

13

TITLE DATA

CONSUMERS POWER COMPANY / 03

George E. Couls and Frances Couls, his wife

TRACT 196-D103-3

Perpetual Easement, 11-18-53, 4-3-54, 124, 23

ACCOUNT NO. 100.110-340.000

MAP 19

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

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11.340104

FORM 321 MULT

Recorded 3rd day of 1954 at 9:15 o'clock A.M. Liber 124 Page 23 Robert E. Wallace Register of Deeds

RIGHT OF WAY

George E. Couls and Frances Couls, his wife, and in her own right. first parties, in 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 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 East one-half (1/2) of the Southwest one-quarter (1/4) of Section thirty-four (34), Township thirty-two (32) North, Range eight (8) East, excepting therefrom the West 200 feet of all that part lying Easterly of the Easterly line of Trunk Line Highway US-23, so-called, also excepting therefrom a parcel of land described as beginning on the Westerly line of said Highway at a point 454 feet Northerly, measured along the Westerly line of said Highway of the South line of said Section, running thence Westerly at right angles to said Highway 200 feet, thence Southerly parallel with said Highway 100 feet, thence Easterly 200 feet to a point on the Westerly line of said Highway 100 feet Southerly of place of beginning, thence Northerly along the Westerly line of said Highway 100 feet to place of beginning. Also exc. parcel of land out of West side thereof now owned by Alfred I. Bradbury. 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 at a point not more than 200 feet West of the North and South quarter line of Section 35, Township 32 North, Range 8 East at a point not more than 200 feet South of the North line of said Section, running thence Southwesterly to the West line of Section 34 of said Township at a point not more than 300 feet nor less than 100 feet North of the South line of said Section 34.

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 and seal of the parties of the first part, this 18th day of November 1953.

Signed, Sealed and Delivered in Presence of James F. Miller, Jesse Mapes, George E. Couls, Frances Couls

STATE OF MICHIGAN ) On this 18th day of November 1953, before me, a Notary Public of Cheboygan County, Michigan, acting in Alpena County, personally appeared George E. Couls and Frances Couls

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 costs of \$206.05.

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. 15695 Sheet 12 of 14 Sheets  
Plan & Profile No. 15695 Sheet 48 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. George E. Couls and Frances Couls, his wife  
11-18-53 4-3-54 124-23 Esmt
2. Consumers Power Company

