

TITLE DATA  
Guy Atkinson, et al (13)  
NAME OF GRANTOR  
Perpetual Easement 2-17-54 | 6-1-54 | 82 | 86 | 1002905  
KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000  
11570104

FORM 321 MULT 87 3  
Parcel No. 115  
Recorded day of June  
A. D. 1954 at 10 o'clock P. M.  
Liber Page  
*Margaret M. Kellard*  
Register of Deeds

Michigan | Montmorency | Rust  
STATE COUNTY TOWNSHIP  
Municipality SECTION TOWN RANGE  
12 T30N R4E

RIGHT OF WAY

Guy Atkinson and Azile Atkinson, his wife, and in her own right; Alfred Brandt and Marguerite Brandt, his wife, and in her own right  
first part 1954, in consideration of One Dollars (\$ 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 ~~wires~~ 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 Rust County of Montmorency, and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section twelve (12), Township thirty (30) North, Range four (4) East.

The route to be taken by said lines of ~~wires~~ 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 300 feet East of the North and South quarter line of Section 11, Township 30 North, Range 4 East at a point not more than 300 feet North of the South line of said Section, running thence Northeasterly to a point not more than 600 feet nor less than 300 feet East of the West line of Section 12 of said Township at a point not more than 100 feet North of the East and West quarter 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 ~~wires~~ poles and other supports, with all necessary braces, guys, anchors, ~~accessories~~ 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 17th day of February, 1954.

Signed, Sealed and Delivered in Presence of  
Jesse Mapes  
Burtson A. Holcomb  
Marguerite Brandt  
Guy Atkinson  
Azile Atkinson  
S. E. Wynn

STATE OF MICHIGAN )  
) ss. On this 17th day of February 1954,  
County of Montmorency ) before me, a Notary Public of Osceola County, Michigan, acting in Montmorency County, personally appeared

Alfred Brandt and Marguerite Brandt

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.

Jesse Mapes  
Notary Public, Osceola Co., Mich.  
My commission expires April 15, 1955

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
	\$167.05				\$167.05	Original Cost (See Volume 1R4, Exhibit 103a, Working Papers)	200	200	Dec 1954		
							581	581	Nov 1955		



with 01

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 6 of 14 Sheets  
Plan & Profile No. 15695 Sheet 25 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. Guy Atkinson, et al  
2-17-54 6-1-54 82-86 Esmt
2. Consumers Power Company

