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TITLE DATA

CONSUMERS POWER COMPANY 103

William Grace and Gretchen Grace, his wife

TRACT 186-D103-6

NAME OF GRANTOR
Perpetual Easement | 2-17-54 | 4-3-54 | 124 | 13 |

ACCOUNT NO. 100.110-340.000

MAP 14

FORM 321 MULTN

Parcel No. 197

RIGHT OF WAY

Recorded 3rd day of April
A.D. 1954 at 9:15 o'clock A.M.
Liber 124 Page 13

Robert E. Wallace
Register of Deeds

Michigan | Alpena | Alpena
STATE | COUNTY | TOWNSHIP
MUNICIPALITY | SECTION 5 | T31N | R8E
TOWN | RANGE

PLAT OR AREA

William Grace and Gretchen Grace, his wife, and in her own right
first part, for 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 parcels are situate in the Township of Alpena County of Alpena and State of Michigan, to-wit:

Bounded by a line commencing at a point on Sec line between section 4 and 5 Town 31 North of R 8 E, 6 rods North of Southeast corner of Southeast Quarter of Northeast Quarter of sd sec 5; thence Northeasterly on Sec line 6 rods; Thence Westerly at right angles to sd sec line 26 2/3 rods; thence Southeasterly and parallel to said sec line 6 rods; thence Easterly 26 2/3 rods to point of beginning.
Also a strip of land 6 rods in width off the South side of Southeast Quarter of North east Quarter of Section 5, all in Town 31 North of Range 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: Sec. party may locate sd rte on, over and across sd above desc. land, alg. or adj. as near as prac. a line, which sd line is desc, as beg at a point not more than 1000 ft nor less than 700 ft West of the north and south 1/4 line of Sec 4, T33 N. R8E, at a point not more than 150 ft nor less than 100 ft north of the East and West 1/4 line of sd Sec 4, running thence Westerly to a point not more than 450 ft nor less than 300 ft West of the East Sec line of Sec 5, at a point not more than 150 ft nor less than 100 ft North of the East and West 1/4 line of sd sec 5 running thence Southerly to a point not more than 1050 ft nor less than 850 ft North of the South sec line of sd sec 5 to point not more than 400 ft nor less than 250 ft West of the East Sec line of sd Sec 5.
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 or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such 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 parties of the first part, this 17th day of February, 1954

Signed, Sealed and Delivered in Presence of

Carol Grace (L.S.)
James F. Miller (L.S.)
William Grace (L.S.)
Gretchen Grace (L.S.)

STATE OF MICHIGAN)
) ss. On this 17th day of February 1954
 before me, a Notary Public of Cheboygan county,
 County of Alpena) Michigan, acting in Alpena county, personally appeared

William Grace and Gretchen Grace

to me known to be the same persons 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

MAPPED AND CHECKED

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Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Volume 1R4, Exhibit 103a, Working Papers) dated Dec 1954 and Nov 1955.

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 Liber 72, page 151
5. Tree Voucher Yes

TITLE HISTORY

1. William Grace and Gretchen Grace, his wife
2-17-54 4-3-54 124-13 Esmt
2. Consumers Power Company

