

(13) TITLE DATA

William J. Anderson, et al  
 NAME OF GRANTOR

Perpetual Easement! 12-17-53 | 4-3-54 | 124 | 38 | 040006  
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

CONSUMERS POWER COMPANY 103

TRACT 210-D103-1  
 MAP 19

ACCOUNT NO. 100.110-340.000  
 11-5710104

FORM 321 MULT 12-27  
 LIBER 124 PAGE 38  
 Parcel No. 219  
 Recorded 3rd day of April  
 A.D. 1954 at 9:15 o'clock A. M.  
 Liber 124 Page 38  
 Robert E. Wallace  
 Register of Deeds

RIGHT OF WAY

William J. Anderson and Florence J. Anderson his wife, and in her own right; Wm. J. Anderson Jr. and Sally Anderson his wife, and in her own right; first part 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 ~~wooden~~ 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 Southwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section twenty-four (24), Township thirty-two (32) North, Range eight (8) East.

The route to be taken by said lines of ~~wooden~~ 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 prac. a line, which sd. line is desc. as beg. on the South, East and West eighth line of Sec. 13, T32N, R8E, at a pt. not more than 200 ft. East of the North and South quarter line of sd. sec., run. th. Southerly to a pt. not more than 900 ft. nor less than 700 ft. North of the South line of sd. Sec. 13 at a pt. not more than 200 ft. East of the North and South quarter line of sd. sec., run. th. Southwesterly to a pt. not more than 1100 ft. nor less than 900 ft. East of the West line of Sec. 24 of sd. twp. 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. 24, run. th. S'y 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. 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 ~~wooden~~ 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 party of the first part, this 17th day of December 1953.

Signed, Sealed and Delivered in Presence of

<i>Gary Kitter</i> Gary Kitter	}	<i>Wm. J. Anderson Jr.</i> Wm. J. Anderson Jr. (L.S.)
<i>James F. Miller</i> James F. Miller		<i>Sally Anderson</i> Sally Anderson (L.S.)
<i>Jeanette Anderson</i> Jeanette Anderson		<i>William J. Anderson</i> William J. Anderson (L.S.)
<i>James F. Miller</i> James F. Miller		<i>Florence J. Anderson</i> Florence J. Anderson (L.S.)

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

Wm. J. Anderson Jr. and Sally Anderson;  
 William J. Anderson and Florence J. Anderson.

to me known to be the same person as 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*  
 James F. Miller  
 Notary Public, Cheboygan Co., Mich.  
 My commission expires May 21, 1957

		Michigan	Alpena	Alpena
		STATE	COUNTY	TOWNSHIP
		SECTION 24		T32N R8E
		MUNICIPALITY		TOWN RANGE
PLAT OR AREA				
BALANCE	\$607 05			
TRANSFERS				
AMOUNT	\$607 05			
ITEMS OF COST	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)			
JOURNAL ENTRY	200) 581)			
DATE	Dec 1954 Nov 1955			

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53



OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 13 of 14 Sheets  
Plan & Profile No. 15695 Sheet 50 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. William J. Anderson, et al  
12-17-53 4-3-54 124-38 Esmt
2. Consumers Power Company

