|                | Albert Wenger, a single man  | UMEF              | RS POWER                     | COMPANY               | 16                 | TRACT    | 20 <b>6-</b> D85-2              |
|----------------|--|-------------------|------------------------------|-----------------------|--------------------|----------|---------------------------------|
|                | Albert Weiger, a single lange   NAME OF GRANTOR   Basement 1   6-19-51 9-28-51   Liber Page  | ACCO              | UNT NO. <u>100.</u>          | 110-340.000<br>U. 540 | rod                | MAP      | 10                              |
|                | PORM J21 HULTH ENTERED RECORDED RECORDE |                   | Michigan<br>State            | <u> </u>              | Cheboyga<br>COUNTY | <u> </u> | Milmot<br>Township<br>T33N   R3 |
|                | COMPANY RIGHT OF WAT Liber 20 Page 24  |                   | MU                           | NICIPALITY            | PLAT OR ARE        | SECTION  |                                 |
|                | horein<br>Albert Songee, unwarried, rolo other and heir at lat of the premises described/<br>first part, consideration ofOneDollarg (\$1.00) to  | Liu I             |                              |                       |                    |          |                                 |
|                | paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan<br>Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the<br>second party, its successors and assigns, Forever, the easement and right to evect, lay and maintain lines con-<br>sisting of <b>Annow</b> poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-<br>mitting and distributing electricity and/or conducting a communication business on, over, under and across the<br>following described parcel of land, including all public highways upon or adjacent to said parcel of land,<br>which parcel, situate in the <u>Township</u> of <u> Wilmot</u> County of <u>Cheboygan</u> , and State of Michigan, to-wit:  | BALANCE           | \$ 224                       |                       |                    |          |                                 |
|                | The Northeast one-quarter $(\frac{1}{4})$ of the Southeast one-quarter $(\frac{1}{4})$ of Section fifteen (15), Township thirty-three (33) North, Range three (3) West.  | ERS               |                              |                       |                    |          |                                 |
|                |  | TRANSFI           |                              |                       |                    |          |                                 |
|                | The route to be taken by said lines of <b>XOMBOR:</b> poles, wires, cables and conduits across, over and under said land<br>being more specifically described as follows: Second party may locate sd.route on,over and across sd.<br>above des.land along or adjoining as near as practicable a line,which sd.line is des.as beg.at a  |                   |                              |                       |                    |          |                                 |
|                | pt.not more than 300 ft.South of the North line of Sec. 34, Township 33 North, Range 3 West, at a pt.<br>not more than 600 ft., nor less than 400 ft., West of the North and South quarter line of sd.Sec.<br>34, run.th.Northeasterly to a pt.not more than 350 ft.South of the East and West quarter line of<br>Sec. 15 of sd.Twp.at a pt.not more than 300 ft., nor less than 100 ft., West of the East line of sd.<br>Sec. 15, run.th.Northeasterly to a pt.not more than 100 ft., North of the South line of Sec. 2. Town-<br>ship 33 North, Range 3 West, at a pt.not more than 650 ft., nor less than 450 ft., West of the North<br>and South quarter line of sd.Sec.2.<br>With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and  | AMOUNT            | 527                          |                       |                    |          |                                 |
| 67             | their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing,<br>removing, replacing, improving, enlarging and maintaining such cables, conduits and <b>XENERY</b> poles and other<br>supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and support-<br>ing and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy<br>and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the<br>opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, oper-<br>ation and maintenance of said lines. It is expressly understood that no buildings or other structures will be<br>placed under such wires and/or over such cables without the written consent of said second party. It is ex-<br>pressly understood that non-use or a limited use of this easement by second party shall not prevent second party<br>from later making use of the easement to the full extent herein authorized.<br>Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of<br>poles and wires across said above described premises, the same to be paid before any work is<br>done on the land, and also to pay for any damage to crops in erecting and maintaining said line<br>of poles and wires.  | COST              | LR4, Exhibit 85a,<br>Papers) |                       |                    |          |                                 |
|                | WITNESS the handand seal of the part y of the first part, this littly day     of   | TEMS OF           | st (See Vol 1<br>Working F   |                       |                    |          |                                 |
|                | (L. S.)  | -                 | leinal Co                    |                       |                    |          |                                 |
|                | OH/O<br>STATE OF HICHTORN<br>County of <u>PTTAWA</u><br>SB. On this 19th day of fine 1952.<br>County of <u>PTTAWA</u><br>SB. Defore ne. a Notary Public of <u>OTTAWA</u><br>Nichtgar, acting in <u>OTTAWA</u><br>OH/O<br>Albert Wenger   | OURNAL            | 200) 0 <b>r1</b><br>200)     |                       |                    |          |                                 |
| MAPPED         | to me known to be the same person named in and who executed the<br>foregoing instrument, and severally acknowledged the execution of the<br>same to be free act and deed.<br>  | <del>ر</del><br>س | <u>1951</u><br>1952          |                       |                    |          |                                 |
| AND<br>CHECKED | Hy commission expires JUNE 27, 1932 OHIO   | DAT               | Dec                          |                       |                    |          |                                 |

FORM #1

## GENERAL ENGINEERING MAP REFERENCES

| Line Map No. 15047          | Sheet 3 of <sup>1</sup> | Sheets |
|-----------------------------|-------------------------|--------|
| Plan & Profile No. PP 15047 | Sheet 14+15 of          | Sheets |
| Survey Map No.              | Shaet of                | Sheets |

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# DOOLMENTS FRED WITH ORIGINAL INSTRUMENTS

| 1. |                   |     |  |  |
|----|-------------------|-----|--|--|
| 2. | Opinions of Tilio |     |  |  |
| 3. | Tille Search      |     |  |  |
| 4. | Mortgage Relcase  |     |  |  |
| 5. | Tree Voucher      | Yes |  |  |

#### TITLE HISTORY

### 1. Albert Wenger, a single man 6-19-51 9-28-51 146-34 Esmt

# 2. Consumers Power Company

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