

RECORDED 5-13- 1964 in Liber 170, on Page 254, Mackinac County
Register of Deeds Office W C _____ Tax District _____
Secretary's File # _____ Location _____

RIGHT OF WAY AGREEMENT

City } of Clark
Township }
Date May 12, 1964 County of Mackinac, Michigan

In consideration of the sum of One (\$1.00) Dollar and other valuable consideration, receipt of which is hereby acknowledged, we hereby grant permission to Edison Sault Electric Company, its successors, assigns, lessees, licensees and agents, to enter upon the land hereinafter described and there to construct and maintain, including replacement, new construction and line extensions, during its corporate life its lines and cables for light and power, for transmission and distribution, including the necessary fixtures, wires and equipment as they from time to time may require, also including the right to trim or cut any trees along said lines that might, in the opinion of said Edison Sault Electric Company, its successors, assigns, lessees, licensees, and agents, in any way interfere with or be hazardous to the construction, operation or maintenance of said lines, or to kill or prevent the growth of such trees or brush by spraying with a herbicide.

Description of Property:

The electric line shall have a uniform width of 30 feet, 15 feet on each side of the following described centerline, to wit: Commencing at the northwest corner of Government Lot 6, Section 1, Town 41 North, Range 1 West, Clark Township, Mackinac County; Thence S 87 degrees 30' E along the North line of said Government Lot 6, a distance of 340 feet; Thence S. 2 degrees W. 424.4 feet to the point from whence this description begins to measure. Thence S 68 degrees 15' E 15 feet; Thence S 2 degrees 30' W 243.5 feet to the shore of Lake Huron; Thence N 2 degrees 30' E 243.5 feet; Thence S 68 degrees 15' E 768.3 feet; Thence N 17 degrees E 687.5 feet, more or less, to a point of intersection with Edison Sault Electric Company's existing electric distribution line running along Pleasant Avenue in Government Lot 6, Section 1, Town 41 North, Range 1 West, Clark Township, Mackinac County, Michigan.

Prepared By: John Graham, Edison Sault Electric Company

Grantors Address: Cedarville Michigan

Interest of the undersigned: fee owners

Who else has any interest in this property: _____

Nature of other interest: _____

Dated: _____

WITNESSES:

Clayton T. Bennett
CLAYTON T. BENNETT
John D. Graham
JOHN D. GRAHAM

Conrad H. Shoberg
CONRAD H. SHOBERG
Helen C. Shoberg
HELEN C. SHOBERG, his wife

STATE OF MICHIGAN }
County of Mackinac } SS

On this 12th day of May A.D., 19 64, before me the undersigned, a notary public in and for said county, personally appeared Conrad H. & Helen C. Shoberg, husband and wife known to me to be the person s who executed the foregoing instrument and acknowledged the same to be Their free act and deed.

Notary Public Chippewa County, Michigan
Acting in Mackinac County
My Commission expires March 22, 1966

John D. Graham
JOHN D. GRAHAM

STATE OF MICHIGAN }
County of _____ } SS

On this _____ day of _____ A.D., 19 _____, before me the undersigned, a notary public in and for said county, personally appeared _____ known to me to be the person who executed the foregoing instrument and acknowledged the same to be _____ free act and deed.

Notary Public _____ County, Michigan
My Commission expires _____

LIBER 170 PAGE 254

12-8-65

FORM 251 (Rev. 1961) M-22-21-65-1000

RECORDED 12-8- 19 65 in Liber 177 on Page 59 Mackinac County

Register of Deeds Office W.C. _____ Tax District _____

Secretary's File # _____ Location _____

RIGHT OF WAY AGREEMENT

Clark Township } of Clark

Date December 1, 19 65 County of Mackinac, Michigan

In consideration of the sum of One (\$1.00) Dollar and other valuable consideration, receipt of which is hereby acknowledged, WE hereby grant permission to Edison Sault Electric Company, its successors, assigns, lessees, licensees and agents, to enter upon the land hereinafter described and there to construct and maintain, including replacement, new construction and line extensions, during its corporate life its lines and cables for light and power, for transmission and distribution, including the necessary fixtures, wires and equipment as they from time to time may require, also including the right to trim or cut any trees along said lines that might, in the opinion of said Edison Sault Electric Company, its successors, assigns, lessees, licensees, and agents, in any way interfere with or be hazardous to the construction, operation or maintenance of said lines, or to kill or prevent the growth of such trees or brush by spraying with a herbicide.

