

TITLE DATA

Chas. O. Keegan and Isabell Keegan, his wife

TRACT 92-D103-1

Perpetual Easement 1-22-54 4-5-54 81 493 602805

ACCOUNT NO. 100.110-340.000

MAP 8

FORM 321 MULT

Parcel No. 95

Recorded 5 day of April A.D. 1954 at 12 o'clock P.M. Liber. Page

RIGHT OF WAY

Chas. O. Keegan, also known as Charles Keegan, and Isabell Keegan, also known as Isabel Keegan, 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 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 South one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-one (21), Township thirty (30) North, Range four (4) East.

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 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 500 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 500 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 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 22nd day of January, 1954.

Signed, Sealed and Delivered in Presence of
Burton A. Holcomb
Jesse Mapes
Chas. O. Keegan (L.S.)
Isabell Keegan (L.S.)

STATE OF MICHIGAN) On this 22nd day of January 1954.
) ss. before me, a Notary Public of Hillsdale County, Michigan, acting in Montmorency County, personally appeared Chas. O. Keegan and Isabell Keegan

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.

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Dec 1954 and Nov 1955 with amounts of \$171.05.

B.P.



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 Yes
4. Mortgage Release _____
5. Tree Voucher Yes

TITLE HISTORY

1. Chas. O. Keegan and Isabell Keegan, his wife
1-22-54. 4-5-54. 81-493 Esmt
2. Consumers Power Company

