

TITLE DATA

CONSUMERS POWER COMPANY

03

Milford E. Beaugard and Ethel Beaugard, his wife

TRACT 73-D103-6

Perpetual Easement | 1-26-54 | 4-5-54 | 81 | 472 |

ACCOUNT NO. 100.110-340.000

MAP 3

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

602003

U.S. 5610104

FORM 321 MULT

Recorded 5 day of April A.D. 1954 at 10 o'clock A.M. Liber Page Margaret M. Federal Register of Deeds

LIBER 81 PAGE 472 RIGHT OF WAY

Milford E. Beaugard, also known as Milford Beaugard, and Ethel Beaugard, his wife and in her own right, first parties, in 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 Warranty 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 Loud County of Montmorency, and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section thirteen (13), 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 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.

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 26th day of January, 1954.

Signed, Sealed and Delivered in Presence of

Burton C. Holcomb, Milford E. Beaugard, Ethel Beaugard

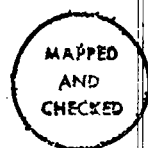
STATE OF MICHIGAN) On this 26th day of January 1954, before me, a Notary Public of Hillsdale County, Michigan, acting in Montmorency County, personally appeared

Milford E. Beaugard and Ethel Beaugard

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.

Burton A. Holcomb, Notary Public, Hillsdale Co., Mich. My commission expires January 20, 1956

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Dec 1954 and Nov 1955 with amounts of \$226.05.



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 4 of 14 Sheets
Plan & Profile No. 15695 Sheet 17 of 59 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 _____

TITLE HISTORY

1. Milford E. Beauregard, also known as Milford Beauregard,
and Ethel Beauregard, his wife
1-26-54 4-5-54 81-472 Esmt
2. Consumers Power Company

