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TITLE DATA

CONSUMERS POWER COMPANY

Claude W. Smith et al.

TRACT 547-D114-4

Easement 3-2-66 5-13-66 269 617 284000

ACCOUNT NO. 11,540104

MAP 6

WEXFORD - BOARDMAN Parcel #761

RIGHT OF WAY

MICHIGAN Grand Traverse Paradise STATE COUNTY TOWNSHIP MUNICIPALITY SECTION TOWN RANGE

Claude W. Smith and Mildred B. Smith, his wife, 200 N. Brownson St., Kingsley, Mich.; Georgia L. Collison, 926 W. Front St., Traverse City, Michigan

The Northeast 1/4 of the Northwest 1/4 of Section 33, Township 26 North, Range 10 West, except the North 1/4 thereof.

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: Along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 600 ft. nor less than 400 ft. North of the South line of Section 34, T26N, R10W, at a point not more than 120 ft. East of the North and South 1/4 line of said Section, running thence Northwesterly to a point not more than 350 ft. nor less than 150 ft. South of the North line of Section 33 of said Township, at a point not more than 700 ft. nor less than 500 ft. East of the Pennsylvania Railroad right of way.

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, patrolling, improving, enlarging and maintaining such cables, conduits and towers, 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 first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand and seal of the part 1st of the first part, this 2nd day of March, 1966.

Signed, Sealed and Delivered in Presence of James F. Miller, Donald A. Sny, Claude W. Smith, Mildred B. Smith, Georgia L. Collison

STATE OF MICHIGAN On this 2nd day of March 1966 before me, a Notary Public of Jackson County, Michigan, acting in Grand Traverse County, personally appeared Claude W. Smith and Mildred B. Smith; Georgia L. Collison

to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed. James F. Miller Notary Public, Jackson Co., Mich. My commission expires September 15, 1967

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost - LR-4, Exhibit 114a-4.

MAPPED AND CHECKED

20.00 A.

