

Edward E. Broad & wf 4-11-79 4-24-80 496 244 27 & 28 T27N R11W SECTION TOWN RANGE TRACT 579.1-D114-20

Basement 4-11-79 4-24-80 496 244 23

Kind of Instrument DATE OF INST DATE OF RECORD LIBER PAGE

Plumwood to Keystone-27 4-11-79 4-24-80 496 244 23

No Restrictions

Edward E. Broad, also known as Edward Broad, and Lucille M. Broad, his wife, 1003 Cass Road, Traverse City, Michigan 49684

Grantor, in consideration of One and no/100 Dollars (\$1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 W. Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, forever, the easement and right to erect, lay and maintain lines consisting of towers, pole structures, poles, or any combination of same, wires, cables, conduits, crossarms and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and electric control circuits and devices on, over, under and across the following described land, including all public highways upon or adjacent to said land, which land is situate in the Township of Garfield County of Grand Traverse State of Michigan, to-wit:

The Southeast 1/4 of the Southeast 1/4 of Section 28 and the Southeast 1/4 of the Southeast 1/4 of Section 27, all being in Township 27 North, Range 11 West.

The center line of said line of towers, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as: Beg at pole #130 located in the centerline of the existing electric transmission line in Sec 27, T27N, R11W, thence S 1/8 W to a point in Sec 28 of sd township, not more than 100 ft S of the S 1/8 line of sd Sec 28 at a point not more than 80 ft W of the E line of sd Sec 28.

Also the right to install guy wires to run in a N 1/4 W and S 1/4 W direction from existing pole #130 located in Sec 27, T27N, R11W, and anchor same in the ground not more than 85 ft nor less than 75 ft S of the S 1/8 line of sd Sec 27 at a point not more than 430 ft nor less than 410 ft E of the W line of sd Sec 27.

Also guy wires to run in a S 1/4 W direction from a pole to be located not more than 100 ft S of the S 1/8 line of Sec 28, T27N, R11 W, at a point not more than 80 ft W of the E line of sd Sec 28 to a stub pole located not more than 145 ft S of the S 1/8 line of sd Sec 28 at a point not more than 80 ft W of the E line of sd Sec 28 and anchor same in the ground not more than 105 ft S of the S 1/8 line of sd Sec 28.

Also conveying the full right and authority to Grantee, 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 towers, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and electric control circuits and devices.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush on the land of the Grantor described in this easement within 36 feet on each side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 30 feet in height on the land of the Grantor described in this easement within 105 feet on each side of the center line of the towers, pole structures or poles. It is expressly agreed that the complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future. Grantee may enter upon said land, from time to time, to cut, trim, remove or otherwise control trees and brush as aforesaid.

It is expressly agreed that, for the protection of said electric line, no buildings or other structures will be placed within 35 feet on each side of the center line of the towers, pole structures, poles and wires comprising said electric line. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of the electric line. It is expressly understood that no use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein conveyed. Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

20

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MICHIGAN) ss. Grand Traverse

The foregoing instrument was acknowledged before me this 11th day of April 19 79, by Edward E. Broad and Lucille M. Broad

Notary Public, Jackson County, Michigan My commission expires August 25, 1982 Acting in Grand Traverse County

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MICHIGAN) ss. County of

The foregoing instrument was acknowledged before me this 19 day of 19 by

Notary Public, County, Michigan My commission expires

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN) ss. County of

The foregoing instrument was acknowledged before me this 19 day of 19 by

Notary Public, County, Michigan My commission expires

WITNESSES:

Ronald D. Shuman Grand Traverse Co. MI RECEIVED FOR RECORD APR 24 1 02 PM '80

STATE OF MICHIGAN GRAND TRAVERSE CO. MI RECEIVED FOR RECORD APR 24 1 02 PM '80

MAPS AND CHECKED

RETURN TO LAND & MIN DEPT. CONSUMERS POWER COMPANY 212 W. MICHIGAN AVENUE JACKSON, MICHIGAN 49201