

THIS INDENTURE. Made this 20th day of November, 1984, Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, (successor by merger to Consumers Power Company, a Maine corporation) first party, and

DONALD H. JOHNSON,
Route 1, Box 517, Boheelia, Florida

second party,

WITNESSETH:

That first party, for and in consideration of the sum of ----- Sixty-six Thousand Six Hundred and No/100 ----- Dollars (\$66,600.00) to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto second party and to his heirs and assigns Forever, the following described land situate in the Township of Pinora, County of Lake and State of Michigan, known and described as follows:

The $\frac{1}{2}$ of Section 31, T18N, R11W, excepting therefrom all that part thereof described as follows: A parcel of land in the SW $\frac{1}{4}$ of Section 31, T18N, R11W, described as beginning at the Southwest corner of said section, running thence N $01^{\circ} 30' 46''$ E along the West line of said section 534.87 feet, thence S $88^{\circ} 32' 21''$ E, 2,607.72 feet to the North and South $\frac{1}{4}$ line of said section, thence S $00^{\circ} 16' 40''$ W along said North and South $\frac{1}{4}$ line of said section 527.15 feet to the S $\frac{1}{4}$ corner of said section, thence N $88^{\circ} 42' 33''$ W along the South line of said section 2,618.75 feet to the point of beginning.

Excepting and reserving to first party, its successors and assigns FOREVER, the easement and right to erect, lay and maintain one or more lines consisting of towers, pole structures, 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 West 132 feet of the premises herein conveyed, including all public highways upon or adjacent to said parcel of land.

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

In a N'ly and S'ly direction on, over, under and across the West 132 feet of said above-described land.

With full right and authority to first party, its successors, licensees, lessees or assigns and its and their agents and employees to enter at all times upon said land for the purpose of patrolling, constructing, repairing, removing, replacing, improving, enlarging and maintaining 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 and to cut, trim, remove, destroy or otherwise control all trees and brush standing on the West 132 feet of said above-described land, and also to re-enter upon said West 132 feet of said above-described land from time to time to keep said West 132 feet of said above-described land clear of trees and brush; and also to cut, trim, remove, destroy or otherwise control any trees and brush standing on the East 69 feet of the West 201 feet of said above-described land which may in the opinion of first party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is further understood that nonuse or a limited use of this easement by first party shall not prevent first party from later making use of the easement to the full extent herein reserved.

Also saving, excepting and reserving to first party, its successors and assigns, Forever, all nonmetallic minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the land herein conveyed, with full and free liberty and power to first party and to its successors and assigns, lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time, and from time to time, to enter upon said land and take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the said coal, oil and gas and other nonmetallic minerals and for storing, re-storing and protecting oil, gas and nonmetallic minerals in the subsurface strata underlying said land and taking and retaking the same, together with the right to lay pipelines on, over, under or across said premises from the wells, mines, or shafts sunk upon the same for the purpose of removing the oil, gas or other nonmetallic minerals from the premises or storing, re-storing and protecting oil, gas or other nonmetallic minerals in the subsurface strata underlying said land and retaking the same; also, saving and reserving unto first party, the right of ingress and egress over and across the above-mentioned land, together with the right to sink shafts or drill for oil, gas or other nonmetallic minerals at any place upon said property at any time hereafter.

(This deed is executed pursuant to the terms of a certain land contract entered into between Consumers Power Company, as Seller, and Kathleen M. Williams as Purchaser, on the first day of November, 1977, the Purchaser's interest in which said land contract was assigned to Donald H. Johnson, the second party herein, by an instrument of Purchaser's Assignment of Land Contract dated July 30, 1980, effective May 15, 1980, and said assignment being consented to by Consumers Power Company on July 22, 1980, effective May 15, 1980.)

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

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

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

WITNESSES:

W. L. Reid
W. L. Reid
Carol J. Kielar
Carol J. Kielar

CONSUMERS POWER COMPANY

By

G. L. Heins
G. L. Heins
Vice President

STATE OF MICHIGAN)
County of Jackson) ss.

The foregoing instrument was acknowledged before me this 29th day of November, 1984, by G. L. Heins, Vice President of Consumers Power Company, a Michigan corporation, on behalf of the corporation.

My Commission expires
3/7/88

W. L. Reid
Notary Public, Jackson County, Michigan