

TITLE DATA

Willard W. Klein and Margaret Klein, his wife

TRACT 90-D103-2

NAME OF GRANTOR: Perpetual Easement; DATE OF INST: 1-28-54; DATE OF RECORD: 4-5-54; LIBER: 81; PAGE: 492

ACCOUNT NO. 100.110-340.000

MAP 8

600805

11.540104

FORM 321 M.U.T.H.

Parcel No. 92

Recorded 5 day of April A.D. 1954 at 11 o'clock P.M. Liber Page

RIGHT OF WAY

LIBER 81 PAGE 492

Margaret Klein

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

PLAT OR AREA

Willard W. Klein and Margaret Klein, also known as Margaret C. Klein, his wife and in her own right, first part, 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 towers, 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 Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-eight (28) Township thirty (30) North, Range four (4) East, excepting therefrom a parcel of land containing one (1) acre out of the Southwest corner, occupied as school house site.

The route to be taken by said lines of towers, 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 towers, 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 28th day of January 1954.

Signed, Sealed and Delivered in Presence of
 Burton A. Holcomb (Notary Public)
 Jesse Mapes (Witness)
 Willard W. Klein (L.S.)
 Margaret Klein (L.S.)

STATE OF MICHIGAN)
) ss. On this 28th day of January 1954,
 County of Montmorency) before me, a Notary Public of Hillsdale County,
 Michigan, acting in Montmorency County, personally appeared

Willard W. Klein and Margaret 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.

Burton A. Holcomb
 Notary Public, Hillsdale Co., Mich.
 My commission expires January 20, 1956

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1954	200)	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)	\$241.05		\$241.05
Nov 1955	581)				

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 _____
5. Tree Voucher Yes

TITLE HISTORY

1. Willard W. Klein and Margaret Klein, his wife
1-28-54 4-5-54 81-492 Esmt
2. Consumers Power Company

