

RIGHT OF WAY

Robert E. Wallace
Register of Deeds

(Compeau is sometimes spelled Compo and Campau)

Israel Compeau and Josephine Compeau, his wife, and in her own right first part 1st., 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 ~~wooden~~ 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 TOWNSHIPS of Green and Wilson County of Alpena and State of Michigan, to-wit:

The South one-half ($\frac{1}{2}$) of the Northwest one-quarter ($\frac{1}{4}$) of Section ten (10) and so much of the Boyne City, Gaylord and Alpena Railroad right of way as is located on the North side of the Southwest one-quarter ($\frac{1}{4}$) of Section ten (10), being in Township thirty (30) North, Range six (6) East; the Southeast one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$) of Section nine (9); the North one-half ($\frac{1}{2}$) of the Southeast one-quarter ($\frac{1}{4}$) of Section nine (9) and so much of the former Boyne City, Gaylord and Alpena Railroad right of way as located on the South side of the Southwest one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$) of Section nine (9), being in Township thirty (30) North, Range six (6) East.

The route to be taken by said lines of ~~wooden~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate two lines of poles and wires on, over and across said above described land, one line of poles and wires to be located Northwesterly of and along and not more than 50 feet and one line of poles and wires to be located Southeasterly of and along and not more than 60 feet from the center line of grade of the former Boyne City, Gaylord and Alpena Railroad right of way.

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 ~~wooden~~ 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 22nd day of January, 1954.

Signed, Sealed and Delivered in Presence of

Oscar Compeau
Oscar Compeau

James F. Miller
James F. Miller

Josephine Compeau (L.S.)
Josephine Compeau

Israel Compeau (L.S.)
Israel Compeau

.....(L.S.)

.....(L.S.)

STATE OF MICHIGAN)
County of Alpena) ss.

On this 22nd day of January 1954,
before me, a Notary Public of Cheboygan County,
Michigan, acting in Alpena County, personally appeared

Josephine Compeau and Israel Compeau

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
My commission expires May 21, 1957

Co., Mich.