

## RIGHT OF WAY

Oscar W. Mason and Pearl I. Mason, his wife,

first part, i.e.s., in consideration of One Dollars (\$ 1.00 ) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines 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 the following described parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township

of Hope County of Midland and State of Michigan, to-wit:

The Southwest fractional one-quarter ( $\frac{1}{4}$ ) of the Northwest fractional one-quarter ( $\frac{1}{4}$ ) and a parcel of land containing thirty (30) acres off the North side of the North one-half ( $\frac{1}{2}$ ) of the Southwest fractional one-quarter ( $\frac{1}{4}$ ) of Section twenty-one (21), Township sixteen (16) North, Range one (1) East.

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

Poles in said line to be set East of and along and not more than sixty (60) feet from the center line of the highway on the West side of said above described land; also the right to erect and maintain lines of wires leading laterally from said line of poles to the West line of said land.

With full right and authority to the 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 constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~towers~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use 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.

Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 31st day of August 1936.

Signed, Sealed and Delivered in Presence of

*John Schaefer*  
*Lawrence E. Aufst*

*Oscar W. Mason* (L. S.)  
*Pearl I. Mason* (L. S.)  
\_\_\_\_\_  
\_\_\_\_\_  
(L. S.)  
(L. S.)

267-196

#3

Oscar W. Mason and wife

to

Consumers Power Company

LIBER

RECEIVED FOR RECORD  
MIDLAND COUNTY } ss

Received for Record the 31st day of July, 1937

at 9:11 o'clock A.M., and Recorded in Liber of

at Page 1 of 1

98 J. H. Howard, Register

42

LIBER

Paul C. L. D. [Signature]

STATE OF MICHIGAN.

County of Midland } ss.

On this 31st day of August 1936, before me, a Notary Public of Bay County, Michigan, acting in Midland County, personally appeared Oscar W. Mason and Pearl I. Mason

to me known to be the same person, named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

John Schaefer  
Notary Public, Bay Co., Mich.

My commission expires August 11, 1940

## RIGHT OF WAY

Robert E. Mason and Ursula M. Mason, his wife,

first part ias., in consideration of One Dollars (\$ 1.00 ) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~poles~~, 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 following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Hope, County of Midland and State of Michigan, to-wit:

The North one-half ( $\frac{1}{2}$ ) of the Southwest fractional one-quarter ( $\frac{1}{4}$ ) of Section twenty-one (21), Township sixteen (16) North, Range one (1) East, excepting a parcel of land containing thirty (30) acres off the North side thereof.

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

Poles in said line to be set East of and along and not more than sixty (60) feet from the center line of the highway on the West side of said above described land; also the right to erect and maintain lines of wires leading laterally from said line of poles to the West line of said land.

With full right and authority to the 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 constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~towers~~, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use 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.

Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 31st day of August, 19 36.

Signed, Sealed and Delivered in Presence of

John Schaffer  
Laurence E. Budd

Robert E. Mason (L. S.)  
Ursula M. Mason (L. S.)  
\_\_\_\_\_  
\_\_\_\_\_  
(L. S.)  
(L. S.)

267-196 #4

Robert E. Mason and wife

to  
Consumers Power Company

M E R I O

REGISTER'S OFFICE } ss.  
MIDLAND COUNTY }

Received for Record the 34th  
day of April A.D. 1937  
at 9:00 o'clock P.M. and Re-

corded in Liber  
100  
of Pages  
J. A. Howard, Register

42

LIBER

Paul G. & W. B. Perkins

STATE OF MICHIGAN, }  
County of Midland } ss.

On this 31st day of August 1936, before me,  
a Notary Public of Bay County, Michigan, acting in Midland County,  
personally appeared Robert E. Mason and Ursula M. Mason

to me known to be the same persons named in and who executed the foregoing instrument, and sev-  
erally acknowledged the execution of the same to be their free act and deed.

John Schaefer  
Notary Public, Bay Co., Mich.

My commission expires August 11, 1940

## RIGHT OF WAY

LISER

72 PAGE 35

Oscar W. Mason and Pearl I. Mason, his wife

first parties, in consideration of One Dollar (\$1.00) to them

paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~wood~~ 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 following described parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate

in the Township of Hope County of Midland, and

State of Michigan, to-wit: The Southwest one-quarter ( $\frac{1}{4}$ ) of the Northwest fractional one-quarter ( $\frac{1}{4}$ ) and the North thirty (30) acres of the North one-half ( $\frac{1}{2}$ ) of the Southwest fractional one-quarter ( $\frac{1}{4}$ ) of Section twenty-one (21), Township sixteen (16) North, Range one (1) East.

