

13

TITLE DATA

David L. McTaggart, Individually and as Trustee, and Irene McTaggart, his wife.
NAME OF GRANTOR
Perpetual Easement | 3-17-54 | 10-15-54 | 83 | 143 |
KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

TRACT 91-D103-3
ACCOUNT NO. 100.110-340.000
MAP 8

FORM 321 MULT
RIGHT OF WAY
LIBER 83 PAGE 143
Margaret M. Keller
Register of Deeds

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

David L. McTaggart, individually, and as Trustee and Irene McTaggart, his wife
first part 189, in consideration of Twenty Five Dollars (\$25.00) 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 com-
munication 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 Northeast one-quarter (1/4) of Section twenty-eight (28),
Township thirty (30) North, Range four (4) East.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like \$141.05 and dates Dec 1954, Nov 1955.

The route to be taken by said lines of towers, poles, wires, cables and conduits across, over and under said land being more specif-
ically 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 prac-
ticable a line, which said line is described as beginning at a point not more than 300 feet
East of the West, North and South eighth line of Section 28, Township 30 North, Range 4 East,
at a point not more than 800 feet nor less than 600 feet North of the East and West quarter
line of said Section, running thence Northeasterly to a point not more than 200 feet North of
the East and West quarter line of Section 21 of said Township, at a point not more than 600
feet nor less than 300 feet West of the East line of said Section 21.

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 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 seals... of the part... of the first part, this 17th day of March, 1954.

Signed, Sealed and Delivered in Presence of
William R. McTaggart
Smilia F. Watson
David L. McTaggart, Trustee
Irene McTaggart

STATE OF MICHIGAN)
On this 17th day of March 1954
) ss. before me, a Notary Public of Genesee County,
County of Genesee Michigan, acting in Genesee County, personally appeared
David L. McTaggart, Trustee and Irene McTaggart, his wife

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.
William R. McTaggart
Notary Public, Genesee Co., Mich.
My commission expires May 1, 1954

B.P.

HAPPY AND CHECKED

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 5 of 14 Sheets
Plan & Profile No. 15695 Sheet 22 of 59 Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Voucher Yes

TITLE HISTORY

1. David L. McTaggart, Individually and as Trustee, and
Irene McTaggart, his wife
3-17-54 10-15-54 83-143 Esmt
2. Consumers Power Company

