## CONSUMERS POWER COMPANY

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TRACT	72_D103_5
MAP	3

ACCOUNT NO. 100.110-340.000

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LOCATION	TITLE DATA							
MICHIGAN   Montmorency   Loud   STATE COUNTY TOWNSHIP MUNICIPALITY								
SECTION TOWN RĀNGE	PERPETUAL OR LIMITED TERM DATE OF ESMT, DATE OF RECORD LIBER PAGE ESMT, NO,							

## LEGAL DESCRIPTION

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 electric ity 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 Loud, County of Montmorency, and State of Michigan, to-wit:

The  $\mathbb{N}_{2}^{1}$  of the  $\mathbb{SW}_{2}^{1}$  of Section 13, Township 29 North, Range 3 East.

## ROUTE OR LIMITS AND SPECIAL CLAUSES

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 along or adjoining as near as practicable a line, which said line is described as beginning on the South, East and West eighth line of Section 13, Township 29 North, Range 3 East, at a point not more than 660 feet East of the West line of said Section, running thence Northerly to a point not more than 100 feet North of the North, East and West eighth line of said Section 13 at a point not more than 900 feet East of the West line of said Section.

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1954 Nov 1955	200) 581)	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)	\$1.57 05		\$157 05
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other Data and No	TER
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(1) 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 traces, guya, anchors, manboles 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, deathoy 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 building 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 paremises, 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.

(2) Consumers Power Company acquired the right of way as shown on the caption of this tract as follows:

- (a) 1. Walter J. Beauregard and Florence A. Beauregard, his wife; William E. Beauregard and Laura Beauregard, his wife; Adam A. Beauregard and Margaret M. Beauregard, his wife 1-26-54 4-5-54 81-468 Easement
  - 2. Consumers Power Company
- (b) 1. Louie Beauregard, a single man; Arthur A. Beauregard and Golda M. Beauregard, his wife; Albert Beauregard and Maude Beauregard, his wife; Mary Pudray

  1-21-54 4-5-54 81-470 Easement
  - 2. Consumers Power Company

## TITLE HISTORY

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5. Tree Vouchers Yes (2)

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See Note #2.

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2 Consumers Power Company

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