

13

TITLE DATA

CONSUMERS POWER COMPANY 03

Arthur Johnson and Laura Johnson, his wife
NAME OF GRANTOR
easement 10-19-1961 | 2-23-1963 | 118 | 105
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

TRACT 502-D103-5

ACCOUNT NO. 4540104

MAP 20

Iosco -Alpena

Parcel #60

FORM 321 MULT - 56
33
WJH

RIGHT OF WAY

Recorded day of
A. D. 19... at o'clock M.
Liber..... Page.....

Register of Deeds

Arthur Johnson and Laura Johnson, also known as Laura E. Johnson, his wife and in her own right; first part i.e.s., in consideration of One and no/100 Dollars (\$ 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 ~~wires~~, 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 Caledonia County of Alpena, and State of Michigan, to-wit:

The South one-half (S½) of the Northwest one-quarter (NW¼) of Section eight (8), Township twenty-eight (28) North, Range eight (8) East.

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate said route 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 North of the East and West ¼ line of Section 17, T 28 N, R 8 E, at a point not more than 1000 feet nor less than 800 feet East of the West line of said Section, running thence Northerly to a point not more than 100 feet North of the North, East and West 1/8 line of Section 8 of said Township, at a point not more than 100 feet East of the West, North and South 1/8 line of said Section 8.

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, patrolling, improving, enlarging and maintaining such cables, conduits ~~wires~~, 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 i.e.s. of the first part, this 19th day of October, 1961.

Signed, Sealed and Delivered in Presence of

Eugene C. Cady }
Eugene C. Cady }
Gunda Ghiata }
Gunda Ghiata }
Arthur Johnson (L.S.)
Laura Johnson (L.S.)
(L.S.)
(L.S.)

STATE OF MICHIGAN)
) ss. On this 19th day of October 19 61.
before me, a Notary Public of Calhoun County, Michigan, acting in Alpena County, personally appeared

Arthur Johnson and Laura Johnson

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.

Eugene C. Cady
Eugene C. Cady
Notary Public, Calhoun Co., Mich.
My commission expires December 1, 1963

MICHIGAN STATE		Alcona COUNTY		Caledonia TOWNSHIP	
MUNICIPALITY		SECTION 8		T 28 N R 8 E	
PLAT OR AREA					
BALANCE	\$ 355 61				
TRANSFERS					
AMOUNT	\$ 355 61				
ITEMS OF COST	Original Cost (IR4, Exh 103a-5)				
JOURNAL ENTRY	581) 521)				
DATE	Dec 1965 Aug 1966				

GENERAL ENGINEERING MAP REFERENCES

Line Map No. <u>D-16462</u>	Sheet	5	of	8	Sheets
Plan & Profile No. _____	Sheet		of		Sheets
Survey Map No. _____	Sheet		of		Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of _____
3. Title Search _____
4. Mortgage Release _____