

13

TITLE DATA

Earl Dubey and June Dubey, his wife

TRACT 204-D103-2

NAME OF GRANTOR

Perpetual Easement | 11-17-53 | 4-3-54 | 124 | 32 |

ACCOUNT NO. 100.110-340.000

MAP 19

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

040006

FORM 321 MUL TH 1073

LIBER 124 PAGE 32

Parcel No. 215

Recorded 3rd day of April

A. D. 19 54 at 9:15 o'clock A.M.

Lib. 124 Page 32

Robert E. Walker

Register of Deeds

RIGHT OF WAY

Michigan STATE

Alpena COUNTY

Alpena TOWNSHIP

MUNICIPALITY

26 SECTION

T32N TOWN

R8E RANGE

PLAT OR AREA

Earl Dubey and June Dubey 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 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 parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Alpena County of Alpena and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Southeast one-quarter (1/4), and the South one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-six (26), Township thirty-two (32) North, Range eight (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 loc. sd. rte. on, over and across sd. above desc. land alg. or adj. as near as pract. a line, which sd. line is desc. as beg. at a pt. not more than 1100 ft. nor less than 900 ft. East of the West line of Sec. 24, T32N, R8E, at a pt. not more than 600 ft. nor less than 400 ft. North of the South, East and West eighth line of sd. sec., run. thence Southerly to a pt. not more than 100 ft. South of the North line of Sec. 25 of sd. twp. at a pt. not more than 850 ft. nor less than 650 ft. East of the West line of sd. sec., run. th. Southwesterly to the South, East and West eighth line of Sec. 26 of sd. twp. at a pt. not more than 650 ft. nor less than 450 ft. West of the East line of said Sec. 26, run. th. SWly to a pt. not more than 200 ft. West of the North and South quarter line of Sec. 25 of sd. twp. at a pt. not more than 200 ft. South of the North line of sd. sec. 25, 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 17th day of November, 1953.

Signed, Sealed and Delivered in Presence of

Clarence Dubey, Earl Dubey (L.S.)
James F. Miller, June Dubey (L.S.)
James F. Miller (L.S.)

STATE OF MICHIGAN) On this 17th day of November 1953.
) ss. before me, a Notary Public of Cheboygan County, Michigan, acting in Alpena County, personally appeared

Earl Dubey and June Dubey

to me known to be the same person 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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Volume LR4, Exhibit 103a, Working Papers) on Dec 1954 and Nov 1955.

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	<u>15695</u>	Sheet	<u>12</u>	of	<u>14</u>	Sheets
Plan & Profile No.	<u>15695</u>	Sheet	<u>49</u>	of	<u>59</u>	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. Earl Dubey and June Dubey, his wife
11-17-53 4-3-54 124-32 Esmt
2. Consumers Power Company

