

TITLE DATA
Guy Atkinson, et al
NAME OF GRANTOR
Perpetual Easement
KIND OF INSTRUMENT
2-17-54
DATE OF INST.
6-1-54
DATE OF RECORD
82
LIBER
86
PAGE
1002205

TRACT 112-D103-1

MAP 8

ACCOUNT NO. 100.110-340.000
11570104

FORM 321 MULT

Parcel No. 115

Recorded day of
A. D. 1954 at o'clock M.
Liber Page

82 PAGE 86

RIGHT OF WAY

Margaret M. Kellard
Register of Deeds

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

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 199, 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 ~~wire~~ 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.

BALANCE \$167 05

TRANSFERS

AMOUNT \$167 05

ITEMS OF COST
Original Cost (See Volume 1R4, Exhibit 103a, Working Papers)

JOURNAL ENTRY DATE
Dec 1954 200
Nov 1955 581

The route to be taken by said lines of ~~wire~~ 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 ~~wire~~ poles and other supports, with all necessary braces, guys, anchors, ~~machines~~ 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 ies of the first part, this 17th day of February 1954

Signed, Sealed and Delivered in Presence of

Jesse Mapes
Burlton A. Holcomb } Alfred Brandt
Marguerite Brandt
Mildred E. Secrist } Guy Atkinson
Azile Atkinson
S. E. Wynn

STATE OF MICHIGAN)
) ss. On this 17th day of February 1954,
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(s) 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

MADE AND CHECKED

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

