michigan | Otsego | Livingston
STATE | COUNTY | TOWNSHIP
MUNICIPALITY | 9 & 16 | T31N | R3W
SECTION | TOWN | RANGE

PLAT OR AREA

John C. Gapinski, also known as John Gapinski, and Norma Gapinski, his wife, and in her own right, first party iss., 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 parcels of land, including all public highways upon or adjacent to said parcel of land, which parcels are situate in the Township of Livingston County of Otsego and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section nine (9); the North one-half (1/2) of the Northwest one-quarter (1/4) of Section sixteen (16) and the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section sixteen (16), being all in 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 loc. sd. rte. on, over & across sd. above des. land along or adj. as near as prac. a line, which sd. line is des. as beg. on the East & West quarter line of Sec. 21, Township 31 North, Range 3 West, at a pt. not more than 700 ft. nor less than 600 ft. West of the North & South quarter line of sd. Sec., run. th. Northerly to a pt. not more than 35 ft. North of the South line of Sec. 16 of sd. Twp. at a pt. approx. 800 ft. West of the N&S 1/4 line of sd. Sec. 16, run. th. Northerly to the East & West quarter line of sd. Sec. 16 at a pt. not more than 700 ft. nor less than 600 ft. West of the North & South quarter line of sd. Sec. 16, run. th. Northerly to the East & West quarter line of Sec. 9 of sd. Twp. at a pt. not more than 700 ft. nor less than 600 ft. West of the North & South quarter line of sd. Sec. 9.

With full right and authority to the second party, its successors, licensees 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 hands and seals of the parties of the first part, this 12th day of June, 1951.

Signed, Sealed and Delivered in Presence of
Jesse Mapes }
Jesse Mapes }
C. L. Hodgman }
John C. Gapinski } (L.S.)
Norma Gapinski } (L.S.)
(L.S.)
(L.S.)

STATE OF MICHIGAN)
) ss. On this 12th day of June 1951.
before me, a Notary Public of Osceola County,
County of Otsego) Michigan, acting in Otsego County, personally appeared

John C. Gapinski and Norma Gapinski

to me known to be the same persons 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

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1951	200	Original Cost (See Vol LR4, Exhibit 85a, Working Papers)	\$ 539.40		\$ 539.40
Dec 1952	200				

MAPPED AND CHECKED

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GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15047 Sheet 1 of 4 Sheets
Plan & Profile No. PP15047 Sheet 4+5 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. John C. Gapinski & wife, Norma
6-12-51 10-10-51 J-609 Esmt
- 2. Consumers Power Company

