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TITLE DATA

MICHIGAN STATE

Mackinac COUNTY

Moran TOWNSHIP

CONSUMERS POWER CO.

Edison Sault Electric Company

23 T40N R4W

TRACT 143.4-D113-5*

Easement 4-1-76 5-17-76 229 732

MUNICIPALITY SECTION TOWN RANGE

TOWN RANGE

MAP 5-92

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE PLAT OR AREA

POINT LABARBE CATHODIC PROTECTION MCGULPIN-ESE CABLE(UNDERGROUND CATHODIC PROTECTION CABLE)

LIBER 229 PAGE 732

Liber 229 Page 732

File #3626

LIBER 229 PAGE 733

ELECTRIC LINE EASEMENT

Consumers Power

THIS INDENTURE, made this 1st day of April, 1976, between EDISON SAULT ELECTRIC COMPANY, a Michigan corporation, with its principal office at 725 East Portage Avenue, Sault Ste. Marie, Michigan, as first party, and CONSUMERS POWER COMPANY, a Michigan corporation, with its principal office at 212 West Michigan Avenue, Jackson, Michigan, as second party,

WITNESSETH:

The first party, for and in consideration of the sum of Five Dollars (\$5.00) to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUIT CLAIM unto the said second party, and to its successors and assigns, an easement and the right to install, lay and maintain underground cathodic protection cable with connected anodes under and across the following described land situated in the Township of Moran, County of Mackinac, State of Michigan, to wit:

The center line of the underground cable being more particularly described as follows: To find the place of beginning of said center line commence at the NE corner of Lot 17 of Block 12 of Partition Plat of Private Claim No. 1 at St. Ignace, as established by the survey of Wm. P. Richards, running th. S 100° 41' 02" E. 276.58 feet to the NE corner of said Lot 17, as indicated by the prior survey of T. L. Jackson, Th. S 80° 48' 46" E 350.45 ft.; Th. S 14° 37' 14" W 849.62 ft.; Th. N 75° 22' 46" W 100 feet; Th. N 14° 37' 14" E 30.35 ft.; Th. N 80° 44' E 1.50 ft. to a certain service pole and the place of beginning of said center line, running th. N 19° 16' W 3.38 ft.; Th. N 80° 44' E 30.8 ft.; Th. N 46° 08' E 32.2 ft.; Th. N 10° 08' E 23.8 ft.; Th. N 39° 22' W 25.1 ft.; Th. N 79° 04' W 20.8 ft.; Th. N 22° 04' W 29.3 ft.; Th. N 13° 34' E 44.0 ft.; Th. N 10° 51' E 56.52 ft.; Th. N 4° 52' W 81.5 ft.; Th. N 15° 03' E 89.5 ft.; Th. N 2° 03' E 82.2 ft.; Th. N 9° 38' W 90.0 ft.; Th. N 26° 45' W 50.4 ft.; Th. N 36° 57' W 50.0 ft.; Th. N 36° 36' W 70.6 ft.; Th. N 55° 31' W 96.0 ft.; Th. N 62° 02' W 337.7 ft.; Th. N 66° 47' W 61.2 ft.; Th. N 73° 13' W 82.7 ft.; Th. N 66° 45' W 85.8 ft.; Th. N 57° 17' W 93.6 ft.; Th. N 67° 30' W 154.5 ft. to the place of ending of said center line.

being a part of Lots 15 and 16 of Block 12, Partition Plat of Private Claim No. 1 at St. Ignace, Michigan, as now recorded pursuant to a Circuit Court Judgment recorded in Liber 201 at pages 143 and 144, Mackinac County Records.

Together with the full right and authority to 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 installing, repairing, removing, replacing, enlarging and maintaining such underground cable and anodes. Such cable and anodes shall be installed at a depth of not less than 15 inches below the surface of the ground existing at the time of installation of same. It is expressly understood that nonuse 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.

STATE OF MICHIGAN RECEIVED 17th DAY May 1976

This release is executed by first party and accepted by second party subject to the following conditions:

- 1. No work shall be done in connection with the construction or maintenance of said electric cables and anodes by second party which shall in any way interfere or threaten to interfere with the electric lines, or cables of first party as now or hereafter erected upon or adjacent to the above-described premises, and second party's electric cables shall be so constructed and maintained as at no time to interfere with or threaten to interfere with the operation and maintenance of any of said electric lines and cables or first party.
2. Second party accepts the route and premises herein referred to in their present condition and subject at all times to such uses as first party may make of said premises for its own business or purposes.
3. Said cables and anodes of second party shall be constructed and maintained so as to comply in every respect with the statutes of the State of Michigan, the rules and regulations of the Michigan Public Service Commission and with the regulations prescribed in the National Electrical Safety Code.
4. It is distinctly understood that the electric lines and cables, now or hereafter located by first party upon the property above described, are or will be operated at high voltage and that no overhead or other equipment used in connection with the construction, operation or maintenance of said cables and poles of second party shall be permitted to come within 10 feet of said electric lines of first party. Second party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save first party, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees for injury to or death of any person or persons, and loss or damage to the property of any person or persons, whomsoever, including the parties hereto and their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the rights and privileges hereby granted, except any such injury, death, loss or damage caused by the sole negligence of first party.
5. The benefits hereof shall accrue to and the obligations shall bind the successors or assigns of the respective parties.

IN WITNESS WHEREOF, said first party has caused these presents to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

Witnesses: Stewart T. Moran, Geraldine M. Maltas

EDISON SAULT ELECTRIC COMPANY By William R. Gregory, President

STATE OF MICHIGAN) COUNTY OF CHIPPEWA) ss.

The foregoing instrument was acknowledged before me this 1st day of April, 1976, by William R. Gregory, President of Edison Sault Electric Company, a Michigan Corporation, on behalf of the corporation.

This easement drafted by: Robert C. Kline, Jr. Coates & Kline, Attorneys 311 Central Savings Bank Bldg. Sault Ste. Marie, MI 49783

Geraldine M. Maltas, Notary Public Chippewa County, Michigan My commission expires March 27, 1978



SERIAL MAP REFERENCES

Sheet 0
Sheet 4
Sheet / 7

Sheet
Sheets
Sheet

Map No. 5

ORIGINAL INSTRUMENTS

DOCUMENTS FILED

- 1. Abstract _____
- 2. Copy of Title _____
- 3. Class _____
- 4. Mortgage Release _____
- 5. Tree Vouchers _____
- 6. Other Documents _____