

RIGHT OF WAY

LIBER 111 PAGE 294Recorded 1st day of June
A.D. 1950 at 2 o'clock P.M.Fred H. Haig
Register of Deeds

Lewis Hoyt, a single man; Lulu Hoyt Kohn,
first part ies, 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 W. Michigan,
Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the
second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines con-
sisting of ~~wires~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-
mitting and distributing electricity and/or conducting a communication business 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 City of Rose City County of Ogemaw
and State of Michigan, to-wit:

Southeast one-quarter($\frac{1}{4}$) of Northeast one-quarter($\frac{1}{4}$) of Section 6 in Township
23 North, Range 3 East,

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

Second party may locate said route North of and along and not more than seventy-five(75) feet
from the center line of the highway on the South side of the above described land; also convey-
ing the right to erect and maintain lines of wires leading laterally from said route to the
South line of said land.

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 such cables, conduits and ~~wires~~ poles and other
supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and support-
ing and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy
and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere
with the maintenance of such 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 ex-
pressly 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 first party for any damage to crops in erecting and maintaining said lines
of poles and wires.

WITNESS the hand s. and seals of the parties of the first part, this 4th day
of October, 1949.

Signed, Sealed and Delivered in Presence of

Allen R. Rogers
Allen R. Rogers
Fred J. Kaye
Fred J. Kaye

Lewis Hoyt (L.S.)
Lulu Hoyt Kohn (L.S.)
Lulu Hoyt Kohn (L.S.)
(L.S.)

STATE OF MICHIGAN)
) ss.
County of Ogemaw

On this 4th day of October, 1949,
before me, a Notary Public of Bay County,
Michigan, acting in Ogemaw County, personally appeared

Lewis Hoyt and Lulu Hoyt Kohn

to me known to be the same person s. named in and who executed the foregoing instrument, and severally acknowl-
edged the execution of the same to be their free act and deed.

My commission expires Sept. 25, 1951

Fred John Kaye
Notary Public,

Bay

Co., Mich.

RELEASE OF RIGHT-OF-WAY

Register of Deeds - Ogemaw County

For and in consideration of the sum of One (\$ 1.00) Dollars to us in hand paid by the City of Rose City, Ogemaw County, Michigan, hereinafter called the "City", the receipt and sufficiency whereof is hereby acknowledged, we do hereby, for ourselves, heirs, executors, administrators, successors and assigns, convey and release to the City, an easement for highway and drainage purposes in, over and upon the following described parcel of land, to wit:

The North 7 feet of the South 40.0 feet of the following described parcel:

Commencing at the Southeast corner of Southeast 1/4 of Northeast 1/4; thence North 88°11'30" West 591.8 feet; North 1°43'40" East 433 feet; South 88°11'30" East 593.8 feet; South 2° West 433 feet to Point of Beginning; in Section 6, Town 23 North, Range 3 East, City of Rose City, Michigan.

This conveyance includes a release of any and all claims to damage arising from or incidental to the placing of utilities under permit of the City, altering, widening or improving of the highway and drainage and location thereof in, over and upon the land hereby granted.

This conveyance also includes the consent of the grantors to the removal of such trees, shrubs and vegetation as may be necessary in the construction and maintenance of the highway and drainage, further notice of such removal being hereby expressly waived, it being understood and agreed that all desirable trees, shrubs, and vegetation which do not interfere with the construction, maintenance or use of the highway and drainage are to be preserved and shall not be removed or disturbed; it being further understood and agreed that all timber, logs and parts of trees suitable for firewood, resulting from the removal of any trees shall be reserved for the grantor.

The grantors also agree that they will not place any permanent structures or improvements of any kind on the land hereby granted, and that any vegetation they may plant will be such that it grows close to the ground and otherwise does not interfere with the use of the highway and drainage.

IN WITNESS WHEREOF, we have hereunto set out hands and seals this 18th day of January, A.D., 1977.

In presence of:

J. R. Michaelson
Witness J. R. Michaelson

Sue DeLauter
Witness Sue DeLauter

ELTRA CORPORATION

F. M. Wistert (L.S.)
Owner By: F. M. Wistert, Vice President

Jack A. Green (L.S.)
Attest: Jack A. Green
Owner By: Jack A. Green

STATE OF OHIO }
COUNTY OF LUCAS } SS

The foregoing instrument was acknowledged before me this 18th day of January, A.D., 1977, by F.M. Wistert, Vice President and Jack A. Green of Eltra Corporation, a New York Corporation, on behalf of the Corporation.

