

TITLE DATA
 [Howard Klein and Neva Klein, his wife] 113
NAME OF GRANTOR
 Perpetual Easement | 1-28-54 | 4-5-54 | 81 | 476 | 602003
KIND OF INSTRUMENT **DATE OF INST** **DATE OF RECORD** **LIBER** **PAGE**

TRACT 77-D103-2
MAP 3

ACCOUNT NO. 100.110-340.000
 U.S. 5910104

375 FORM 321 M.U.T.H.

Parcel No. 79
 Recorded 5 day of April
 A.D. 1954 at 12 o'clock P.M.
 Liber. Page.
Margaret M. Feltner
 Register of Deeds

RIGHT OF WAY

LIBER 81 PAGE 476

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

PLAT OR AREA

Howard Klein and Neva Klein, his wife,
 first part of a ... 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 ~~wooden~~ 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, and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section twelve (12), Township twenty-nine (29) North, Range three (3) East.

The route to be taken by said lines of ~~wooden~~ 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.

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 ~~wooden~~ 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 and seal of the part 1st of the first part, this 28th day of January, 1954.

Signed, Sealed and Delivered in Presence of
 } *Burton A. Holcomb* *Howard Klein* (L.S.)
 } Burton A. Holcomb Howard Klein
 } *Jesse Mapes* *Neva Klein* (L.S.)
 } Jesse Mapes Neva Klein
 } (L.S.)
 } (L.S.)

STATE OF MICHIGAN)
) ss. On this 28th day of January 1954,
 County of Montmorency) before me, a Notary Public of Hillsdale County, Michigan, acting in Montmorency County, personally appeared

Howard Klein and Neva Klein

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

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1954	200	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)	\$206.05		\$206.05
Nov 1955	581				



OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 5 of 14 Sheets
Plan & Profile No. 15695 Sheet 19 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. Howard Klein and Neva Klein, his wife
1-28-54 4-5-54 81-476 Esmt
2. Consumers Power Company

