

# RIGHT OF WAY

*Robert F. Wallace*  
Register of Deeds

Myrtle N. Schmidt  
first part y... in consideration of One Dollar (\$ 1.00 ) to her  
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 warrants to the second party, its  
successors and assigns, forever, the easement and right to erect, lay and maintain lines consisting of ~~poles~~ poles, wires, cables,  
conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-  
munication 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 Alpena County  
of Alpena, and State of Michigan, to-wit:

The Northwest 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 ~~poles~~ poles, wires, cables and conduits across, over and under said land being more specif-  
ically 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'ly  
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 ~~poles~~ 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 trans-  
mission 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 29th day of  
January, 1954

Signed, Sealed and Delivered in Presence of  
*Leona De Busscher*  
Leona DeBusscher  
*James V. Anthony*  
James V. Anthony

*Myrtle N. Schmidt*  
Myrtle N. Schmidt (L.S.)

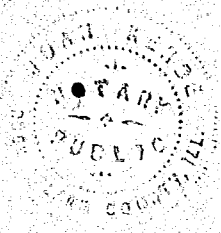
ILLINOIS  
STATE OF ~~MISSISSIPPI~~  
County of *Rock Island* ss.

On this 29th day of *January* 1954  
before me, a Notary Public of *Rock Island* County,  
~~Michigan~~ acting in *Rock Island* County, personally appeared  
*Illinois*

*Myrtle N. Schmidt*

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 her free act and deed.

*Joan Kehoe*  
Joan Kehoe  
*Rock Island*  
Notary Public, *Rock Island* Co., *Ill.*  
My commission expires *March 6, 1957*



RIGHT OF WAY

Robert E. Wallace  
Register of Deeds

Beatrice F. Defew, Gerald McEachern, single man; Sara S. Smith; James McEachern, a single man first part 199, 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 ~~wires~~ 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 Northwest 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 ~~wires~~ 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'ly 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 ~~wires~~ 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 30th day of December, 1953.

Signed, Sealed and Delivered in Presence of  
James F. Miller  
James F. Miller  
Jesse Jones  
G. Harold VerPlanck  
G. Harold VerPlanck  
Margaret Meszatos

Beatrice F. Defew (L.S.)  
Beatrice F. Defew  
Gerald McEachern (L.S.)  
Gerald McEachern  
Sara S. Smith (L.S.)  
Sara S. Smith  
James McEachern (L.S.)  
James McEachern

STATE OF MICHIGAN )  
 ) ss.  
County of Alpena )

On this 30th day of December 1953, before me, a Notary Public of Cheboygan County, Michigan, acting in Alpena County, personally appeared

Gerald McEachern, single;  
James McEachern, single;

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  
James F. Miller  
Notary Public, Cheboygan Co., Mich.  
My commission expires May 21, 1957

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Co., Mich.

STATE OF MICHIGAN )  
County of Wayne ) ss.

On this 4th day of January, 1954, before me, a  
Notary Public of Jackson County, personally appeared Beatrice F. Defew;  
Sara S. Smith; 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.

George Harold VerPlanck  
George Harold VerPlanck  
Notary Public, Jackson Co., Mich.  
Acting in Wayne County, Michigan

My Commission expires July 28, 1956

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