

TITLE DATA

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 1/2
Recorded 4th day of April
A.D. 1954 at 12 o'clock P.M.
Liber Page
Margaret D. Sellar
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 Warrant to the second party, its
successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~wood~~ poles, wires, cables,
conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-
munication business on, over, under and across the following described parcel s. of land, including all public highways upon or
adjacent to said parcels 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 ~~wood~~ poles, wires, cables and conduits across, over and under said land being more specifi-
cally 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, Town-
ship 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 ~~wood~~ 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 trans-
mission 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 part ies 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. On this 4th day of February 1954
County of Montmorency) 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
Notary Public, Hillsdale
My commission expires January 20, 1956 Co., Mich.

(See Note #1 for additional easement.)

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

PLAT OR AREA

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1954	200	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)	\$342.05		\$342.05
Nov 1955	581				

B.P.



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

