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 7893  
 Tuscarora Twp  
 Cheboygan

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 E. GUY,  
 his wife, as tenants by the entirety with full rights of survivorship,  
 of Indian River, Michigan, as second parties,

## 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 ( $NW\frac{1}{4}$ ) 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 ( $S 3^{\circ} W$ ) nine hundred eighty-  
 two (982) feet, thence South eighty-seven degrees East ( $S 87^{\circ} E$ ) two  
 hundred eighty-two (282) feet, thence South fifty-nine degrees thirty  
 minutes East ( $S 59^{\circ} 30' E$ ) twenty-four and seventy-five hundredths  
 (24.75) feet, thence North thirty degrees thirty minutes East ( $N 30^{\circ} 30' E$ )  
 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 ( $S 59^{\circ} 30' E$ ) to the Northwesterly bank of Indian River, so-called,  
 thence Northeasterly 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  
 ( $N 30^{\circ} 30' E$ ) from the place of beginning, thence South thirty degrees  
 thirty minutes West ( $S 30^{\circ} 30' W$ ) 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 distribut-  
 ing 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:

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One line of poles and wires to run in a Northwesterly and Southeasterly 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 Northeasterly of the Southeasterly 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.

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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  
N.B.K.

Signed, Sealed and Delivered  
in Presence of

CONSOLIDATED POWER COMPANY

Clara R. Donahue  
Clara R. Donahue

BY James H. Campbell  
James H. Campbell  
Vice President

Ethel McHugh  
Ethel McHugh

Attest:

A. J. Moyotte  
A. J. Moyotte

Secretary  
Corporate Seal  
C.P.Co.

Int. Rev. Stamp 55¢

STATE OF MICHIGAN }  
County of Jackson } ss

On this 15th day of April A.D. 1954, before me, a Notary Public in and for said County, personally appeared James H. Campbell to me personally known, who being by me duly sworn, did say that he is a Vice President of Consumers Power Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said James H. Campbell acknowledged said instrument to be the free act and deed of said corporation.

Ethel McHugh  
Ethel McHugh  
Notary Public, Jackson County, Michigan

Notary Seal

My commission expires: Sept. 23, 1955