

RECEIVED FOR RECORD
LIBER NO. 714 PAGE NO. 1349 -
1351

97 JUL -9 AM 8:44

Thomas J. Wilson
TUSCOLA COUNTY**Detroit Edison Overhead Easement (Right of Way) No. 108484**

On 2 June, 1997, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area."

"Grantor" is:

Michigan Sugar Company, a Michigan Corporation
4800 Fashion Square Boulevard, P.O. Box 1348 Saginaw, MI 48604

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in Gilford Township, Tuscola County, Michigan described as:

Section 21, T13N-R7E; Northwest ¼ of Northwest ¼.

The "Right of Way Area" is a part of Grantor's Land and is described as:

A 12' wide Easement as shown on Exhibit "A" which is attached hereto and made a part hereof

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.
2. **Access:** Grantee has the right of access to and from the Right of Way Area.
3. **Buildings or other Permanent Structures:** No buildings or other permanent structures are allowed in the Right of Way Area without Grantee's prior written consent.
4. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in The Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.
5. **Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as can be to its original condition.
6. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

(2) Witnesses: (Type or print name below signature)

X Kent D. Coraf
Kent D. Coraf
X Sheryl Adams
Sheryl L Adams

Grantor: (Type or print name below signature)

Robert D. Braem
Robert D. Braem, Vice President of Michigan
Sugar Company, A Michigan
Corporation bD

Acknowledged before me in Tuscola County, Michigan, on June 2 1997, by
Robert D. Braem, Vice President of Michigan Sugar Company, a Michigan Corporation.

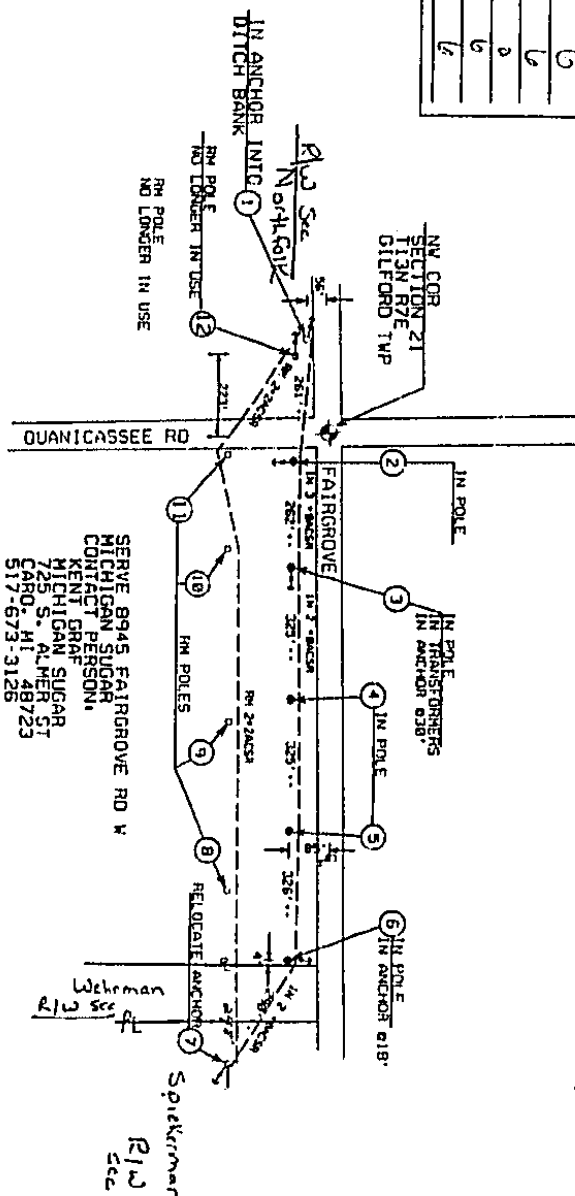
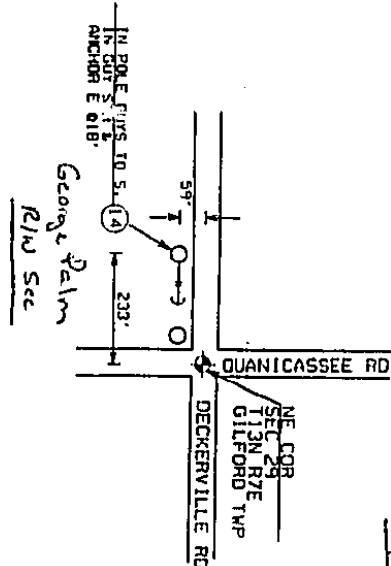
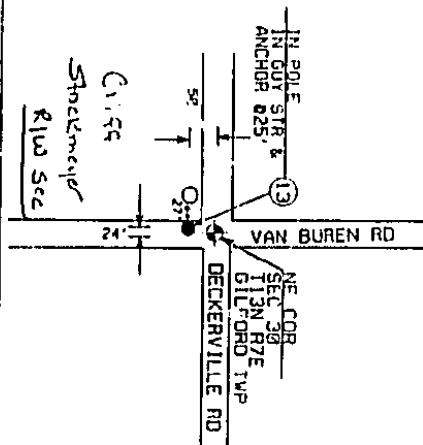
Notary's Stamp JOANN LYNN JACKSON
NOTARY PUBLIC - TUSCOLA COUNTY, MI
MY COMMISSION EXPIRES 12/21/99

