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TITLE DATA

Gerald L. Fussey, Sr., et al

ACCOUNT NO. 100.110-340.000

MAP 14

Perpetual Easement, 12-3-53, 4-3-54, 124, 17, 040006

FORM 321 M.U.L.H.

Parcel No. 201, Recorded 3rd day of April, A.D. 1954, at 9:15 o'clock A.M., Liber. 124, Page 17, Robert E. Wallace, Register of Deeds

RIGHT OF WAY

Michigan STATE, Alpena COUNTY, Alpena TOWNSHIP, SECTION 4, T31N R8E

Gerald L. Fussey Sr., also known as Gerald L. Fussey and Ida Fussey his wife; Augusta Fussey Stensland, also known as Agusta R. Fussey Stensland first part les., 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 towers, 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 one-half (1/2) of the Northeast one-quarter (1/4) of Section four (4), Township thirty-one (31) North, Range eight (8) East.

The route to be taken by said lines of towers, 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, running 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.

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 towers, 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 and seal of the parties of the first part, this 3rd day of December, 1953.

Signed, Sealed and Delivered in Presence of

Donald K. Gillard, James F. Miller

Gerald L. Fussey Sr., Ida Fussey, Mrs. Augusta Fussey Stensland

STATE OF MICHIGAN) On this 3rd day of December 1953, before me, a Notary Public of Cheboygan County, Michigan, acting in Alpena County, personally appeared

Gerald L. Fussey Sr. and Ida Fussey; Mrs. Augusta Fussey Stensland.

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: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Dec 1954 and Nov 1955 with amounts of \$207.05.



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. Gerald L. Fussey, Sr., et al
12-3-53 4-3-54 124-17 Esmt
2. Consumers Power Company

