

13

Fred Martell and Delphine Martell, his wife

NAME OF GRANTOR
Perpetual Easement, 1-21-54, 2-25-54, 123, 367
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100,110-340,000

MAP 8

046409

41540104

FORM 321 MULTH

Parcel No. 155
Recorded 25th day of February
A.D. 1954, at 3:33 o'clock P.M.
Liber 123 Page 367

RIGHT OF WAY

Robert F. Wallace
Register of Deeds

Fred Martell, also known as Alfred Martel and Delphine Martell, his wife, and in her own right... first part... in consideration of... Dollars (\$1.00) to them... paid by the CONSUMERS POWER COMPANY... Jackson, Michigan, second party, receipt of which is hereby acknowledged...
A parcel of land in the Southwest one-quarter (1/4) of Section six (6), Township thirty (30) North, Range seven (7) East, described as beginning on the South, East and West eighth line of said Section at a point 33 feet East of the West, North and south eighth line of said Section, running thence Westerly along the South, East and West eighth line of said Section to the West line of said Section, thence North along the West line of said Section 132 feet to a point, thence East 198 feet to a point, thence North 33 feet to a point, thence East parallel with the South, East and West eighth line of said Section to a point 33 feet East of the West, North and South eighth line of said Section, thence South 165 feet to the place of beginning.

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 two lines of poles and wires on, over and across said above described land, one line of poles and wires to be located northwesterly of and along and not more than 50 feet and one line of poles and wires to be located southeasterly of and along and not more than 60 feet from a center line, which sd. ctr. line is desc. as beg. on the North and South quarter line of Sec. 6, T30N, R7E, at its intersec. with the ctr. line of grade of the former Boyne City, Gaylord and Alpena R.R. Right of way, running thence Southwesterly along the center line of grade of sd. R.R. right of way to a point not more than 900 feet nor less than 700 feet East of the West line of said Sec. 6 (meas. at rt. angles), running th. Southwesterly to a point not more than 100 ft. East of the West line of sd. Sec. 6 at a point not more than 1100 ft. nor less than 900 ft. North of the South line of sd. Sec.

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 S... and seal S... of the part 1st... of the first part, this 21st... day of January... 19. 54.

Signed, Sealed and Delivered in Presence of
Halvor Ritsen
James F. Miller
Fred Martell
Delphine Martell

STATE OF MICHIGAN)
County of Alpena) ss. On this 21st day of January 19. 54,
before me, a Notary Public of Cheboygan County, Michigan, acting in Alpena County, personally appeared

Fred Martell and Delphine Martell

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.

James F. Miller
Notary Public, Cheboygan Co., Mich.
My commission expires May 21, 1957

Table with columns: Michigan STATE, Alpena COUNTY, Wilson TOWNSHIP, 6 SECTION, T30N TOWN, R7E RANGE

Main table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost and date Dec 1954/Nov 1955.

BP

MAILED AND CHECKED

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	<u>15695</u>	Sheet	9	of	14	Sheets
Plan & Profile No.	<u>15695</u>	Sheet	36	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. Fred Martell and Delphine Martell, his wife
1-21-54 2-25-54 123-367 Esmt
2. Consumers Power Company