Notary's
Signature Joann Lynn Jackson

(Notary's name, county, and date commission expires)

Prepared by and Return to: Betty J. Dean, LapSC, 1075 Suncrest Dr., Lapeer, MI 48446/mb

REPORT OF PROPERTIES AND RIGHTS OF NAT DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH		PERMITS TO:	
BY	C. FIBRANZ	RECORD CENTER	6
DATE	5/14/97	R/W FILES	6
DATE	6/2/97	NOT	6
WANTED		ORIGINATOR	6
DISTRICT	B. DEAN	TOTAL	6



SERVE 8945 FAIRGROVE RD W
MICHIGAN SUGAR
CONTACT PERSON:
KENT GRAF
MICHIGAN SUGAR
725 S. ALMER ST
CARO, MI 48723
517-673-3126

R/W Sec

REVISIONS	
NO.	DATE
1	5/14/97
REVISIONS	
NO.	DATE
1	5/14/97
REVISIONS	
NO.	DATE
1	5/14/97

Exhibit A

REVISED 6/4/97

RECEIVED IN TUSCOLA COUNTY
JUNE 21, 2022 08:31:34 AMRecorded 6/21/2022 10:43:32 AM
Tuscola County John Bishop
(Register of Deeds)
Receipt: 61744 Fee:\$30.00

L- 01511 P- 00755 - 00757 (3)

GRANT OF NON-EXCLUSIVE EASEMENT

This Agreement is entered on this 18th day of May 2021, by and between Michigan Sugar Company, a Michigan Corporation, of 122 Uptown Drive, Bay City, MI 48708 ("Grantor") and David and Sally Janson, husband and wife, of 1750 N. Quanicassee Road, Reese, MI 48757 ("Grantees") for the grant of a non-exclusive easement on the following terms and conditions:

Purpose: Each party owns property contiguous to one another. The easement is to allow Grantees the right to install an underground water line located five (5) feet below grade along a portion of Grantor's property. Grantor shall allow Grantees the right of ingress and egress over and upon the property to install and maintain the underground water line.

The Property. Grantor grants to Grantee the non-exclusive easement above located in Gilford Township, Tuscola County, State of Michigan and described as follows:

The East 10 feet of the West 44.50 feet of the following described premises: Gilford Township, Tuscola County, Michigan. The NW 1/4 of the NW 1/4 of Section 21, T13N-R7E, described as beginning at the NW Corner of said Section thence N 90°00'00" E, 1318.33 feet, along the North Section line, to the West 1/8 line; thence S 00°07'18" E, 1314.95 feet, along said 1/8 line, to the North 1/8 line; thence N 89°59'42" W, 1319.12 feet, along said 1/8 line, to the West Section line, thence N 00°05'15" W, 1319.12 feet, along said 1/8 line, to the West Section line, thence N 00°05'15" W, 1314.83 feet, along said Section line, to the Point of Beginning.

Consideration: For and in exchange of the above grant of easement Grantees agree to pay Grantor one Dollar (\$1.00) at the time of signing the easement, exempting this instrument from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

Maintenance: Grantee, their heirs, successors, transferees and assigns shall be solely responsible for the upkeep and maintenance of the underground water line. No building or other structures shall be placed over the easement without the written consent of Grantor. Grantees agree to hold Grantor harmless for any and all damages and injuries associated with the installation and maintenance of the underground water line and agree not to interfere with the normal use of the property.

Assignment: The easement shall inure to the benefit of Grantees, their heirs, successors,

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transferees and assigns and shall run with the land.

Entire Agreement: This easement shall constitute the entire agreement between the parties. It shall only be modified by the written agreement of the parties.

Michigan Sugar Company, Inc.



BY: James H. Ruhlman, Executive Vice President

STATE OF MICHIGAN)
) ss
COUNTY OF BAY)

Before me, a Notary Public, personally appeared Michigan Sugar Company, Inc., through its Executive Vice President, James H. Ruhlman.



Julie Kay Perry, Notary Public
State of Michigan, County of Saginaw
My Commission expires on 04/25/2023
Acting in the County of Bay



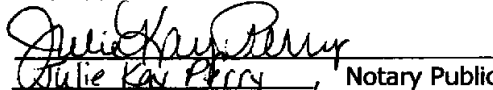
David Janson



Sally Janson

STATE OF MICHIGAN)
) ss
COUNTY OF Bay)

Before me, a Notary Public, personally appeared David Janson and Sally Janson.



Julie Kay Perry, Notary Public
State of Michigan, County of Saginaw
My Commission expires on 4/25/2023
Acting in the County of Bay

Prepared By:
Gary R. Campbell
Brandt, Gilbert, Thompson & Campbell
715 Court Street
Saginaw, MI 48602
(989) 792-2552