The route to be taken by said lines of ~~wood~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows

Second party may locate said route East of and not more than three hundred (300) feet from the center line of the highway on the West side of said above described land; also conveying the right to erect and maintain lines of poles and wires heading laterally from said route to the West line of said land.

With full right and authority to the 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 constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~wood~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use 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.

Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand s. and seal s. of the parties of the first part, this 2nd. day of August, 1946.

Signed, Sealed and Delivered in Presence of

*Roy J. Cook*  
Roy J. Cook  
*Ralph R. Mason*  
Ralph R. Mason

*Oscar W. Mason* (L. S.)  
Oscar W. Mason  
*Pearl I. Mason* (L. S.)  
Pearl I. Mason

(L. S.)

(L. S.)

RECEIVED

Consumers Power Company

Oscar W. Mason and wife

to

REGISTER'S OFFICE,  
MIDLAND COUNTY, ss.Received for Record the  
day of Aug A. D., 1946  
at 10:30 o'clock A.M., and Recorded  
In Liber 72-6 of 118c  
on Page 35-6  
Charles H. DuVene Registerby ll ac H

STATE OF MICHIGAN,

County of Midland } ss.

On this 2nd day of August, 19 46, before me,  
a Notary Public of Jackson County, Michigan, acting in Midland County,  
personally appeared Oscar W. Mason and Pearl I. Mason

to me known to be the same persons named in and who executed the foregoing instrument, and  
severally acknowledged the execution of the same to be their free act and deed.

Roy J. Cook  
Roy J. Cook  
Notary Public, Jackson Co., Mich.

My commission expires June 21, 1947.

## RIGHT OF WAY

Parcels No. 8 &amp; 10

LIBER 72 PAGE 33

Robert E. Mason and Ursula M. Mason, his wife and in her own right; Anthony J. Furst, Jr. and Margaret E. Furst, his wife and in her own right

first parties, in consideration of One Dollar (\$ 1.00 ) to them

paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~xxxxx~~ 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 following described parcels of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Hope County of Midland, and State of Michigan, to-wit: The Northwest one-quarter ( $\frac{1}{4}$ ) of the Northwest fractional one-quarter ( $\frac{1}{4}$ ) of Section twenty-one (21) and the North one-half ( $\frac{1}{2}$ ) of the Southwest fractional one-quarter ( $\frac{1}{4}$ ) of Section twenty-one (21), except a parcel of land containing thirty (30) acres off the North side thereof being in Township sixteen (16) North, Range one (1) East.

The route to be taken by said lines of ~~xxxxx~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows

Second party may locate said route East of and not more than three hundred (300) feet from the center line of the highway on the West side of said above described land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the West line of said land.

With full right and authority to the 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 constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~xxxxx~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use 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.

Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 7th day of August, 1946.

Signed, Sealed and Delivered in Presence of

*Dolores Mason*  
Dolores Mason

*Roy J. Cook*  
Roy J. Cook

*Anthony J. Furst, Jr.* (L. S.)  
Anthony J. Furst, Jr.

*Margaret E. Furst* (L. S.)  
Margaret E. Furst

*Robert E. Mason* (L. S.)  
Robert E. Mason

*Ursula M. Mason* (L. S.)  
Ursula M. Mason

LIBER

72 PAGE 34

by file

on Page 33-4

REGISTER'S OFFICE,  
MIDLAND COUNTY, ss.  
Received for Record the 14th day of August, A. D., 1946 at 10 o'clock A.M., and Recorded in Liber 72 of 1783.

MILK

Robert E. Mason, et al  
to  
Consumers Power Company

STATE OF MICHIGAN, }  
County of Midland } ss.

On this 7th day of August, 19 46, before me, a Notary Public of Jackson County, Michigan, acting in Midland County, personally appeared Robert E. Mason, Ursula M. Mason, Anthony J. Furst, Jr. and Margaret E. Furst

to me known to be the same person s. named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Roy J. Cook  
Roy J. Cook  
Notary Public, Jackson Co., Mich.

My commission expires June 21, 1947.

