

TITLE DATA
Russell G. Klein and Louise Klein, his wife
NAME OF GRANTOR
Perpetual Easement 1-27-54 4-5-54 81 490

ACCOUNT NO. 100.110-340.000
U. 540104

MAP 8

FORM 321 MULT

Parcel No. 90
Recorded 5 day of April
A. D. 1954 at 10 o'clock A. M.
Liber. Page.
Margaret M. Hillard
Register of Deeds

LIBER 81 PAGE 490 RIGHT OF WAY

Michigan Montmorency Rust
STATE COUNTY TOWNSHIP
MUNICIPALITY SECTION 29 T30N R4E

PLAT OR AREA

Russell G. Klein and Louise Klein, his wife and in her own right, first parties, 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 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 parcels of land, which parcels are situated in the Township of Rust, County of Montmorency, State of Michigan, to-wit: The North one-half (1/2) of the North one-half (1/2) of the Southeast one-quarter (1/4), and the North one-half (1/2) of the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section twenty-nine (29), 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 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 West of the West, North and South eighth line of Section 32, Township 30 North, Range 4 East at a point not more than 200 feet North of the North, East and West eighth line of said Section, running thence Northeasterly to a point not more than 300 feet East of the West, North and South eighth line of Section 28 of said Township, at a point not more than 800 feet nor less than 600 feet North of the East and West quarter line of said Section 28.

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, wires, cables 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 27th day of January, 1954.

Signed, Sealed and Delivered in Presence of
Jesse Mapes (Notary)
Burton A. Holcomb (Witness)
Russell G. Klein (Party)
Louise Klein (Party)

STATE OF MICHIGAN)
) ss. On this 27th day of January 1954
before me, a Notary Public of Osceola County,
County of Montmorency) Michigan, acting in Montmorency County, personally appeared
Russell G. Klein and Louise 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.
Jesse Mapes
Notary Public, Osceola Co., Mich.
My commission expires April 15, 1955

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00) and date Dec 1954.

B.P.



OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 5 of 14 Sheets
Plan & Profile No. 15695 Sheet 21 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 L. 82, p. 312
5. Tree Voucher _____ Yes

TITLE HISTORY

1. Russell G. Klein and Louise Klein, his wife
1-27-54 4-5-54 81-490 Esmt
2. Consumers Power Company

