

TITLE DATA

CONSUMERS POWER COMPANY 03

Henry Solomon and Clara W. Solomon, his wife

TRACT 76-D103-1

NAME OF GRANTOR

Perpetual Easement 2-10-54 4-5-54 81 475

ACCOUNT NO. 100.110-340.000

MAP 3

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

202003

FORM 321 MULT

Parcel No. 77-78 Recorded 5 day of April A.D. 1954 at 10 o'clock A.M. Liber Page 81 475 Margaret M. Kellard Register of Deeds

RIGHT OF WAY

LIBER 81 PAGE 475

Henry Solomon and Clara W. Solomon, his wife, 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 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 situated in the Township of Loud, County of Montmorency, State of Michigan, to-wit:

The Southwest one-quarter (1/4) of Section 12; the South one-half (1/2) of the Northwest one-quarter (1/4) of Section 12; the West one-half (1/2) of the Southeast one-quarter (1/4) of Section 12; the South one-half (1/2) of the Northeast one-quarter (1/4) of Section 12; and the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 12, being all in Township 29 North, Range 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 Northeasterly and Southwesterly 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 at a point not more than 100 feet North of the North, East and West eighth line of Section 13, Township 29 North, Range 3 East, at a point not more than 900 feet East of the West line of said Section, running thence Northeasterly to a point not more than 100 feet East of the East, North and South eighth line of Section 12 of said Township at a point not more than 700 feet, nor less than 500 feet, South of the North line of said Section 12, running thence Northeasterly to a point not more than 100 feet West of the West, North and South eighth line of Section 32, Township 30 North, Range 4 East, at a point not more than 200 feet North of the North, East and West eighth line of said Section 32.

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 hand S. and seal S. of the parties of the first part, this tenth day of February, 1954

Signed, Sealed and Delivered in Presence of Robert B. Butler, Wilma A. Miller, Henry Solomon, Clara W. Solomon

City of Washington, State of Michigan, County of Columbia

On this 10 day of February, 1954 before me, a Notary Public of Washington, D.C., County of Michigan, acting in and for said County, personally appeared Henry Solomon and Clara W. Solomon

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. Notary Public, Washington, D.C. My commission expires September 1958

Michigan STATE Montmorency COUNTY Loud TOWNSHIP SECTION 12 TOWN T29N RANGE R3E MUNICIPALITY

PLAT OR AREA

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Original Cost (\$5,105.05) and JOURNAL ENTRY 200) 581).

27 54

BP



GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 5 of 14 Sheets
Plan & Profile No. 15695 Sheet 18 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 _____
5. Tree Voucher Yes

TITLE HISTORY

1. Henry Solomon and Clara W. Solomon, his wife
2-10-54 4-5-54 81-475 Esmt
2. Consumers Power Company