1924

RIGHT OF WAY

Robert E. Mason and Ursula M.  
Mason, his wife  
to  
Iosco Land Company,  
a Corporation

Dated January 9, 1924  
Consideration \$1.00  
Filed May 12, 1924, 10:30 A.M.  
Recorded 105 of Deeds 18

Convey and warrant the easement and right to erect and maintain electric lines, consisting of towers, wires, etc., for the purpose of transmitting and distributing electricity, on, over, and across the  $N\frac{1}{2}$  of SW  $\frac{1}{4}$  of Section 21, T16N, R1E, EXCEPT a parcel of land containing 30 acres off the North side thereof.

Towers to be set West of and along and adjoining as near as practicable the East line of said above described land.

Second party to pay first party the sum of \$25.00 for each tower set on said land. The same to be paid before any work is done on the land and also to pay for any damage to crops in erecting and maintaining said line of towers and wires.

Acknowledged by said first parties, January 9, 1924, before Arthur McCreery, Notary Public, Jackson County, Michigan, acting in Midland County, Michigan.  
Comm. exp. January 30, 1927.

2 witnesses.

*Inducted*

AGREEMENT REGARDING EASEMENT

Bullock to Edenville (North)

Order #25934861

050-021-300-019-00  
Midland County

MI#00000021875  
Tract #198-D6-3

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of September, 2016 by and between Consumers Energy Company, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter referred to as "Consumers"), Michigan Sugar Company, a Michigan cooperative corporation, formerly known as Monitor Sugar Company, a Michigan corporation, 122 Uptown Drive, Bay City, Michigan 48708, hereinafter referred to as "Owner";

WITNESSETH:

WHEREAS, An easement was given by Robert E. Mason and Ursula M. Mason, his wife, to Iosco Land Company, by instrument dated January 9, 1924 and recorded May 12, 1924, in Liber 105 of Deeds, Pages 18-19, Midland County Records, hereinafter referred to as "Easement", in over, through and across the following described lands, hereinafter referred to as the "Original Easement Property", located in Hope Township, Midland County, Michigan:

The North 1/2 of the Southwest fractional 1/4 of Section 21, T16N, R1E, except a parcel of land containing 30 acres off the North side thereof.

WHEREAS, the Easement is now held by Consumers.

WHEREAS, Owner is current owner of all or a portion of the Original Easement Property, said portion (hereinafter "Owner's Property") being described as follows:

**A piece of land beginning 563 feet South of the Southwest corner of the Northwest quarter (1/4) of Section 21. Thence East 2320 feet, thence South 752 feet, thence West 1830 feet, thence North 686 feet, thence West 490 feet, thence 66 feet to the place of beginning.**

Except

Part of the Southwest  $\frac{1}{4}$  of Section 21, Town 16 North, Range 1 East, Hope Township, Midland County, Michigan, being further described as commencing at the West  $\frac{1}{4}$  corner of said Section; thence S00°00'00"W, 629.00 feet, along the West Section line; thence N89°52'12"E, 490.00 feet, parallel with the South  $\frac{1}{8}$  line; thence S00°00'00"W, 387.43 feet, parallel with said West Section line to the point of beginning; thence N89°52'12"E, 1831.62 feet to the North-South  $\frac{1}{4}$  line; thence S00°11'12"W, 305.63 feet, along said  $\frac{1}{4}$  line to said South  $\frac{1}{8}$  line; thence S89°52'12"W, 1830.63 feet, along said South  $\frac{1}{8}$  line; thence N00°00'00"E, 305.63 feet to the point of beginning, containing 12.85 acres, more or less,

Located in the Township of Hope, County of Midland.

WHEREAS, not all of Owner's land is required for use by Consumers in connection with the exercise of the rights granted to Consumers pursuant to the Easement, and;

WHEREAS, Consumers is willing to describe and limit its easement to a defined strip across Owner's Property and to release the remainder of Owner's Property BUT NO OTHER PROPERTY from the terms and provisions of said Easement under the conditions herein provided and mutually agreed upon by Consumers and Owner.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Consumers and Owner hereby agree that the said Easement as it affects Owner's Property shall be, from and after the date hereof, limited to and exercisable only to a strip of land (hereafter "Easement Strip"), described as follows:

An 80 foot-wide strip of land, being 40 feet on each side of the centerline of the line constructed on Owner's Land, as of the date of this Agreement.

FURTHER SAVING AND EXCEPTING TO Consumers, its successors and assigns, the right to unimpaired access to Consumers' facilities located within the Easement Strip, and the right of ingress and egress on, over, and through the Owner's land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of any rights reserved to it under the Original Easement or this Agreement on the Easement Strip.

