

## TITLE DATA

STATE

COUNTY

TOWNSHIP

Northern Michigan Limestone Corporation

2

T33N

R8E

TRACT 1-E169-2

NAME OF GRANTOR

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

7

Easement

14-24-58

17-18-58

140

420

PLAT OR AREA

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

## ROCKPORT SUBSTATION

Parcel No. 2 &amp; 5

NORTHERN MICHIGAN LIMESTONE CORPORATION, a corporation, and PRESQUE ISLE CORPORATION, a corporation, 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 West Michigan Avenue, Jackson, Michigan, second party, receipt of which is hereby acknowledged, CONVEY 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 and the easement and right to erect and maintain substations or substation structures consisting of transformers, switches, wires, fences, with all the other necessary appliances for the purpose of transmitting and distributing electricity and/or conducting a communication business 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 Township of Presque Isle, County of Presque Isle and State of Michigan, to-wit:

Government Lot Number one (1) of Section two (2), Township thirty-three (33) North, Range eight (8) East; Government Lots Numbered three (3) and four (4) of Section thirty-five (35); the Northwest one-quarter ( $\frac{1}{4}$ ) of the Southeast one-quarter ( $\frac{1}{4}$ ) of Section thirty-five (35); and the Northwest one-quarter ( $\frac{1}{4}$ ) of the Northeast one-quarter ( $\frac{1}{4}$ ) of Section thirty-four (34), being in Township thirty-four (34) North, Range eight (8) East.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate one 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 approximately 4402 feet East and approximately 902 feet South of the Northwest corner of Section 2, Township 33 North, Range 8 East, running thence North 86° 57' East approximately 588 feet to a point, thence North 23° 43' West approximately 870 feet to a point, thence North 12° 57' East approximately 782 feet to a point, thence North 21° 33' West approximately 729 feet to a point, thence North 42° 14' West approximately 2721 feet to the North and South quarter line of Section 35, Township 34 North, Range 8 East; and may locate one route South of and along and not more than 100 feet from the North line of the Northwest one-quarter ( $\frac{1}{4}$ ) of the Northeast one-quarter ( $\frac{1}{4}$ ) of Section 34, Township 34 North, Range 8 East.

The location of the substation site on said land being more specifically described as follows:

A parcel of land in the Northeast one-quarter ( $\frac{1}{4}$ ) of the Northeast one-quarter ( $\frac{1}{4}$ ) of Section two (2), Township thirty-three (33) North, Range eight (8) East, described as beginning at a point four thousand four hundred twenty-two and eighteen hundredths (4422.18) feet East and eight hundred fifty-nine and seventeen hundredths (859.17) feet South of the Northwest corner of said Section, thence West parallel with the North line of said Section one hundred fourteen (114) feet to a point, thence South

thirty-nine (39) feet to a point, thence East parallel with the North line of said Section fifty-six (56) feet to a point, thence South seventy-three (73) feet to a point, thence East fifty-eight (58) feet to a point, thence North one hundred twelve (112) feet to the place of beginning.

It is understood and agreed that said second party will maintain its lines of wires at an elevation of not less than 40 feet above the surface of the ground over the dock site and the dock site roadway as now located and constructed on said lands.

It is further understood and agreed that in the event of any future construction or development on said lands, said second party will, at the expense of said first parties, elevate or relocate its lines of poles and wires on said lands to accommodate said construction or development.

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 said substation and substation structures and equipment and 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 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.

Northern Michigan Limestone Corporation hereby agrees to Warrant and Defend the title to the easement herein conveyed, and Presque Isle Corporation here joins in said easement and Quitclaims all its interest in and to said easement insofar as its interest may appear.

TRACT SPLIT FOR TWO ACCOUNTS. SEE 226-D103-2 FOR LINE.

MPED  
ND  
CKED