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TITLE DATA

CONSUMERS POWER COMPANY

Detroit Bank and Trust Co.

TRACT 143.1-D113-2*

Easement 2-22-73 7-30-73 216 335

ACCOUNT NO.

MAP 5-92

PT. LABARBE CATHODIC PROTECTION MCGULPIN ESE CABLE

RECALC

LIBER 216 PAGE 335

Parcel # 2 & 5

THIS GRANT, made the 22nd day of February in the year of three (1973) Our Lord one thousand nine hundred and seventy-two (1972),

BETWEEN THE DETROIT BANK AND TRUST COMPANY, a Michigan Banking Corporation, having a business office at 201 West Fort Street, Detroit, Michigan, hereinafter referred to as the Grantor, and CONSUMERS POWER COMPANY, a Corporation of the State of Michigan, having an office at 212 West Michigan Avenue, Jackson, Michigan 49201, hereinafter referred to as the Grantee,

WITNESSETH, that the said Grantor, in consideration of the payment of Two Hundred Fifty Dollars (\$250.00), to it paid by said Grantee, the receipt whereof is hereby confessed and acknowledged, does hereby grant and convey unto the said Grantee, its successors and assigns, forever, the easement and right to lay, construct, maintain, repair, remove, patrol, improve and enlarge underground cables, conduits, wires, conductors, surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults and transformers, together with concrete pads or other supports therefor, and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, in, under, over, through and across the following described parcel of land, including all public highways upon or adjacent to said land, which land is situate in the Township of Moran, County of Mackinac and State of Michigan, to wit:

A 20 foot wide strip of land, 10 feet on each side of the hereinafter described center line, through Lots 16, 17 and 21, Block 12 of Partition Plat of Private Claim No. 1, Section 23, Township 40 North, Range 4 West

The route to be taken by said underground cables, conduits, wires and conductors on, in, under, over, through and across said land being more specifically described as follows:

The center line of said underground cables being described as beginning at Edison Sault Electric Company's existing 35 foot service pole located 200 feet, more or less, Northerly of the shoreline of the Straits of Mackinac, running thence Easterly to a point approximately 20 feet Westerly of the center line of Lakehead Pipeline Company's existing 20 inch pipeline, thence Northerly and Easterly along and approximately 20 feet Westerly and Northerly of the center line of said 20 inch existing pipeline to a certain Michigan Bell Telephone Company's existing pole located Easterly of the Westerly line of Lot 22, Block 12 of Partition Plat of Private Claim No. 1 in Section 23, Township 40 North, Range 4 West.

Said surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults, transformers, transformer pads or other supports, and other fixtures and appurtenances shall be constructed at such locations along said route as may be required.

Together with the right to trim, remove, destroy, or otherwise control any trees, roots, brush or other vegetation which may, in the opinion of Grantee, interfere or threaten to interfere with or be hazardous to the construction,

MAPPED AND CHECKED

MICHIGAN STATE | Mackinac COUNTY | Moran TOWNSHIP

MUNICIPALITY | SECTION | TOWN | RANGE | PARTITION PLAT OF PRIVATE CLAIM NO. 1 | PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty with vertical lines.

GENERAL ENGINEERING MAP REFERENCES

Plan Map No. E-17656 Sheet _____ of _____ Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search YES _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 143.1-D113-2* (Contd)

NAME OF GRANTOR				
KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE

ACCOUNT NO. _____

MAP _____

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operation and maintenance of said facilities.

PROVIDED, however, that this Grant is made upon the following conditions:

First: - That all costs and expenses in connection with the installation, maintenance, repair, renewal or removal of said underground cables and appurtenant facilities shall be borne by the Grantee.

Second: - That the Grantor reserves to itself the right to use the property hereinbefore described in any manner whatsoever, providing that such usage does not interfere in any way with the special rights herein granted.

Third: - That all dirt or earth taken from the trench for said underground cables and appurtenant facilities shall be back filled over said trench in a good and workmanlike manner to the satisfaction of the Grantor.

Fourth: - That in the laying, construction or maintenance of said underground cables and appurtenant facilities all ditches, water courses, tile drains and sewers interfered with shall be replaced in their former condition of usefulness and, in the event of the settling of the earth in the trench aforesaid, causing sewer or tile drains to settle, the same shall be replaced so as to put them in the same condition as they were at the time they were disturbed when laying, constructing or maintaining said underground cables and appurtenant facilities.

Fifth: - That the said Grantee covenants and agrees that it will at all times indemnify, protect and save harmless the said Grantor from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which it may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, presence, use, maintenance or removal of said underground cables and appurtenant facilities on or from the premises of the Grantor whether such losses and damages be suffered or sustained by the Grantor directly or by its employees, patrons, licensees and agents, or be suffered or sustained by other persons or corporations, including the Grantee, its employees, licensees or agents who may seek to hold the Grantor liable therefor and whether attributable to the fault, failure or negligence of the Grantor or otherwise.

Sixth: - That if and when the land hereinbefore described or any part thereof shall cease to be used for the purpose hereinbefore mentioned, the easement and right hereby granted shall immediately cease and terminate as to so much of said land which shall so cease to be used with the same force and effect as if these presents had never been made.

Grantor hereby agrees that no buildings or other structures will be placed over said facilities and that no buildings or other structures will be placed within such proximity to any of said facilities as to interfere with or, in the opinion of the Grantee, threaten to interfere with the construction, operation or maintenance of said electrical and/or communication facilities.

Grantor covenants and agrees that the average ground elevation within 6 feet of any such cable, conduit, wire, conductor or other underground facility will be maintained at a level not to exceed 12 inches above or 6 inches below the level established at the time of installation of said underground facilities. Grantor further covenants and agrees to maintain the ground surface elevation in an area 4 feet wide around any transformer pad, sub-surface transformer, junction vault or other support at an elevation of not less than 3 inches and not more than 6 inches below the base of any transformer mounted on a pad or other support and not more than 6 inches below the top of any subsurface transformer or junction vault. It is further agreed that nonuse or a limited use of the easement herein granted shall not prevent Grantee from later making use of this easement to the full extent herein authorized.

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THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be affixed this 22nd day of February, 1973, A. D. 1972.

WITNESSES:

THE DETROIT BANK AND TRUST COMPANY

Carol E. Karlson
Carol E. Karlson

By: Arthur Rettberg
Arthur Rettberg

Lucille Sparrow
Lucille Sparrow

Gari W. Kersten
Gari W. Kersten

STATE OF MICHIGAN)
 : ss
COUNTY OF WAYNE)

On this 22nd day of February, 1973, 1972, before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Arthur Rettberg and Gari W. Kersten to me known and known to me to be the Assistant Trust Officer and Vice President, respectively, of said THE DETROIT BANK AND TRUST COMPANY, the Corporation named in and which executed the within Instrument, and that the seal affixed to said Instrument is the corporate seal of said Corporation, and that said Instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said Arthur Rettberg and Gari W. Kersten acknowledged said Instrument to be the free act and deed of said Corporation.

STATE OF MICHIGAN
COUNTY OF MICHIGAN
RECORDED 302 DAY OF July
A. D. 1973 AT 1:15 O'CLOCK P. M.

Lucretia Hagen

REGISTER OF DEEDS

Louis Fulgoni
Notary Public

LOUIS FULGONI
Notary Public, Wayne County, Mich.
My Commission Expires July 28, 1973

THIS INSTRUMENT DRAFTED BY:
G. R. STEVENSON, CHIEF CONVEYANCER
PENN CENTRAL TRANSPORTATION COMPANY
ROOM 1444 - SIX PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104