

TITLE DATA

CONSUMERS POWER COMPANY 03

TRACT 106-D103-2
106-D103-6

Howard C. Leach and Phoebe M. Leach, his wife

13 13A

Perpetual Easement | 2-4-54 | 4-12-54 | 81 | 533 | 60280 5
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO 100.110-340.000
01.540104

MAP 8

FORM 321 MULT

Parcel No. 110-112
Recorded day of April
A.D. 1954 at 12 o'clock P.M.
Liber Page
Margaret D. Lellan
Register of Deeds

RIGHT OF WAY

Howard C. Leach and Phoebe M. Leach, his wife, and in her own right, first part ies. 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 s. of land, including all public highways upon or adjacent to said parcel s. of land, which parcel s. are situate in the Township of Rust, County of Montmorency, and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section fourteen (14); the South one-half (1/2) of the Northwest one-quarter (1/4) of Section fourteen (14) and the Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section fifteen (15), all being in Township thirty (30) North, Range four (4) 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 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 200 feet West of the North and South quarter line of Section 22, Township 30 North, Range 4 East at a point not more than 200 feet South of the North line of said Section, running thence Northeasterly to a point not more than 300 feet East of the North and South quarter line of Section 11 of said Township at a point not more than 300 feet North of the South line of said Section 11.

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, 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 parties of the first part, this 4th day of February, 1954.

Signed, Sealed and Delivered in Presence of

Burton A. Holcomb
Burton A. Holcomb
Jesse Mapes
Jesse Mapes
Howard C. Leach
Howard C. Leach
Phoebe M. Leach
Phoebe M. Leach

STATE OF MICHIGAN)
) ss.
County of Montmorency) On this 4th day of February 1954 before me, a Notary Public of Hillsdale County, Michigan, acting in Montmorency County, personally appeared

Howard C. Leach and Phoebe M. Leach

to me known to be the same person s. 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
Burton A. Holcomb
Notary Public, Hillsdale Co., Mich.
My commission expires January 20, 1956

(See Note #1 for additional easement.)

Michigan | Montmorency | Rust
STATE | COUNTY | TOWNSHIP
Municipality | 14 & 15 | T30N | R4E
SECTION | TOWN | RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Contains handwritten entries for balance (\$342.05) and items of cost.

OTHER DATA AND NOTES

(1) Consumers Power Company also acquired an easement across the property described on the caption of this tract as follows:

1. Guy Atkinson and Azile Atkinson, his wife
3-11-54 4-12-54 81-532 Easement
2. Consumers Power Company

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, and across the following described parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Rust, County of Montmorency, and State of Michigan, to-wit:

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14; the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 14, and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, all being in T 30 N, R 4 E.

The route to be taken by said lines of poles, wires, cables and conduits across and over said land being more specifically described as follows: Second party may locate said route 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 200 feet West of the North and South quarter line of Section 22, Township 30 North, Range 4 East, at a point not more than 200 feet South of the North line of said Section, running thence Northeasterly to a point not more than 300 feet East of the North and South quarter line of Section 11 of said Township at a point not more than 300 feet North of the South line of said Section 11.

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 Fifty Dollars (\$50.00) per pole for 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.

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	<u>15695</u>	Sheet	<u>6</u>	of	<u>14</u>	Sheets
Plan & Profile No.	<u>15695</u>	Sheet	<u>23+24</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. Howard C. Leach and Phoebe M. Leach, his wife
2-4-54 4-12-54 81-533 Esmt
2. Consumers Power Company

