

(13)

TITLE DATA

693606

CONSUMERS POWER COMPANY 16

Walter Jozwiak & wife, Clara

TRACT 169-D85-3

Easement 6-12-51 10-10-51 J 614

ACCOUNT NO. 100.110-340.000

MAP 11

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

U 540104

FORM 321 MULTH

Parcel No. 20.

RIGHT OF WAY

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

Register of Deeds

Walter Jozwiak and Clara Jozwiak, 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 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 Northeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section four (4), Township thirty-one (31) 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 along or adjoining as near as practicable a line, which said line is described as beginning on the North, East and West eighth line of Section 4, 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 4, running thence Northeasterly to a point not more than 350 feet South of the South, East and West eighth line of Section 33, Township 32 North, Range 3 West, at a point not more than 70 feet East of the North and South quarter line of said Section 33.

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, 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, Walter Jozwiak, Clara Jozwiak, C. L. Hodgman

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

Walter Jozwiak and Clara Jozwiak

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 Notary Public, Osceola Mich. My commission expires April 15, 1955

Michigan Otsego Livingston STATE COUNTY TOWNSHIP MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost and Working Papers.

MAPPED AND CHECKED