Description of Property:

The electric line shall have a uniform width of 30 feet, 15 feet on each side of the following described centerline, to wit: Commencing at the northwest corner of Government Lot 6, Section 1, Town 41 North, Range 1 West, Clark Township, Mackinac County; Thence S 87 degrees 30' E along the North line of said Government Lot 6, a distance of 340 feet; Thence S 2 degrees 30 minutes W. 424.4 feet, Thence S 68 degrees 15' E 783.3 feet to the point from where this description begins to measure; Thence S 17 degrees W. 275 feet, more or less, to the shore of Lake Huron. All in Government Lot 6, Section 1, Town 41 North, Range 1 West, Clark Township, Mackinac County, Michigan.

Prepared By: John Graham, Edison Sault Electric Company

Grantors Address: Cedarville, Michigan

Interest of the undersigned: fee owners

Who else has any interest in this property: _____

Nature of other interest: _____

Dated: _____

WITNESSES:

John D. Graham Conrad H. Shoberg
JOHN D. GRAHAM CONRAD H. SHOBERG

Linda Hoath Helen C. Shoberg
LINDA HOATH HELEN C. SHOBERG, his wife

STATE OF MICHIGAN } SS
County of Mackinac

On this 1st day of December A.D. 19 65, before me the undersigned, a notary public in and for said county, personally appeared Conrad H. & Helen C. Shoberg, husband and wife known to me to be the person s who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Notary Public Chippewa County, Michigan John D. Graham
Acting in Mackinac County JOHN D. GRAHAM

My Commission expires March 22, 1966

STATE OF MICHIGAN } SS
County of _____

On this _____ day of _____ A.D. 19 _____, before me the undersigned, a notary public in and for said county, personally appeared _____ known to me to be the person who executed the foregoing instrument and acknowledged the same to be

RECORDED IN DEEDS

895 (Rev. 1962)

WARRANTY DEED - TO TENANTS BY THE ENTIRETY - SHORT
(PHOTO COPY FORM) - DORLAND, 1965, & CO., KALAMAZOO, MICH.

SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

191/156

R. 11/13/68

This Indenture, made September 9, 1968
BETWEEN Conrad H. Shoberg and Helen C. Shoberg, his wife,
of Cedarville, Michigan, parties

and Robert A. Zimmerman and Marjorie W. Zimmerman
husband and wife, as tenants by the entirety of the second part,
whose address is 1227 Ridge Cliff Road, Cincinnati, Ohio 45215

Witnesseth, That the said party of the first part, for and in consideration of Three Thousand and no/100 Dollars
(\$3,000.00)

to him in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents
grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, their assigns, the survivor of them, his or her heirs
and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Clark
County of Mackinac and State of Michigan, and described as follows, to-wit:

Comm. at an iron located on the shore of Lake Huron as the SE corner of
Gov't Lot 7, Sec 1, T 41 N, R 1 W, Clark Township, Michigan; thence W 306
ft; thence N 40° W 420.34 ft to an iron; thence E 515.76 ft to an iron on
the shore of Lake Huron as the POB; thence W 515.76 ft to an iron; thence
N 8° 31' W 405.49 ft to an iron; thence N 13° 30' E 130 ft to an iron;
thence S 73° 09' E 100 ft to an iron on the shore of Lake Huron;
thence SE'ly along the shoreline to the POB.

Restrictions

1. This above described property to be used for residential purposes only.
2. No used buildings, or house trailers, shall be placed on the above described property.
3. No buildings, or docks, shall be located closer than 25 feet from lot side lines.
4. Modern plumbing shall be installed in any dwelling to meet the existing sanitation code of the State of Michigan.
5. Garbage and cans, bottles included, will be taken to the township dump and not left on the property.

Together with all and singular the hereditaments and appurtenances thereto in anywise appertaining, To Have and to hold unto the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, FOREVER. And the said party of the first part, for his heirs, executors and administrators, does covenant, grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, that at the time of the making and delivery of these presents he is well seized of the above granted premises in fee simple, that they are free from all taxes, liens and encumbrances, and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims and demands whatsoever.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand this day and year first above written.

Signed and Delivered in Presence of

Marilyn J. Bickham
James F. Droskie

Conrad H. Shoberg
Helen C. Shoberg

STATE OF MICHIGAN, } ss.