My Commission Expires: January 12, 1981

Hazel O. Dietrich
Notary Public

Prepared By: Edmands Engineering, Inc.
1501 W. Thomas Street
Bay City, Michigan 48706

HAZEL O. DIETRICH
Notary Public, Lucas County, Ohio
My Commission Expires Jan. 12, 1981

RECORDED SEP 17 1976 AT 1:00 P.M.
LIBER 249 of Deeds PAGE 684

Made this 5th day of May, 1976
BETWEEN (Name) ELTRA CORPORATION
(Address) 2 Pennsylvania Plaza, New York, N.Y. 10001

First Parties, and the City of Rose City, Michigan, Second Party;

WITNESSETH, that First Parties, in consideration of the City of Rose City agreeing to maintain and keep in good repair the waterline hereinafter referred to located on the property described below, do by these presents grant and convey to the City of Rose City, its successors and assigns, FOREVER, a right-of-way and easement as follows, to-wit:

The North 10 feet and the West 20 feet of the North 120 feet of the following described parcel:

Beginning at the East 1/4 corner of Section 6, Town 23 North, Range 3 East, City of Rose City, Michigan; thence North 88°11'30" West 591.8 feet along the East-West 1/4 line; thence North 1°43'40" East 433 feet; thence South 88°11'30" East 593.8 feet; thence South 2° West 433 feet along the East Section line to the Point of Beginning.

for the purpose of locating, constructing, installing, repairing and maintaining a waterline and installation of taps thereto, together with the full right and authority on the part of said Second Party, its successors, licensees, assigns, agents and employees to enter at all times upon said premises for the purpose of installation of taps and constructing, repairing, removing, replacing, improving, enlarging and maintaining said waterline; First Parties hereby agree that no buildings or structures shall be placed over said waterline. This conveyance includes a release of any and all claims to damages arising from or incidental to the altering of said waterline and relocation thereof across the parcel hereby granted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Doris Whatley
Doris Whatley
Edward J. Bocik
Edward J. Bocik
STATE OF OHIO)
COUNTY OF LUCAS) ss

ELTRA CORPORATION
F. M. Wistert
By: F. M. Wistert, Vice President
Attest: Jack A. Green
By: Jack A. Green

On this 5th day of May, 1976, before me, a notary, president public in and for said County, personally appeared F. M. Wistert, Vice and Jack A. Green, owner, to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed, on behalf of Eltra Corporation

Hazel O. Dietrich
Notary Public, Lucas County, Ohio
My Commission Expires: January 12, 1981

Prepared By: Edmands Engineering, Inc.
1501 W. Thomas, Bay City, Michigan

RELEASE OF RIGHT-OF-WAY

Stella M. Crum
Register of Deeds - Ogemaw County

For and in consideration of the sum of One
(\$1.00) Dollars to us in hand paid by the City of Rose City, Ogemaw
County, Michigan, hereinafter called the "City", the receipt and sufficiency
whereof is hereby acknowledged, we do hereby, for ourselves, heirs, executors,
administrators, successors and assigns, convey and release to the City, an
easement for highway and drainage purposes in, over and upon the following
described parcel of land, to wit:

The South 7 feet of the following described parcel:

Commencing at the Southeast corner of Southeast 1/4 of Northeast 1/4;
thence North 88°11'30" West 591.8 feet North 1°43'40" East 433 feet
South 88°11'30" East 593.8 feet South 2° West 433 feet to Point
of Beginning in Section 6, Town 23 North, Range 3 East, City of Rose
City, Michigan.

This conveyance includes a release of any and all claims to damage arising from
or incidental to the placing of utilities under permit of the City, altering,
widening or improving of the highway and drainage and location thereof in, over
and upon the land hereby granted.

This conveyance also includes the consent of the grantors to the removal of such
trees, shrubs and vegetation as may be necessary in the construction and main-
tenance of the highway and drainage, further notice of such removal being hereby
expressly waived, it being understood and agreed that all desirable trees, shrubs,
and vegetation which do not interfere with the construction, maintenance or use of
the highway and drainage are to be preserved and shall not be removed or disturbed;
it being further understood and agreed that all timber, logs and parts of trees
suitable for firewood, resulting from the removal of any trees shall be reserved
for the grantor.

