

TITLE DATA

167205 CONSUMERS POWER COMPANY 16

See Notes #1 and #2.

TRACT 262-DX85-3

NAME OF GRANTOR

ACCOUNT NO. 100.110-340.000

MAP 15-74

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

Handwritten notes: -5458, 7853, and a signature.

13

THIS INSTRUMENT, Made this 15th day of April A.D. 1954, Between CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan, with its principal office therein at Jackson, Michigan, party of the first part, and KENNETH W. GUY and MELVINA B. GUY, his wife, as tenants by the entireties with full rights of survivorship, of Indian River, Michigan, as second parties,

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WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents bargain, sell, remise, release and forever QUIT-CLAIM unto the said parties of the second part, their heirs and assigns, Forever, all that certain piece or parcel of land situate in the Township of Tuscarora, County of Cheboygan and State of Michigan, known and described as follows, to-wit:

A parcel of land in the Northwest one-quarter (NW 1/4) of Section nineteen (19), Township thirty-five (35) North, Range two (2) West, described as commencing at the Northwest corner of said Section, running thence South three degrees West (S 3° W) nine hundred eighty-two (982) feet, thence South eighty-seven degrees East (S 87° E) two hundred eighty-two (282) feet, thence South fifty-nine degrees thirty minutes East (S 59° 30'E) twenty-four and seventy-five hundredths (24.75) feet, thence North thirty degrees thirty minutes East (N 30° 30'E) ten hundred and fifty (1050) feet to a point, which said point is the place of beginning, running thence South fifty-nine degrees thirty minutes East (S 59° 30'E) to the Northwesterly bank of Indian River, so-called, thence Northeastly along the Northwesterly bank of said river to the North line of said Section nineteen (19), thence West along the North line of said Section to a point North thirty degrees thirty minutes East (N 30° 30'E) from the place of beginning, thence South thirty degrees thirty minutes West (S 30° 30' W) to the place of beginning, except a strip of land thirty-two (32) feet wide off the North side of said above described land.

Excepting and Reserving to the grantor herein, its successors and assigns, Forever, the easement and right to erect, lay and maintain one or more 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, along and across the land herein described, including all public highways upon or adjacent to said land. The route to be taken by said lines of poles, wires, cables and conduits on, over, along and across said land being more specifically described as follows:

(See Notes #1 and #2)

MAPPED AND CHECKED

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes handwritten entries for Dec 1952, Original Cost, and Amount \$156.77.

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	15047	Sheet	6	of	8	Sheets
Plan & Profile No.	P 15047 A	Sheet	8	of	15	Sheets
Survey Map No.	P-S-15316	Sheet		of		Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract Yes
2. Opinions of Title Yes
3. Title Search _____
4. Mortgage Release City Bank Farmers Trust Co.,
Liber 161, page 373

(1) Consumers Power Company acquired title to the following land.

1. Bird E. Haner and wife, Mary E.
3-17-52 8-18-52 144-640 Warranty Deed
2. Consumers Power Company

Forever, all that certain piece or parcel of land situate and being in the Township of Tuscarora, County of Cheboygan and State of Michigan, and described as follows, to-wit:

A parcel of land in the NW $\frac{1}{4}$ of Section 19, T 35 N, R 2 W, described as commencing at the NW corner of said Section, running thence S 3° W 982 feet, thence S 87° E 282 Feet, thence S 59°30' E 24.75 feet, thence N 30°30' E 1050 feet to a point, which said point is the place of beginning, running thence S 59°30' E to the NW'ly bank of Indian River, so-called, thence NE'ly along the NW'ly bank of said river to the N line of said Section 19, thence W along the N line of said Section to a point N 30°30' E from the place of beginning, thence S 30°30' W to the place of beginning, except a strip of land 32 feet wide off the N side of said above described land.

(2) Consumers Power Company conveyed the land above described excepting and reserving the easement as shown on the caption of this tract.

*CURRENT OWNER AS OF 4-15-54
KENNETH W. GUY AND MELVINA B. GUY HIS WIFE
SAME AS CONVEYANCE ON FRONT TITLE DATA SHEET*

X-3

TITLE HISTORY

1. See Notes #1 and #2.
2. Consumers Power Company

785 1/2

One line of poles and wires to run in a Northwesterly and Southeastery direction across the land herein described on or as near as practicable to a line, which line is described as beginning at a point on the Northerly side of said land one hundred eighty-five (185) feet west of the Northeast corner of said land, running thence South-easterly to a point sixty (60) feet Northeastly of the Southeastery corner of said land on or near the bank of the Indian River, as now located and constructed.

Together with full right and authority to the grantor herein, 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 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 grantor, 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 grantor. It is expressly understood that non-use or a limited use of this easement by grantor shall not prevent grantor from later making use of the easement to the full extent herein reserved.

Cons. Sec. 500 cash

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto the said parties of the second part and to their heirs and assigns, to the sole and only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, Forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary as of the day and year first above written.

APV'D AS TO FORM
H.B.K.

Signed, Sealed and Delivered
in Presence of

CONSUMERS POWER COMPANY

Clara R. Donahue
Clara R. Donahue

By James H. Campbell
James H. Campbell
Vice President

Ethel McHugh
Ethel McHugh

Attest:

A. J. Myotte
A. J. Myotte
Secretary

Int. Rev. Stamps 55¢

Corporate Seal
C.P.Co.