COUNTY OF Mackinac

Date Nov. 12, 1968

James S. Sell
Mackinac County Treasurer

On Before me, a Notary Public, in and for said County, personally appeared

Conrad H. Shoberg and Helen C. Shoberg
to me known to be the same persons described in and who executed the within instrument, who
acknowledged the same to be their free act and deed

3. Prentiss M. Brown, Jr.
Attorney at Law
First National Bank Building
St. Ignace, Michigan 49781

My commission expires

Oct. 5, 1971



Edison Sault Electric

DIANE FRANKOVICH 2P
MACKINAC COUNTY REG. OF DEEDS
Page 1 of 2 GR 659/395
OFF Date 10/30/2007 Time 15:24:16
RECORDING FEE: 17.00

LIBER 659 PAGE 395

RIGHT-OF-WAY EASEMENT
FOR UNDERGROUND POWERLINE

Township of: **Clark**

County of: **Mackinac**

In consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged,

Donald F. and Kimba K. Root, husband and wife
4190 E. Baker Rd.
Hisperia, Mi. 49421

the undersigned owners/s hereby grant permission to EDISON SAULT ELECTRIC COMPANY, a Michigan Corporation, 725 E. Portage Ave., Sault Ste. Marie, Michigan 49783, its successors, assigns, lessees, licensees and agents, to enter upon the land hereinafter described and there to construct, and maintain, including replacement, during its corporate life its lines and cables for light and power, and also including the right to trim or cut trees along said lines that in anyway interfere with or be hazardous to the construction, operation or maintenance of said lines.

EASEMENT: A 6 foot wide strip of land, commencing at Near the SW property corner of the grantor's parcel, located approximately 490 feet west of the shore of Musky Bay, and near the south property line of grantor's property, proceeding in a northerly direction approximately 858 feet, centered in a right-of-way cleared by the grantor.

Grantor's Property:

In the Township of Clark, Mackinac County, Michigan, Commencing at the Northeast corner of Government Lot 7, Section 1, Town 41 North, Range 1 West; thence along the East line of said Government Lot 7 South 519.41 feet to an iron stake on the shore of Muscallonge Bay; thence along said bay North 86 degrees 36' West 339.7 feet to an iron stake; thence leaving said shore N73 degrees 09' West 200 feet, being the point of beginning of this description; thence parallel with the East line of said government lot South 408.09 feet; thence parallel with the North line of said government lot East 492.7 feet to the shore of Muscallonge Bay; thence Northwestersly, Northerly, Easterly and Southeasterly along said shore to its intersection with the East line of said government lot; thence along the East line of said government lot North 519.41 feet to the Northeast corner of said government lot; thence along the North line of said government lot West to a point North of the point of beginning; thence parallel with the East line of said government lot South to the point of beginning; being a part of Government Lot 7, Section 1, Town 41 North, Range 1 East.

Page 2 EASEMENT Root
To: Edison Sault Electric Company

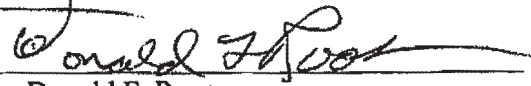
LIBER 659 PAGE 396

The undersigned agree that all poles, wires, cables and other facilities on the grantor's land by the Edison Sault Electric Company shall remain the property of Edison Sault Electric Company and that these facilities are not exclusive to providing electric service to the grantor.

The undersigned further agree that the cost to relocate facilities installed on the grantor's land under this agreement shall be paid by the grantor when such relocation is at their request or due to acts or action of the grantor.

Who else has an interest in the land: _____

GRANTOR:



Donald F. Root



Kimba K. Root

STATE OF: Michigan)

County of: Oceana) SS

On this 26th day of September 2007, before me the undersigned, a notary public in and for said county, personally appeared, Donald F Root and Kimba K Root

known to me to be the person who executed the foregoing instrument and acknowledged the same to be _____ free act and deed.

Notary Public of: Oceana, County, State of: Michigan

My commission expires: 4-29-2011 NOTARY: Marsha Mangels
(signature)

Prepared By: John W. Sawruk / Edison Sault Electric Company

When recorded, return to: Edison Sault Electric Company, 725 E. Portage Ave.
Sault Ste. Marie, MI 49783

MARSHA J. MANGELS, Notary Public
Oceana County, State of Michigan
My Commission Expires 4-29-2011
Acting in Oceana County