

TITLE DATA

CONSUMERS POWER COMPANY 16

235-D103-1
(SEE BELOW)

United States Steel Corporation

TRACT

Easement 6-3-58 12-31-58 141 561
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100 110-340 000

MAP 13 & 14

712422

4550707

United States Steel Corporation, a New Jersey Corporation, authorized to do business in the State of Michigan, having a place of business at 2650 Guardian Building, Detroit 26, Michigan, first party, in consideration of One Dollar (\$1.00) to it paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Avenue, Jackson, Michigan, second party, receipt of which is hereby acknowledged, Conveys and Warrants to the second party, its successors and assigns, Forever, unless terminated as hereinafter provided, the easement and right to erect, lay and maintain one line consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity on, over, under and across the following described parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Townships of Krakow and Pulawski, County of Presque Isle and State of Michigan, to-wit:

The South one-half (1/2) of Section 13; the South one-half (1/2) of Section 14; the Southeast one-quarter (1/4) of Section 15; the South one-half (1/2) of the Southwest one-quarter (1/4) of Section 15; the Southeast one-quarter (1/4) of Section 16; the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 17; the Southwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section 17; and the South one-half (1/2) of Section 18, being all in Township 34 North, Range 7 East; also the South one-half (1/2) of the Southeast one-quarter (1/4) of Section 14, Township 34 North, Range 6 East. Subject to the rights of the public in the existing highways.

The route to be taken by said line of poles, wires, cables and conduits across, over and under a strip of land 90 feet wide across the premises above described, being 45 feet on each side of a center line, which said center line is more specifically described as follows:

Beginning on the East line of Section 13, Township 34 North, Range 7 East, at a point approximately 83 feet North of the South line of said Section, running thence Northwesterly to a point approximately 90 feet West of the East line of said Section 13 at a point approximately 230 feet North of the South line of said Section, running thence Northwesterly to a point approximately 606 feet West of the East line of Section 14 of said Township at a point approximately 121 feet South of the East and West quarter line of said Section, running thence Westerly to a point approximately 300 feet East of the West line of said Section 14 at a point approximately 216 feet South of the East and West quarter line of said Section, running thence Southwesterly to a point approximately 667 feet East of the North and South quarter line of Section 15 of said Township at a point approximately 582 feet North of the South line of said Section, running thence Southwesterly to a point approximately 210 feet East of the West line of said Section 15 at a point approximately 330 feet North of the South line of said Section, running thence Westerly to the West line of Section 18 of said Township at a point approximately 337 feet North of the South line of said Section 18; Also, beginning on the East line of said Section 14, Township 34 North, Range 6 East, at a point approximately 336 feet North of the South line of said Section, running thence Westerly to a point approximately 16 feet East of the North and South quarter line of said Section 14 at a point approximately 577 feet North of the South line of said Section, running thence Westerly to the North and South quarter line of said Section 14 at a point approximately 580 feet North of the South line of said Section.

It is understood and agreed in the event said electric line is abandoned, by failure

40 YR APPT.
RECORDED 12/31/58
H.R.

Recorded Dec. 31, 1958
at 2 O'clock P.M. Liber Page

Paul S. Jank Reg. of Deeds

LIBER 141 PAGE 561

235-D103-1	Sec. 13	T 34 N, R 7 E	Krakow Twp.
235-D103-1	Sec. 14	T 34 N, R 7 E	Krakow Twp.
235-D103-1	Sec. 15	T 34 N, R 7 E	Krakow Twp.
235-D103-1	Sec. 16	T 34 N, R 7 E	Krakow Twp.
235-D103-1	Sec. 17	T 34 N, R 7 E	Krakow Twp.
235-D103-1	Sec. 18	T 34 N, R 7 E	Krakow Twp.
235-D103-1	Sec. 14	T 34 N, R 6 E	Pulawski Twp.

MAPPED AND CHECKED

		MICHIGAN	Presque Isle	13-	134N	Pulawski	R7E
		STATE	COUNTY	SECTION	TOWNSHIP	TOWN	RANGE
		MUNICIPALITY					
		PLAT OR AREA					
BALANCE							
TRANSFERS							
AMOUNT							
ITEMS OF COST							
JOURNAL ENTRY							
DATE							

Original Cost (See Vol. 1038-1 Working Papers)

Dec 1958

581

\$ 441.06

\$ 441.06

142 1/4

LIBER 141 PAGE 562

222-10

2.

3.

to use same for regular and continuous transmission of power for a period of two (2) years, after same has been first erected and energized, then and in that event, the rights herein granted are to terminate and upon written request of first party, its successors or assigns, second party, its successors or assigns, will execute and deliver to first party, its successors or assigns, an instrument of release in recordable form evidencing such termination of the grant herein made.

It is further understood and agreed in the event the said electric line shall interfere with the quarrying or removal of the limestone on the premises of said first party, said second party will, at its own expense, relocate said electric line on the premises of said first party at a location to be mutually agreed upon between the parties hereto, and the new right-of-way shall be furnished at no cost or expense to said second party.

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, patrolling and maintaining such cables, conduits and poles and other supports, with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and to trim, remove, destroy or otherwise control any trees and brush now or hereafter growing, within the limits of the 90 foot strip of land hereinbefore described, 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 line. 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.

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.

IN WITNESS WHEREOF, the said parties have caused these presents to be signed by their duly authorized officers and their corporate seals to be hereunto affixed, this 3rd day of June, 1958.

Signed, Sealed and Delivered in Presence of.

T. C. Jackson

Raymond W. Long

UNITED STATES STEEL CORPORATION

By C. F. Beukema (L.S.) President, Michigan Limestone Division

Attest: Henry R. Baltzeyer (L.S.) Secretary

E. J. O'Connor

Lucille M. Darling

CONSUMERS POWER COMPANY

By H. R. Wall (L.S.) Vice President

Attest: W. R. Boris (L.S.) Secretary

APV'D AS TO FORM

STATE OF MICHIGAN } County of Wayne } ss.

On this 3rd day of June, 1958, before me, a Notary Public in and for Wayne County, acting in Wayne County, personally appeared, C. F. Beukema, to me personally known, who being by me duly sworn, did say that he is President of Michigan Limestone Division, of the United States Steel Corporation, 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 C. F. Beukema acknowledged said instrument to be the free act and deed of said corporation.

Karl A. Rieger Notary Public, Wayne County, Michigan

My commission expires February 17, 1959

Karl A. Rieger Wayne County, Mich.

STATE OF MICHIGAN } County of Jackson } ss.

On this 23rd day of May, A.D., 1958, before me, a Notary Public in and for said County, personally appeared, H. R. Wall, to me personally known, who, being by me duly sworn, did say that he is 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 H. R. Wall acknowledged said instrument to be the free act and deed of said corporation.

Lucille M. Darling Notary Public, Jackson County, Michigan

My commission expires January 21, 1961

LIBER 141 PAGE 563

0150
577
1977-78