

TITLE DATA

Russell E. James and Madley E. James, his wife (13)

TRACT 130-D103-3

NAME OF GRANTOR: Perpetual Easement; DATE OF INST: 2-1-54; DATE OF RECORD: 2-25-54; LIBER: 123; PAGE: 350; 0411, 08

ACCOUNT NO. 100-110-340.000

MAP 7

FORM 321 MULT

LIBER 123 PAGE 350 RIGHT OF WAY

Parcel No. 134; Recorded 25th day of February, A.D. 1954 at 3:18 o'clock P.M.; Liber 123 Page 350; Robert E. Wallace, Register of Deeds

Michigan STATE; Alpena COUNTY; Green TOWNSHIP; T30N R6E; SECTION 6; MUNICIPALITY

PLAT OR AREA

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

The North one-half (1/2) of the South one-half (1/2) 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 specifically 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. Easterly 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 6 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, 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 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 1st 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, Madley E. James

STATE OF MICHIGAN) 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, My commission expires May 21, 1957

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (\$80.00) and JOURNAL ENTRY 200, 581.



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 2-25-54 123-350 Esmt
2. Consumers Power Company

