

TITLE DATA

Russell E. James and Madley E. James, his wife
NAME OF GRANTOR
Perpetual Easement | 2-1-54 | 2-25-54 | 123 | 348 |
KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

ACCOUNT NO. 100.110-340.000

TRACT 128-D103-1

MAP 7

041608

4540104

FORM 321 MULT

LIBER 123 PAGE 348
RIGHT OF WAY

Parcel No. 132
Recorded 25th day of February
A.D. 1954 at 3:16 o'clock P.M.
Liber 123 Page 348
Robert E. Wallace
Register of Deeds

Michigan | Alpena | Green
STATE | COUNTY | TOWNSHIP
MUNICIPALITY | SECTION 6 | T30N | R6E
TOWN | RANGE

PLAT OR AREA

Russell E. James and Madley E. James, his wife
first parties, 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 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 Green County of Alpena and State of Michigan, to-wit:

The Northwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section six (6), Township
thirty (30) North, Range six (6) East.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specif-
ically described as follows: Second party may locate sd. route on, over and across sd. above desc. land
along or adjoining as near as practicable a line, which sd. line is desc. as beg. on the North
and South quarter line of Sec. 1, Township 30 North, Range 5 East, at a point not more than 500
ft., nor less than 300 ft., North of the East and West quarter line of sd. Sec., run. th. Easter-
ly to a point not more than 1300 ft., nor less than 1000 ft., West of the East line of sd. Sec.
1 at a point not more than 500 ft., nor less than 300 ft., North of the East and West quarter
line of sd. Sec., run. th. Southeasterly to the South line of Sec. 6, Township 30 North, Range 5
East, at a point not more than 200 ft. West of the East line of sd. Sec. 6.

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 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 seals of the parties of the first part, this 1st day of
February, 1954.

Signed, Sealed and Delivered in Presence of

Howard L. James
James F. Miller

Russell E. James (L.S.)
Madley E. James (L.S.)

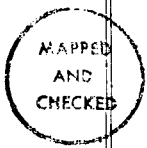
STATE OF MICHIGAN)
County of Alpena) ss. On this 1st day of February 1954
before me, a Notary Public of Cheboygan County,
Michigan, acting in Alpena County, personally appeared

Russell E. James and Madley E. James

to me known to be the same persons 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

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec. 1954	200	Original Cost (See Volume IR4, Exhibit 103a, Working Papers)	\$132.05		\$132.05
Nov 1955	581		\$132.05		



OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 7 of 14 Sheets
Plan & Profile No. 15695 Sheet 31 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. Russell E. James and Madley E. James, his wife
2-1-54 2-25-54 123-348 Esmt
2. Consumers Power Company

