

13 (38)

TITLE DATA

CONSUMERS POWER COMPANY

408-D85-25

Lenomill, Inc.

TRACT 18

Easement 8/14/68 6/19/69 130 578

ACCOUNT NO.

MAP //

GAYLORD-LIVINGSTON 138 KV Parcel #5

Form 317 6-68

130 578

Recorded 19th day of June A.D. 1969 at 9:00 o'clock A.M. Liber 130 Page 578

RIGHT OF WAY

Thaddeus W. Wirtz, Jr. Register of Deeds

MICHIGAN Otsego Livingston STATE COUNTY TOWNSHIP MUNICIPALITY SECTION TOWN RANGE 31 & 32 T31N R3W

PLAT OR AREA

Lenomill Inc., a Michigan corporation, 2924 Carrollton Road, Saginaw, Michigan Grantor, in consideration of One and no/100 Dollars (\$ 1.00 ) to it paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 W. Michigan Ave., Jackson, Michigan. Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, 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 land, including all public highways upon or adjacent to said land, which land is situate in the Township of Livingston, County of Otsego, and State of Michigan, to-wit:

All that part of the Boyne City, Gaylord and Alpena Railroad right of way lying in the Southeast 1/4 of Section 31 and the Southwest 1/4 of Section 32, all in Township 31 North, Range 3 West.

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:

The center line of said route being Northerly of and along and not more than 1665 ft. nor less than 1565 ft. from the South line of Section 31 and the South line of Section 32, all in Township 31 North, Range 3 West.

Together with the full right and authority to Grantee, 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 and conduits and such 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 Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. Grantor agrees that no buildings or other structures will be placed under or over said facilities or within such proximity thereto as to interfere with or threaten to interfere with the construction, operation or maintenance of said facilities. It is expressly understood that non-use or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein authorized.

Where applicable, pronouns and relative words used herein shall be read as plural, masculine or feminine. Second party to pay first party for any damage to crops in erecting and maintaining said line of towers, poles and wires.

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 14th day of August, 1968.

WITNESSES:

Mabel E. Shivley Mabel E. Shivley Floyd V. Wagner

LENOMILL, INC. By: John H. Langschwager Vice President Attest: F. P. Langschwager, Jr. Secretary

STATE OF MICHIGAN County of Saginaw

On this 14th day of August 1968, before me, a Notary Public in and for Otsego County, personally appeared John H. Langschwager, to me personally known, who being by me duly sworn, did say that he is Vice President of Lenomill, Inc. the corporation named in and which executed the within instrument and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said John H. Langschwager acknowledged said instrument to be the free act and deed of said corporation.

Floyd V. Wagner Notary Public, Otsego Co., Mich. My commission expires April 15, 1972

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Rows are empty.

MAILED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-17144 Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ 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 \_\_\_\_\_
6. Other Documents \_\_\_\_\_