

TITLE DATA
[Olive M. Barrie] (13)
NAME OF GRANTOR
Perpetual Easement 2-18-54 4-12-54 181 518 1518
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

TRACT 95-D103-2
MAP 8

ACCOUNT NO. 100,110-340,000

11,540,104

FORM 1321 MULT

LIBER 81 PAGE 518

RIGHT OF WAY

Recorded 12 day of April
A.D. 1954 at 10 o'clock A.M.
Liber Page
Margaret McFellan
Register of Deeds

Parcel No. 98 1/2

Michigan STATE Montmorency COUNTY Rust TOWNSHIP
MUNICIPALITY SECTION 22 TOWN T30N RANGE R4E
PLAT OR AREA

Olive M. Barrie
first part . . . in consideration of . . . Dollars (\$ . . . ) to . . . her . . .
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 parcel . . . of land, which parcel . . . situate in the Township . . . of . . . County of . . . and State of Michigan, to-wit:

The former Boyne City, Gaylord and Alpena Railway right of way across the Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-two (22), being in 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: Sec. party may loc. sd. rts. on, over and across sd. above desc. land . . . along or adj. as near as prac. a line, which sd. line desc. as beg. at a point not more than 500 ft. nor less than 300 ft. W of the E line of Sec. 21, T30N, R4E, at a point not more than 200 ft. N of the ESW 1/4 line of sd. Sec., run th. NE'ly to a pt. not more than 200 ft. W of the N&S 1/4 line of Sec. 22 of sd. Twp., at a point not more than 200 ft. S of the N line of sd. Sec. 22, th. NE'ly to a point not more than 300 ft. E of the N&S 1/4 line of Sec. 11 of sd. Twp. at a point not more than 300 ft. N of the S line of sd. Sec. 11, th. NE'ly to a point not more than 500 ft. nor less than 300 ft. E of the W line of Sec. 12 of sd. Twp. at a point not more than 100 ft. N of the E&W 1/4 line of sd. Sec. 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 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 part . . . of the first part, this . . . 18th . . . day of . . . February . . . 1954.

Signed, Sealed and Delivered in Presence of
Jesse Mapes (L.S.)
Burton A. Holcomb (L.S.)
Olive M. Barrie (L.S.)

STATE OF MICHIGAN )
) ss. On this 18th day of February 1954..
before me, a Notary Public of Osceola County,
County of Montmorency ) Michigan, acting in Montmorency County, personally appeared

Olive M. Barrie

to me known to be the same person . . . named in and who executed the foregoing instrument, and ~~acknowledged~~ acknowledged the execution of the same to be her free act and deed.

Jesse Mapes
Notary Public, Osceola Co., Mich.
My commission expires April 15, 1955

B. 1



Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$116.05) and dates Dec 1954 and Nov 1955.

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 6 of 14 Sheets  
Plan & Profile No. 15695 Sheet 23 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. Olive M. Barrie  
2-18-54 . 4-12-54 . 81-518 Esmt
2. Consumers Power Company