The grantors also agree that they will not place any permanent structures or im-
provements of any kind on the land hereby granted, and that any vegetation they
may plant will be such that it grows close to the ground and otherwise does not
interfere with the use of the highway and drainage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th
day of May, A.D., 1976.

In presence of:

Doris Whatley
Witness Doris Whatley

Edward J. Bocik
Witness Edward J. Bocik

ELTRA CORPORATION

F. M. Wistert
Owner By: F. M. Wistert, Vice President

Attest: *Jack A. Green*
Owner By: Jack A. Green
2 Pennsylvania Plaza,
New York, N.Y. 10001

STATE OF OHIO)
COUNTY OF LUCAS) SS

On this 5th day of May, A.D., 1976 before me the undersigned,
a Notary Public in and for said County, personally appeared
E. M. Wistert, Vice President and Jack A. Green, Owner, for Eltra Corporation
to me known to be the persons who executed the foregoing release and acknowledged
the same to be their own free act and deed, on behalf of Corporation

My Commission Expires: January 12, 1981

Hazel O. Dietrich
Notary Public

Prepared By: Edmands Engineering, Inc.
1501 W. Thomas Street
Bay City, Michigan 48706

HAZEL O. DIETRICH
Notary Public, Lucas County, Ohio
My Commission Expires Jan. 12, 1981

LIBER 255 PAGE 681

RECEIVED DEC 8 1977 AT 8:30 A.M.
LIBER 255 of Deeds PAGE 681-7 incl.

Williamson Miller
Register of Deeds - Ogemaw County

DECLARATION OF RESTRICTIVE COVENANTS

AS TO

ROSE CITY INDUSTRIAL PARK

THIS DECLARATION, made this 18th day of October, 1977, by the City of Rose City, Rose City, Michigan, hereinafter sometimes called the City.

WHEREAS, the City is the owner of real property described in Clause I of this Declaration and is desirous of subjecting said property to the following conditions, covenants, restrictions, reservations and easements hereinafter set forth each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, CITY OF ROSE CITY, hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements set forth herein is located in the City of Rose City, County of Ogemaw and State of Michigan, has been surveyed, laid out and platted and titled ROSE CITY INDUSTRIAL PARK, a part of the Southeast 1/4 of the Northeast 1/4 of Section 6, Town 23 North, Range 3 East, City of Rose City, Ogemaw County, Michigan, said plat recorded in the office

of the Register of Deeds for the County of Ogemaw on the 8th day of December, 1977, in Liber 6 of Plats, Page 6 & 6A.

Prepared by:

DEFINITION OF TERMS

"Building site" shall mean any lot, or portion thereof, or two or more

-1-

JENNINGS AND ELLIAS
ATTORNEYS AT LAW
107 N. 3RD STREET
WEST BRANCH, MICH.
49091

contiguous lots or portions thereof, or a parcel of land upon which a commercial or light industrial building or buildings and appurtenant structures may be erected in conformance with the requirements of these covenants.

"City", shall mean CITY of ROSE CITY, its successors and assigns unless the context indicated otherwise.

"Improvements" shall mean and include a commercial or light industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.

"Building line or lines" shall mean the minimum distance which commercial or light industrial buildings and outbuildings or any structures of any type or kind located above ground shall be set back from the property or street lines, and reference is hereby made to the recorded plat of the CITY OF ROSE CITY INDUSTRIAL PARK, in which is located the real property hereby subjected to these covenants for the location of such building lines.

"Side building site line" shall mean the boundary or property line dividing two adjoining building sites.

"Front building line or lines", shall mean the boundary or property lines bounded by the lot and the street or road. For the purposes of these covenants the front boundary line for Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, shall be Industrial Park Drive. The front boundary line for Lot 15, shall be that line bordering Beechwood Road, the front boundary line for Lot 16, shall be that boundary line bordering Casemaster Road.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

A. The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper

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49881

or unsuitable materials; to insure adequate and reasonable development of said property to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and in-harmonious improvement of building sites; to secure and maintain property setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

B. All purchasers shall be bound to complete their building within 2 years of the date of purchase or the City shall, at its option, have the right to demand a reconveyance of said lot at the original purchase price.

CLAUSE III

GENERAL RESTRICTIONS

A. No building site or improvement thereon may be used for any use other than light industrial, warehouse, commercial (if not principally engaged in retail sales) or recreational purposes or uses.

B. No building site or improvement shall be used for heavy industry; auto wrecking, salvage yards, used material yards, storage or baling of waste or scrap paper, rags, scrap metals, bottles or junk; bag cleaning; boiler and tank work, central mixing plant for asphalt, mortar plaster or concrete; or foundries.

