

13

TITLE DATA

CONSUMERS POWER COMPANY

03

Huron Portland Cement Company, a corporation
NAME OF GRANTOR
Perpetual Easement | 12-23-53 | 4-3-54 | 124 | 29 |
KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

TRACT 201-D103-1

MAP 19

Parcel No. 212

FORM 317 MULTH

RIGHT OF WAY

Recorded 3rd day of April
A. D. 1954 at 9:15 o'clock A.M.
Liber 124 Page 29

Robert E. Wallace
Register of Deeds

Huron Portland Cement Company, a corporation
first part, in consideration of One dollar (\$1.00) to it
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 con-
sisting of ~~wood~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-
mitting 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 situated in the Township of Alpena, County of Alpena, State of Michigan, to-wit:

The North one-half (1/2) of the Northwest one-quarter (1/4) and the Southwest one-quarter (1/4) of
the Northwest one-quarter (1/4) of Section thirty-five (35), Township thirty-two (32) North,
Range eight (8) East.

The route to be taken by said lines of ~~wood~~ 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 100 feet East of the East, North and South
eighth line of Section 25, Township 32 North, Range 8 East, at a point not more than 100 feet
North of the North, East and West eighth line of said Section, running thence Southwesterly to a
point not more than 200 feet West of the North and South quarter line of Section 35 of said
Township at a point not more than 200 feet South of the North line of said Section 35, 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 ~~wood~~ poles and other
supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and support-
ing 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, oper-
ation 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 ex-
pressly 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.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its
President, and its corporate seal to be hereunto affixed and ~~executed~~ by its Secretary, this
3rd day of December, 1953, attested

Signed, Sealed and Delivered in Presence of

Osborn R. Archer

Osborn R. Archer

Henrietta Jones

Henrietta Jones

HURON PORTLAND CEMENT COMPANY

By C. H. Townsend (L.S.)
PRESIDENT

Attest William W. Crapo (L.S.)
WILLIAM W. CRAPO SECRETARY

STATE OF MICHIGAN)
County of Washtenaw) ss.

On this 23 day of December 1953, before me, a Notary Public in and
for Washtenaw County, acting in Washtenaw County, personally
appeared C. H. Townsend, to
me personally known, who being by me duly sworn, did say that he is
the President of Huron Portland Cement Company,
the corporation named in and which executed the within instrument,
and that the seal affixed to said instrument is the corporate seal
of said corporation, and that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of Directors;
and said William W. Crapo acknowledged said instrument to be the free act and deed of said corporation.

Casimira Kudla
Notary Public, Washtenaw Co., Mich.
My commission expires 1-17-54

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		Michigan	Alpena	Alpena
		STATE	COUNTY	TOWNSHIP
		MUNICIPALITY	SECTION 35	TOWN T32N RANGE R8E
PLAT OR AREA				
BALANCE	\$165 05			
TRANSFERS				
AMOUNT	\$165 05			
ITEMS OF COST	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)			
JOURNAL ENTRY	200 581			
DATE	Dec 1954 Nov 1955			

MAPPED AND RECORDED

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 12 of 14 Sheets
Plan & Profile No. 15695 Sheet 48+49 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. Huron Portland Cement Company, a corporation
12-23-53 4-3-54 124-29 Esmt
2. Consumers Power Company