Consumers intends that all of the rights and privileges it acquired pursuant to the instrument described above shall remain in full force and effect with respect to the Easement Strip. Without limiting the foregoing, Owner covenants and agrees, as part of the consideration for this Agreement:

1. Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Strip, whether temporary or permanent, natural or man-made, without an agreement with Consumers recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned. Notwithstanding the prior sentence, Owner is permitted to drainage tile.
2. Trees and Other Vegetation: Owner shall not plant any trees within the Easement Strip. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Strip and, notwithstanding specification of the width of the Easement Strip, and notwithstanding any other provisions hereof, any trees, brush, or other vegetation located outside of the Easement Strip which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.



3. Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Strip without an agreement with Consumers recorded in the register of deeds for the county in which Owner's Land is situated allowing said alteration.
4. Owner agrees that when the word "towers" as it appears in the Easement, the same shall, with respect to Owner's Property, be deemed to read to include "poles".

The benefits hereof shall accrue to and the obligations hereof shall bind the heirs, successors, and assigns of the respective parties, and the agreements and covenants set forth herein shall be perpetual and at all times construed as covenants running with the land.

Except as herein modified, all right, title and interest of every kind and nature as contained in the Easement is fully reserved by Consumers and shall otherwise remain in full force and effect as to the Easement Strip and the remainder of the land described in the Easement. It is expressly understood that this Agreement is intended to affect only Consumers' easement interests recorded in Liber 105 of Deeds, Pages 18-19, Midland County Records and only as to Owner's Land, and shall not be construed to in any way affect any other easement interests that Consumers' may hold on Owner's Property or otherwise.

Consumers' nonuse or limited use of this Easement Strip shall not preclude Consumers' later use of this Easement to its full extent.

Owner covenants with Consumers that they are the lawful fee simple owner of the lands described above, and that they have the right and authority to enter into this agreement.

This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused the agreement to be executed and have affixed their respective signature as of the day and year first written above.

Date: September 13, 2016

Owner:

Michigan Sugar Company, a Michigan cooperative corporation,  
formerly known as Monitor Sugar Company, a Michigan corporation

By: James H. Ruhlman  
James H. Ruhlman

Its: Executive Vice President

Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ Bay \_\_\_\_\_ County, Michigan,  
on Sept. 13, 2016, by James H. Ruhlman, Executive Vice President, of Michigan Sugar Company, a Michigan  
cooperative corporation, formerly known as Monitor Sugar Company, a Michigan corporation, on behalf of the corporation.

Julie Kay Perry  
Julie Kay Perry Notary Public  
Saginaw County, Michigan

Acting in \_\_\_\_\_ Bay \_\_\_\_\_ County

My commission expires: April 25, 2017

Date: 9/20/16

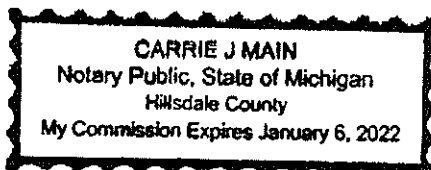
Consumers Energy Company, a Michigan corporation

By: Michael S. Brister  
MICHAEL S. BRISTER

Its: PROJECT MANAGER, REAL ESTATE ACQUISITION

Acknowledgment

The foregoing instrument was acknowledged before me in Jackson County, Michigan,  
on September 20, 2016, by Michael S. Brister its  
Project Manager, Real Estate Acquisition of Consumers Energy  
Company, a Michigan corporation, for the corporation.



Carrie J. Main  
Hillsdale Notary Public  
County, Michigan  
Acting in Jackson County  
My commission expires: 1-6-2022

Prepared by:  
Tracy VanWoert, 8-10-2016, rev. msb 8-25-16  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

Return recorded instrument to:  
Carrie Main, EP7-471  
Business Services  
Consumers Energy Company  
One Energy Plaza  
Jackson MI 49201

**2026R-00384**

STATE OF MICHIGAN - MIDLAND COUNTY  
RECEIVED: 01/15/2026 08:40 AM  
RECORDED: 01/15/2026 08:38 AM  
JENNIFER M. ANWAY, REGISTER OF DEEDS



**AFFIDAVIT  
NOTIFICATION OF EXISTENCE  
OF RIGHT-OF-WAY OR EASEMENT  
HARRIS DRAIN**

For purposes of notification for all interested parties, let it be known that a Right-of-Way/Easement to the Harris Drain Drainage District exists for what is now known as the Harris Drain, a legally established county drain, for purposes of operating, constructing, improving, and maintaining the Harris Drain. This Affidavit is to confirm that the Right-of-Way/Easement is on file in the office of the Midland County Drain Commissioner, 220 W Ellsworth Street, Midland, Michigan 48640, and that the Right-of-Way/Easement is more particularly described as follows:

**Right-of-Way/Easement Description (Exhibit 1):**

A Right-of-Way/Easement was granted for a strip of land 40 feet wide on each side of the center line of said drain (for a total width of 80 feet), and the sufficient width of ground on each side of the center line of said drain for construction and deposit of excavations, and also the extreme width of said drain, and also a release of all claims for damages, as described in the attached as *Exhibit 1*.

