

13

TITLE DATA

CONSUMERS POWER COMPANY 03

Lawrence McEachern and Margaret McEachern, his wife

NAME OF GRANITOR

ACCOUNT NO. 100.110-340.000

TRACT 216-D103-1

Perpetual Easement 12-17-53 4-3-54 124 47

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

040006

U. 540104

MAP 19

FORM 321 MULT 16 3/4

Recorded 3rd day of April A.D. 1954 at 9:15 o'clock A.M. Liber 124 Page 47

RIGHT OF WAY

Parcel No. 225 R. L. Wallace Register of Deeds

Lawrence McEachern and Margaret McEachern his wife, and in her own right, first part, in consideration of One Dollar (\$1.00) to be 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 towers, 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 situated in the Township of Alpena County of Alpena and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section thirteen (13), Township thirty-two (32) North, Range eight (8) East.

The route to be taken by said lines of towers, 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 on the South, East and West eighth line of Section 13, T32N, R8E, at a point not more than 200 feet East of the North and South quarter line of said section, running thence Southerly to a point not more than 900 ft. nor less than 700 ft. North of the South line of sd. Sec. 13 at a point not more than 200 ft. East of the North and South quarter line of said 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 said Sec. 24.

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 towers, 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, s. and seal of the parties of the first part, this 17th day of December, 1953.

Signed, Sealed and Delivered in Presence of

James F. Miller (Notary Public) and signatures of Lawrence McEachern and Margaret McEachern.

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

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

MAPPED AND CHECKED

Table with columns: STATE (Michigan), COUNTY (Alpena), TOWNSHIP (Alpena), MUNICIPALITY, SECTION (13), TOWN (T32N), RANGE (R8E), PLAT OR AREA.

Main table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Original Cost (Dec 1954) and Working Papers (Nov 1955).

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 13 of 14 Sheets
Plan & Profile No. 15695 Sheet 51 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. Lawrence McEachern and Margaret McEachern, his wife
12-17-53 4-3-54 124-47 Esmt
2. Consumers Power Company

