

Virgil E. Lazarus, Individually and as Trustee, et al 13

TRACT 64-D103-1

NAME OF GRANTOR: Perpetual Easement; DATE OF INST: 3-20-54; DATE OF RECORD: 6-1-54; LIBER: 82; PAGE: 88; 602003

ACCOUNT NO. 100-110-340-000; 11-540104

MAP 3

FORM 321 MULTI; LIBER 82 PAGE 88; RIGHT OF WAY; Recorded 1 day of June A.D. 1954 at 10 o'clock A.M. Liber Page; Margaret M. Kellard Register of Deeds

Virgil E. Lazarus, also known as V. E. Lazarus, individually, and as trustee and Josephine A. Lazarus, his wife; Clifford W. Clark and Gladys W. Clark, his wife, and in her own right... first part 189... in 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... 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 situated in the Township... of... Loud... County of... Montmorency... and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) and the West one-half (1/2) of the Southwest one-quarter (1/4) of Section twenty-four (24), Township twenty-nine (29) North, Range three (3) East.

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 in a Northerly and Southerly direction on, over and across said above described land East of and not more than 660 feet from the center line of the highway on the West side of said land.

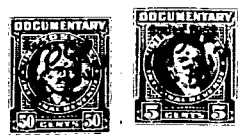
With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits 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 this 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... of the first part, this... day of... 1954

Signed, Sealed and Delivered in Presence of: William W. Price, E. Gunn, E.A. Laidlaw, Fred R. Gross; Clifford W. Clark, Gladys W. Clark, Virgil E. Lazarus, Josephine A. Lazarus

STATE OF MICHIGAN) On this 7th day of April 1954, before me, a Notary Public of Oakland County, Michigan, acting in Oakland County, personally appeared

Virgil E. Lazarus and Josephine A. Lazarus, his wife,



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. E.A. Laidlaw Notary Public, Oakland Co., Mich. My commission expires March 14, 1956

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Volume LR4, Exhibit 103a, Working Papers) and dates Dec 1954 and Nov 1955.

BP

MAPS AND CHECKED

Volume 36

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	<u>15695</u>	Sheet	<u>4</u>	of	<u>14</u>	Sheets
Plan & Profile No.	<u>15695</u>	Sheet	<u>16</u>	of	<u>59</u>	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. Virgil E. Lazarus, also known as V. E. Lazarus, Individually and as Trustee, and Josephine A. Lazarus, his wife; Clifford W. Clark and Gladys W. Clark, his wife
3-20-54 6-1-54 82-88 Esmt
2. Consumers Power Company

