

Recorded Nov 3, 1958
11:00 clock A.M. Lib. Registrar

266-D103-2

Paul H. Jank

Parcel Nos. 60 & 61

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 West 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 lines consisting of poles, wires, cables, conduits, and other fixtures and appurtenances, with all the other necessary appliances for the purpose of transmitting and distributing electricity 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 Township of Rogers, County of Presque Isle and State of Michigan, to-wit:

That part of the Southeast one-quarter ($\frac{1}{4}$) of Section twenty-three (23), Township thirty-five (35) North, Range five (5) East, lying Southerly of the Detroit and Mackinac Railroad right of way.

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

Beginning on the North and South quarter line of Section 23, Township 35 North, Range 5 East, at a point approximately 271 feet South of the East and West quarter line of said section, running thence South 57° 41' East approximately 366.4 feet to a point on the substation site hereinafter described; also beginning on the North and South quarter line of said Section 23, at a point approximately 346.43 feet South of the East and West quarter line of said Section, running thence South 63° 41' East 333.23 feet to a point on the substation site hereinafter described; also beginning at a point approximately 554.61 feet South of the East and West quarter line of said Section 23, at a point approximately 376.71 feet East of the North and South quarter line of said Section on the substation site hereinafter described, running thence South 51° 53' East approximately 163 feet to a point; thence South 9° 53' West approximately 79 feet to a point; thence South 40° 43' East approximately 509 feet to a point, thence South 61° 13' East approximately 1863 feet to a point; thence North 15° 37' East approximately 700 feet to a point; thence North 67° 59' East to the Southerly line of the Detroit and Mackinac Railroad right of way.

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It is further understood and agreed in the event the said electric lines 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 lines 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.

Also conveying and granting to second party, its successors and assigns, Forever, the easement and right to construct, erect, maintain and operate an electric substation and/or substation structures, consisting of transformers, switches,

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wires, cables, conduits, and other necessary equipment used or usable in connection therewith and appurtenant thereto, for the purpose of transforming, switching, transmitting, and otherwise controlling electrical energy upon a parcel of land more particularly described as follows:

A parcel of land in the Southeast one-quarter ($\frac{1}{4}$) of Section twenty-three (23), Township thirty-five (35) North, Range five (5) East, described as follows: To find the place of beginning, commence at the center of Section twenty-three (23), running thence South on the North and South quarter line of said Section fifty-two and nine tenths (52.9) feet to the center line of the D & M Railroad right of way, running thence South forty-eight degrees forty-eight minutes East (S 48° 48' E) three hundred three and two tenths (303.2) feet, thence South fifty-three degrees fifteen minutes East (S 53° 15' E) one hundred forty-eight and thirty-three hundredths (148.33) feet, thence South thirty-two degrees thirty-six minutes thirty seconds West (S 32° 36' 30" W) fifty and ninety-seven hundredths (50.97) feet to the place of beginning, running thence South fifty-seven degrees twenty-three minutes thirty seconds East (S 57° 23' 30" E) two hundred twenty-one (221) feet, thence South thirty-two degrees thirty-six minutes thirty seconds West (S 32° 36' 30" W) one hundred forty-one (141) feet, thence North fifty-seven degrees twenty-three minutes thirty seconds West (N 57° 23' 30" W) two hundred twenty-one (221) feet, thence North thirty-two degrees thirty-six minutes thirty seconds East (N 32° 36' 30" E) one hundred forty-one (141) feet to the place of beginning.

It is understood and agreed that in the event said electric lines and substation are abandoned, by failure 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.

Also conveying the 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 said electric lines, substation and substation structures and equipment, and 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 and control 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 strips of land hereinbefore described, or on said substation site or in the immediate proximity thereto, 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 and said substation structures. 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.

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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 21st day of August 1958.

Signed, Sealed, and Delivered in Presence of

UNITED STATES STEEL CORPORATION

Thomas C. Jackson
Thomas C. Jackson

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

Raymond W. Long
Raymond W. Long

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

E. J. O'Connor
E. J. O'Connor

James H. Campbell (L.S.)
James H. Campbell
Vice President

Lucille M. Darling
Lucille M. Darling

Attest W. R. Boris (L.S.)
W. R. Boris
SECRETARY

STATE OF MICHIGAN)
County of Wayne) SS.

On this 21st day of August 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.

Grace E. Potts
Grace E. Potts
Notary Public Wayne County, Michigan

My commission expires _____

GRACE E. POTTS
Notary Public, Wayne County, Michigan
My Commission Expires April 30, 1962

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STATE OF MICHIGAN)
County of Jackson) ss.

On this 3rd day of September A.D., 1958, 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 Senior 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.

Edward J. O'Connor
Edward J. O'Connor
Notary Public, Jackson County, Michigan

My commission expires Nov. 21, 1959