**The Parcels Covered by said Right-Of-Way/Easement are as follows:**

**Parcel ID: 050-021-300-045-00**

**Owner: BRADFIELD, KENNETH C  
215 E BAKER RD  
HOPE, MI 48628**

**Legal description in Hope Township, Midland County, State of Michigan:  
SEC 21 T16N R1E COM 1315 FT S & 490 FT E OF W 1/4 COR, TH N 305.63 FT, E  
1831.62 FT, S 305.63 FT, W 1830.63 FT.**

**Parcel ID: 050-021-300-019-00**

**Owner: MONITOR SUGAR CO**



122 UPTOWN DR STE 300  
BAY CITY, MI 48708

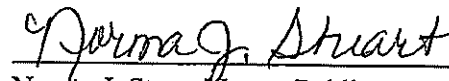
Legal description in Hope Township, Midland County, State of Michigan:  
SEC 21 T16N R1E COM 276 FT S OF W 1/4 COR, TH E 521 FT, S 287 FT, E 1799 FT, S  
452 FT, W 1831.62 FT, N 387.48 FT, W 490 FT, N 353 FT.

Dated: Jan 14, 20 26

  
Joseph Sova  
Midland County Drain Commissioner  
On behalf of the Harris Drain  
Drainage District

STATE OF MICHIGAN     )  
                                          ) ss  
COUNTY OF MIDLAND    )

On this 14th day of January, 20 26,  
personally appeared Joseph Sova, Midland County Drain Commissioner on behalf of the Harris  
Drain Drainage District, to me known to be the person described and who executed the foregoing  
instrument and acknowledge that he executed the same as his free act and deed.

  
Norma J. Stuart Notary Public  
State of Michigan, County of Midland  
My Commission Expires: 08/29/2029  
Acting in the County of Midland

**DRAFTED BY/RETURN TO:**  
Joseph Sova  
Midland County Drain Commissioner  
220 W Ellsworth Street  
Miland, MI 48640  
(989) 832-6770

# EXHIBIT 1

For and in Consideration of prospective benefits to be derived by me by reason of the locating, establishing and constructing of a certain drain under the supervision of the County Drain Commissioner of the County \_\_\_\_\_ of Midland and State of Michigan, as hereinafter described, I Robert Mason of Hoppe Township do hereby convey and release to the County \_\_\_\_\_ of Midland aforesaid the Right of Way for a certain drain hereinafter more particularly designated, over and across the following lands owned (or occupied) by me, and situated in the township of Hoppe county and state aforesaid, and further described as

Q 40 a 7 N 1/2 of P 14 1/2 Sec 21 T 16 N R 1 E

The right of way hereby conveyed and released is for the sole and only purpose of locating and constructing over and across said premises a certain drain, application for which in writing has been made on the 3rd day of July A. D. 1905 by John Elmore and others and the necessity for which has been determined by the said Drain Commissioner in his order, bearing date the 8th day of August A. D. 1906, in which said order the route and course of said drain is described as follows, to wit:

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of said drain, as shown in the survey thereof, to which survey reference is hereby made for a more particular description, and includes a release for all claims to damages in any way arising from or incident to the opening and maintaining of said drain across said premises, and also sufficient ground on either side of the center line of said drain for the construction thereof and for the deposit of the excavations therefrom.

Witness my hand and seal this 21st day of Dec A. D. 1906

Signed, Sealed and Delivered in Presence of

STATE OF MICHIGAN, } ss.  
County of Midland.

Be it remembered, That on this 21st day of Dec A. D. 1906 before me, a Notary Public in said county, personally came Robert Mason to me known to be the person who executed the foregoing instrument, and acknowledged the execution thereof as his free act and deed.

**In the Township of Hope, Midland, County,  
Michigan.**

By order of  
F. H. ORNSTED,  
County Union Commissioner.  
T. GINN, Surveyor.