

Egna Kaschner

TITLE DATA

TRACT MAP 7

NAME OF GRANTOR: easement
 DATE OF INST: 8-30-1962 | DATE OF RECORD: 1-13-1964 | LIBER: 166 | PAGE: 357 | 1640006

ACCOUNT NO. U. 34004

Iosco -Alpena Parcel #106 & 109 1/2
 Recorded day of A.D. 19 at o'clock M.
 Liber Page

MICHIGAN STATE | Alpena COUNTY | Alpena TOWNSHIP | T 30 N | R 8 E | SECTION 7 & 6

RIGHT OF WAY

Register of Deeds

...Egna Kaschner, R.R. #2, Alpena, Michigan, first part, in consideration of One and no/100 Dollars (\$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 by 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 situated in the Township of Alpena County of Alpena, Michigan, and State of Michigan, to-wit: A par. of land in the NW 1/4 of Sec. 7, desc. as beg. at the N 1/4 post of sd. Section, run. th. W alg. the N line of sd. Section, to the SE 1/4 line of State Trunk Line Highway M-171, run. th. SW alg. the SE 1/4 line of sd. Hwy. to a point 1024 ft. NE 1/4 (Meas. alg. the SE 1/4 line of sd. Hwy.) from the E & W 1/4 line of sd. Sec., run. th. S 39° E 1281 ft. more or less to the E & W 1/4 line of sd. Sec., th. E to the N & S 1/4 line of sd. Sec. 7, th. N to the pl. of beg.; also a par. of land in the SW 1/4 of Sec. 6, desc. as beg. on the NW 1/4 line of State Trunk Line Hwy. M-171, at a point 196.33 ft. SW 1/4 of its intersec. with the N & S 1/4 line of sd. Sec., run. th. N 66° 42' W 1240 ft. more or less to the W, N & S 1/8 line of sd. Sec., th. S alg. the W, N & S 1/8 line of sd. Sec. to a point 610.3 ft. N of the S line of sd. Sec., run. th. S 60° E 970 ft. more or less to the NW 1/4 line of State Trunk Line Hwy., th. NE 1/4 line of State Trunk Line Hwy. to the pl. of beg., being all in T 30 N, R 8 E.

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 acr. sd. above desc. land, alg. or adj. as near as pract. a line, wh. sd. line is desc. as beg. at a point not more than 600 ft. nor less than 400 ft. E of the W line of Sec. 18, T 30 N, R 8 E, at a point not more than 300 ft. S of the N line of sd. Sec., run. th. NE 1/4 to a point not more than 950 ft. nor less than 750 ft. S of the N line of Sec. 36, T 31 N, R 7 E, at a point not more than 1400 ft. nor less than 1200 ft. W of the E line of sd. Sec. 36.

BALANCE		TRANSFERS		AMOUNT	
\$	355 61			\$	355 61

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, patrolling, 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 part of the first part, this 30th day of August, 1962.

Signed, Sealed and Delivered in Presence of
 Anna Pinkert, Anna Pinkert (L.S.)
 Ted M. Branch, Ted M. Branch (L.S.)
 Egna Kaschner, Egna Kaschner (L.S.)

STATE OF MICHIGAN)
) ss. On this 30th day of August 1962,
 County of Alpena) before me, a Notary Public of Newaygo County,
 Michigan, acting in Alpena County, personally appeared

Egna Kaschner

to me known to be the same person named in and who executed the foregoing instrument, and ~~acknowledged~~ acknowledged the execution of the same to be her free act and deed.

Ted M. Branch
 Ted M. Branch
 Notary Public, Newaygo Co., Mich.
 My commission expires September 14, 1964

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1965	581)	Original Cost (IR4, Exh 103a-5)	\$ 355 61		
Aug 1966	521)				

GENERAL ENGINEERING MAP REFERENCES

Line Map No. <u>D-16462</u>	Sheet	7	of	8	Sheets
Plan & Profile No. _____	Sheet		of		Sheets
Survey Map No. _____	Sheet		of		Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of _____
3. Title Search _____
4. Mortgage Release _____