C. No noxious or offensive trade or activity shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the said CITY OF ROSE CITY INDUSTRIAL PARK, hereby restricted by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke or noise.

D. A grantee purchaser may purchase two or more contiguous lots to be used as a building site for improvements as defined under Clause I, in which instance the outside perimeter boundaries of the contiguous lots shall constitute the perimeter boundary of the building site subject to the terms of these restrictions.

E. No building, structure or improvement other than present water tower, shall be erected, permitted or placed on any part of Lot 13. A single

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ATTORNEYS AT LAW
107 N. 2ND STREET
WEST BRANCH, MICH.
49661

sign identifying the area as the CITY OF ROSE CITY INDUSTRIAL PARK combined with a directory may be erected thereon. The balance of the lot shall be landscaped and attractively maintained.

F. No building or structure shall be erected, permitted or placed on any building site unless all footings shall be of poured concrete or concrete blocks filed with concrete, and the exterior construction thereof is of stone, brick, reinforced concrete, glass, steel, equivalent masonry construction or combination of these materials, and further that the curtain wall shall be below finish grade and in no case be less than frost line depth. Should any building be constructed of lightweight aggregate, concrete blocks, tile blocks or tile brick, the front of such building shall be finished with face brick, common brick painted, limestone or their equivalent. When exterior walls, (excepting the front wall) are constructed of lightweight aggregate or concrete blocks, unless such exterior walls are finished in stucco or granite, or their equal, the joints shall be tooled or pointed and such exterior walls shall be rubbed down and covered sufficiently with standard waterproofing paint.

G. No excavations or excavating work shall be permitted on any part of said lots except excavations for the purposes of constructing buildings and tangible improvements on such real estate immediately prior to and during the construction of such buildings and tangible improvements. No soil, sand, gravel, minerals, aggregate or earth materials shall be removed from said real estate except as a part of such excavations made for the purpose of constructing buildings and tangible improvements on said lots.

H. No building having barrel-type or arch-roof construction shall be built on any building site.

I. Present lot owners who have joined in the execution of this instrument shall within two years from this date cause that portion of their lots not used for improvements, parking areas, loading areas or driveways to be landscaped, planted and maintained as a lawn in good condition. All other purchasers of lots shall be required to do the same within two years from the date of purchase of their lot.

J. Billboards or other advertising signs, other than those identifying the name, business and products of the person or firm occupying the lot shall not be erected, permitted or placed on any part of said lot.

K. All present lot owners who have joined in the execution of this instrument shall within two years from this date cause all parking and truck maneuvering areas to be surfaced with bituminous concrete or approved comparable all weather dustless material. All other purchasers of lots shall be required to do the same within two years from the date of purchase of their lot, after building is erected and in use.

L. Outside storage shall be permitted on the rear lot areas only, and all such storage shall be properly fenced and screened with approved material to a minimum height of six (6) feet.

M. No open loading dock shall be erected on the sides of buildings fronting on any street. Enclosed truck loading docks may be located on the sides of buildings fronting on the street provided that the truck doors are set back a minimum of One Hundred (100) feet from the property line abutting the street and shall be screened by approved landscaping or equal material.

N. No materials or supplies shall be stored or permitted to remain on any part of the lot outside the buildings constructed thereon. Any finished products or semi-finished products stored on the property outside of said buildings shall be confined to the rear one-half of the property, but shall in no instance be placed on that side of the building paralleling an existing street.

O. No building, structure, improvement or appurtenance or any portion thereof shall be constructed on any building site within Seventy Five feet (75') of any front lot line or within Thirty Feet (30') of any side or rear lot line with the exceptions of Lot 16, which setback is already now established by the owner and plans for addition to building are made.

P. All buildings will be constructed above and landward of the freeboard line, elevation 924.0 (USGS datum) and openings will not be permitted into basements below the elevation of the freeboard line.

Q. The exterior of all buildings, structures, improvements and appurtenances and all walks, driveways, lawns and landscaping on such lot shall be

maintained in good order, free of weeds and in good repair and condition.

R. No waste material or refuse shall be dumped upon or permitted to remain upon any part of said lot outside of the improvements constructed thereon.

S. All drive entrances to lots shall be a minimum of Thirty feet (30') wide and shall have Twelve inch (12") tubes with flared end sections.

