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Charles E. Davis and Eleanor P. Davis, his wife

NAME OF GRANTOR

ACCOUNT NO. 100.110-340.000

MAP 14

Perpetual Easement | 11-24-53 | 4-8-54 | 124 | 94 |

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

1040006

10340104

FORM 321 MULT

Parcel No. 191 Recorded 24th day of April A.D. 1954 at 2:31 o'clock P.M. Liber 124 Page 94 Robert E. Wallace Register of Deeds

RIGHT OF WAY

LIBER 124 PAGE 94

Charles E. Davis and Eleanor P. Davis, his wife and in her own right, first part... 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 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 Alpena County of Alpena and State of Michigan, to-wit: The North seventy-three (73) feet of the South five hundred forty-nine (549) feet of all that part of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section five (5), Township thirty-one (31) North, Range eight (8) East, lying Westerly of Truckey Road, so-called.

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 on the East line of Section 33, Township 32 North, Range 8 East, at a point not more than 300 feet nor less than 100 feet North of the South line of said Section, thence Southwesterly to a point not more than 800 feet nor less than 600 feet West of the East line of Section 5, Township 31 North, Range 8 East, at a point not more than 800 feet nor less than 600 feet North of the South line of said Section 5, running thence Southwesterly to a point not more than 100 feet East of the East, North and South eighth line of Section 18, Township 31 North, Range 8 East, at a point not more than 600 feet nor less than 400 feet South of the North line of said Section 18.

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 first party 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 24th day of November, 1953.

Signed, Sealed and Delivered in Presence of James F. Miller, Jesse Mapes

Charles E. Davis, Eleanor P. Davis

STATE OF MICHIGAN) On this 24th day of November 1953, before me, a Notary Public of Cheboygan County, Michigan, acting in Alpena County, personally appeared Charles E. Davis and Eleanor P. Davis

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

Michigan STATE Alpena COUNTY Alpena TOWNSHIP SECTION 5 T31N R8E MUNICIPALITY

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Volume IR4, Exhibit 103a, Working Papers) and dates Dec 1954 and Nov 1955.

B.P.



OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 11 of 14 Sheets
Plan & Profile No. 15695 Sheet 46 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. Charles E. Davis and Eleanor P. Davis, his wife
11-24-53 4-8-54 124-94 Esmt
2. Consumers Power Company

