

THIS INDENTURE, Made this 9th day of July, 1996, Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation); Grantor, and KEN MURRAY, a single man, 2411 West Silver Lake Road, Traverse City, Michigan, Grantee,

WITNESSETH:

That Grantor, for and in consideration of the sum of \$6,500.00 to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto Grantee and to his heirs and assigns, forever, land in the Township of Garfield, County of Grand Traverse and State of Michigan, described as follows:

The North 66 feet of the following described parcel of land: A parcel of land in the Southeast 1/4 of Section 19, Township 27 North, Range 11 West, described as commencing at the South 1/4 post of said Section; thence N 00° 07' 30" W, along the North and South 1/4 line of said Section 1321.97 feet to the South 1/8 line of said Section and the place of beginning for this description; thence continuing N 00° 07' 30" W, along the North and South 1/4 line of said Section 250 feet; thence S 89° 37' 05" E, 740.94 feet to the center line of West Silver Lake Road; thence S 14° 58' 00" W, along the center line of West Silver Lake Road 258.32 feet; thence N 89° 37' 05" W, along the South 1/8 line of said Section 673.67 feet to the place of beginning.

Excepting and reserving to Grantor, its successors and assigns, forever, (a) all right, title and interest in and to all coal, oil, gas and other minerals (but not including sand, clay or gravel) on, in or under the land herein described, and (b) the exclusive right to store, re-store and protect oil, gas and other minerals in the subsurface and strata underlying the land herein described. Grantor, its successors and assigns, and its and their lessees and licensees, shall have the right, at any time, to use all usual, necessary or convenient means for (i) exploring for, mining and removing said coal, oil, gas and other minerals, and (ii) storing, re-storing and protecting oil, gas and other minerals in such subsurface strata and taking and retaking same from storage; but without entering upon the surface of the land herein described.

Also saving, excepting and reserving to Grantor, its successors and assigns, forever, the easement and right to erect, lay and maintain one existing line consisting of towers, 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 said land, including all public highways upon or adjacent to said land.

PAGE 1

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PLAY OR AREA

The route to be taken by said line of towers, poles, wires, cables and conductors on, over, under and across said land being more specifically described as follows:

Said line as now located and constructed in a Northerly and Southerly direction on, over, under and across the Westerly portion of said land.

With full right and authority to Grantor, its successors, lessees or assigns and its and their agents and employees, to enter at all times upon said land and to patrol, construct, repair, remove, replace, improve, enlarge including enlarging by the addition of new or additional poles, wires and towers, and maintain such wires, cables, conduits, structures, towers, pole structures, poles and other supports with all necessary braces, guys, anchors, manholes and transformers and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication. Grantor shall not erect or construct any buildings or other structures within 36 feet on each side of the center line of said electric transmission line. Nonuse or a limited use of this easement by Grantor shall not prevent Grantor from later making use of the easement to the full extent herein reserved.

Also saving, excepting and reserving to Grantor, its successors and assigns, the easement and right to trim, remove, destroy or otherwise control any trees and brush within 105 feet on each side of the center line of said electric transmission line.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD said premises unto Grantee and to his heirs and assigns, to the sole and only proper use, benefit and behoof of Grantee, his heirs and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

WITNESSES:

CONSUMERS POWER COMPANY

*Judy H. Schultz*  
Judy H. Schultz  
*Karen S. Kalavantzis*  
Karen S. Kalavantzis

By *D. G. McCalland*  
D. G. McCalland  
Its *myself*  
Manager of General Services  
APPROVED AS TO FORM  
CONSUMERS POWER COMPANY  
LEGAL DEPARTMENT