T. In addition to above listed items, all construction shall meet or exceed all requirements, restrictions and or rules as may now exist in the CITY OF ROSE CITY and OGEMAW COUNTY.

CLAUSE IV

Each of the foregoing covenants, conditions, and restrictions shall run with the land hereby conveyed and a breach of any one of them or the continuance thereof may, at the option of the City, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings. It is understood, however, that the breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage on said premises made in good faith and for value: Provided, however, that any breach or the continuance thereof may be enjoined, abated or remedied by the proper proceedings as aforesaid: And provided further, that each and all of the foregoing covenants, conditions and restrictions shall at all times remain in full force and effect against said premises, or any part thereof, title to which is obtained by foreclosure of any such mortgage.

It is expressly understood and agreed that the City of Rose City, has full power and authority to enforce the foregoing covenants, conditions and restrictions.

CLAUSE V

Each condition and covenant herein contained except condition P, which is perpetual, shall terminate and be of no further effect after twenty-five (25) years from date of execution hereof; provided that at any time within three years before the expiration of said period, the then owners of a majority of the square feet area in the ROSE CITY INDUSTRIAL PARK, may by written declaration

signed and acknowledged by them and recorded in the Office of the Register of Deeds for Ogemaw County, Michigan, extend such restrictions, conditions and covenants for a period of ten (10) years additional, and this right to so extend by the then owners, shall exist as long as a majority of the square feet area in said Industrial Park desire to do so.

CLAUSE VI

Invalidation of any one of these restrictive covenants or conditions by judgment or court order shall in no wise effect any of the other provisions which other provisions shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned owners of the property embraced within the plat known as ROSE CITY INDUSTRIAL PARK have executed this instrument on the date adjacent to each owners name:

Witnesses

Kay Donna Kosek
KAY DONNA KOSEK

SHIRLEY ANN WICKWIRE

by:

STATE OF MICHIGAN)) SS.
OGEMAW COUNTY)

PERSONALLY CAME BEFORE ME THIS 18th DAY OF October 1977, EDWARD ZIELINSKI, MAYOR PRO-TEM OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH MAYOR PRO-TEM OF SAID CORPORATION, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE FREE ACT AND DEED OF SAID CORPORATION, BY ITS AUTHORITY.

Prepared By:
JENNINGS AND ELLIAS
ATTORNEYS AT LAW
107 N. 2ND STREET
WEST BRANCH, MICH
49091

KAY DONNA KOSEK, NOTARY PUBLIC
OGEMAW COUNTY, MICHIGAN

MY COMMISSION EXPIRES FEBRUARY 14, 1980

RECEIVED Sept 7 1948
Mad Ch. Hoyt
REGISTRATION

RIGHT OF WAY

Lewis P. Hoyt, a single man; Lucina Hoyt Kohn

first parties, in consideration of One Dollars (\$1.00) to them
paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~poles~~, 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 parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the township of Cumming County of Ogemaw and State of Michigan, to-wit: The South East One Quarter ($\frac{1}{4}$) of the North East One Quarter ($\frac{1}{4}$) in Section 6 in Town 23 North of Range 3 East.

The route to be taken by said lines of ~~poles~~, poles, wires, cables and conduits across, over and under said land being more specifically described as follows Second party may locate said route north of and along and not more than one hundred (100) feet from the center line of the highway on the south side of the above described land. Also conveying the right to erect and maintain line of wires and poles leading laterally from the said route to the south line of said land.

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 such cables, conduits and ~~poles~~, 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 or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such 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 first party for any damage to crops in erecting and maintaining said lines of poles and wires.

WITNESS the hand.s. and seal.s. of the part.ies. of the first part, this 9th day of December, 1948.

Signed, Sealed and Delivered in Presence of

<u>Joseph Reay</u> Joseph Reay	<u>Lewis P. Hoyt</u> (L.S.) Lewis P. Hoyt
<u>John Schaefer</u> John Schaefer	<u>Lucina Hoyt Kohn</u> (L.S.) Lucina Hoyt Kohn
	<u>(L.S.)</u>

STATE OF MICHIGAN, }
County of Ogemaw } ss.

On this 9th day of December, 1948, before me, a Notary Public of Ogemaw County, Michigan, acting in Ogemaw County, personally appeared Lewis P. Hoyt and Lucina Hoyt Kohn

to me known to be the same person.s. named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Joseph Reay
Joseph Reay
Notary Public, Ogemaw Co., Mich.