

13

TITLE DATA

Howard W. Smith and Edna Smith, his wife
NAME OF GRANTOR
Perpetual Easement | 2-17-54 | 4-3-54 | 124 | 15 |
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000
6.540104

TRACT 188-D103-2
MAP 14

FORM 321 MULTH

Parcel No. 199

RIGHT OF WAY

Recorded 3rd day of April
A. D. 1954 at 9:15 o'clock A.M.
Liber 124 Page 15
Robert E. Wallace
Register of Deeds

Michigan | Alpena | Alpena
STATE COUNTY TOWNSHIP
MUNICIPALITY SECTION TOWN RANGE

Howard W. Smith, also known as Howard Smith, and Edna Smith, his wife, and in her own right first parties, consideration of One 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 ~~conduits~~ 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 South 3/4 of the South Half of the Northwest Quarter of Section 4, Town 31 North of Range 8 East, exc. therefrom the South 10 acres of the Southwest Quarter of the Northwest Quarter of said Section 4.

The route to be taken by said lines of ~~conduits~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate sd route on, over and across said above described land along or adjoining as near as practicable a line, which sd line is des as beg on the East line of Sec 33 T32 N 8E, at a point not more than 300 ft, nor less than 100 ft North of the South line of sd Sec, running thence Southwesterly to a point not more than 1000 ft nor less than 700 ft West of the North and South 1/4 line of Sec 4 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 Section, five.

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 ~~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 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 S. and seals of the parties of the first part, this 17th day of February 1954.

Signed, Sealed and Delivered in Presence of
David W. Stoppa
James F. Miller
Howard W. Smith (L.S.)
Edna Smith (L.S.)

STATE OF MICHIGAN)
County of Alpena) ss. on this 17th day of February 1954
before me, a Notary Public of Cheboygan County,
Michigan, acting in Alpena County, personally appeared
Howard W. Smith and Edna Smith

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
My commission expires May 21, 1957



PLAT OR AREA		ITEMS OF COST		JOURNAL ENTRY	DATE
BALANCE	\$171.05	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)	200)	200)	Dec 1954
TRANSFERS			581)	581)	Nov 1955
AMOUNT	\$171.05				

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 11 of 14 Sheets
Plan & Profile No. 15695 Sheet 47 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. Howard W. Smith and Edna Smith, his wife
2-17-54 4-3-54 124-15 Esmt
2. Consumers Power Company

