

13

Arthur R. Johnsen and Jennie Johnsen, his wife, et al

TRACT 503-D103-6

NAME OF GRANTOR
easement 10-25-1961 7-31-1964 123 279 1

ACCOUNT NO. 11.540104

MAP 7A

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

Iosco - Alpena Parcel #61
FORM 371 MULT - 56
Recorded day of
A. D. 19... at o'clock M.
Liber..... Page.....
RIGHT OF WAY
Register of Deeds

MICHIGAN | Alpena | Caledonia
STATE COUNTY TOWNSHIP
MUNICIPALITY SECTION TOWN RANGE
8 | T 28 N | R 8 E
PLAT OR AREA

Arthur R. Johnsen and Jennie Johnsen, his wife; Oscar C. Johnson, a single man; Walter Johnson, a single man; George F. Johnson, a single man; Anne Johnson Colby; first parties, 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 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 Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section eight (8), Township twenty-eight (28) North, Range eight (8) 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:

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 1/4 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, running thence Northerly to the North line of said Section 8, at a point not more than 100 feet East of the West, North and South 1/8 line of said Section.

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, 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 hands and seal of the parties of the first part, this 25th day of October, 1961.

Signed, Sealed and Delivered in Presence of
Eugene C. Cady
Einer Tollson
Eugene C. Cady
Eunice Colby
Arthur R. Johnsen
Jennie Johnsen
Oscar C. Johnson
Walter Johnson
George F. Johnson
Anne Johnson Colby

STATE OF MICHIGAN)
) ss. On this 25th day of October 1961,
) before me, a Notary Public of Calhoun County,
 County of Alpena) Michigan, acting in Alpena County, personally appeared

Arthur R. Johnsen and Jennie Johnsen
Oscar C. Johnson
Walter Johnson
George F. Johnson
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.

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

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1965	581	Original Cost (LR4, Exh 103a-5)	\$ 374.61		\$ 374.61
Aug 1966	521				

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16462 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 Title _____
3. Title Search _____
4. Mortgage Release _____