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TITLE DATA

CONSUMERS POWER COMPANY

16

L. H. Liebeck and wife, Anna C.

248005

TRACT 391-D85-3*

Easement 10-19-56 12-24-56 153 382

ACCOUNT NO. 100.110-340.000

MAP 19

FORM 321 MULT

LIBER 153 PAGE 382

Parcel No. 78 Recorded 24th day of Dec A.D. 1956 at 10:44 o'clock A.M. Liber 153 Page 382

RIGHT OF WAY

James W. Cass Register of Deeds

L. H. Liebeck, also known as Louis H. Liebeck, and Anna C. Liebeck, also known as Anna Liebeck, his wife, and in her own right; first parties... 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 situate in the Village of Mackinaw City, Emmet County of Michigan, and State of Michigan, to-wit: All that part of the Northeast one-quarter (1/4) of Section fourteen (14), Township thirty-nine (39) North, Range four (4) West, lying Westerly of the East line of McGulpin's Private Claim #335.

The route to be taken by said lines of towers, poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route on, over and across said above described land, along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 200 feet East of the East, North and South eighth line of Section 14, Township 39 North, Range 4 West, at a point not more than 500 feet nor less than 300 feet South of the East and West quarter line of said Section, running thence Northwesterly to a point not more than 10 feet West of the North and South quarter line of said Section at a point not more than 300 feet nor less than 600 feet North of the East and West quarter line of said Section, thence Northerly to the North line of said Section at a point not more than 10 feet West of the North and South quarter line of said Section.

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 towers, 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 seals of the parties of the first part, this 19th day of October, 1956.

Signed, Sealed and Delivered in Presence of

Odessa M. Miller, James F. Miller

L. H. Liebeck, Mrs. L. H. Liebeck, Anna C. Liebeck (L.S.)

STATE OF MICHIGAN) On this 19th day of October 1956 before me, a Notary Public of Cheboygan County, Michigan, acting in Emmet County, personally appeared

L. H. Liebeck and Anna C. Liebeck,

to me known to be the same person as 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 Co., Mich. My commission expires May 21, 1957.

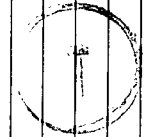
MICHIGAN STATE COUNTY TOWNSHIP Village of Mackinaw City 14 T39N R4W McGulpins Private Claim 335 SECTION TOWN RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol LR4, Exhibit 85a- Working Papers) and date Dec 1957.

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MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16026 Sheet of Sheets
Plan & Profile No. PP16026 Sheet 16 of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers Yes _____
6. Other Documents _____