

GRANT OF EASEMENT made this ____ day of _____, 20 __, between Cohoctah Township, a municipal corporation having its principal office at 10518 Antcliff Rd, Fowlerville, MI 48836 (hereinafter referred to as "Grantor") to Surf Air Wireless, LLC D/B/A Surf Internet, a limited liability corporation of the State of Delaware, having its principal office at 228 Waterfall Dr, Elkhart, IN 46516 (hereinafter referred to as "Grantee").

WHEREAS, the Grantor owns in fee a certain parcel of land situated at 10518 Antcliff Rd, Fowlerville, MI 48836, in the County of Livingston, State of Michigan, as shown on **EXHIBIT "A"**, attached hereto and hereby made part of this Grant.

NOW, THEREFORE, WITNESSETH:

FIRST: That for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Grantor grants unto the Grantee, its successors and assigns, the right, privilege and authority to construct, place, operate, replace, remove, repair and maintain service lines, including buried cable, cabinets, conduits, handholes, generator, propane tank, poles, and such crossarms, guys, stubs, anchors, cables, wires and fixtures as the Grantee may from time to time deem necessary upon, over, under and along the said land and the highways adjoining or upon said land, approximately as shown on **Exhibit "B"**, **together with the right of ingress and egress** to exercise all of the rights herein granted and with the right to trim any trees and roots along said lines, as reasonably necessary, to keep the said facilities free and clear from interference on said land and said highways.

SECOND: The exclusive and permanent right-of-way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip by others, including Grantor and to prohibit surface or subsurface structures or otherwise of others, including Grantor, which might damage or interfere with the operation and maintenance of Grantee's facilities without the prior written consent of Grantee, but is not intended to prohibit crossing of said easement strip so long as such crossings do not interfere with or prohibit the full use of the easement herein granted. Grantor agrees with the Grantee, on behalf of himself, his successors and assigns, and as a covenant running with the land, that the grade existing at the time of execution of this grant of easement will remain undisturbed and unchanged.

THIRD: The Grantor hereby grants unto the Grantee, its successors and assigns the right to permit the attachment of the communication and electric service wires and facilities of other utility companies and to convey to such other companies an interest in the rights granted under this Grant.

FOURTH: It is a condition of this Grant that each corporation receiving this Grant shall pay the cost of guarding adequately all excavations made by that corporation under this Grant and pay the cost to restore or repair any damage done by that corporation to the property of the Grantor while placing, replacing, relocating, operating, repairing, maintaining, renewing or removing its facilities, and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur through the negligence of that corporation.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed under seal the day and year first above written.

Witness

By _____

STATE OF MICHIGAN)
) ss.:
COUNTY OF LIVINGSTON)

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

The South one hundred (100) feet of a piece of land described as follows: To-wit; Beginning at a point twenty (20) feet North of the Southwest corner of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section nine (9); thence North twelve (12) rods and seven (7) feet; thence East ten (10) rods; thence North four (4) rods; thence East to center of creek; thence Southerly in center of creek to a point due East of the place of beginning; thence West to the place of beginning, all being in Township (4) North, Range four (4) East, Michigan.

Otherwise known as 10518 Antcliff Rd, Fowlerville, MI 48836

LIBER 252 PAGE 624		Recorded: <u>September 2nd, 1950</u> at <u>11:00</u> o'clock <u>A.M.</u> Liber <u>252</u> of Deeds, Page <u>624</u> <u>Frank D. Bush,</u> Register of Deeds.
RECORDED IN DEEDS		
WARRANTY DEED—SHORT—891 <small>(Printed Copy Form) REGISTERED BOOK & CO. Kalamazoo, Mich. 49001</small>		
This Indenture, made this <u>31st</u> day of <u>August</u> 19 <u>50</u> BETWEEN <u>Howard C. Woodruff and Katie M. Woodruff, his wife,</u>		
and <u>Township of Cohoctah, Livingston County, Michigan</u>		parties of the first part,
Witnesseth, That the said part <u>ies</u> of the first part, for and in consideration of the sum of <u>One and more</u> Dollars,		
to <u>them</u> in hand paid by the said part <u>y</u> of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said part <u>y</u> of the second part, and <u>its successors</u> and assigns, FOREVER, all <u>that</u> certain piece or parcel of land situate and being in the <u>Township</u> of <u>Cohoctah</u> County of <u>Livingston</u> and State of Michigan, and described as follows, to-wit:		
<p style="margin: 0;"> The South one hundred (100) feet of a piece of land described as follows: To-wit; Beginning at a point twenty (20) feet North of the Southwest corner of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section nine (9); thence North twelve (12) rods and seven (7) feet; thence East ten (10) rods; thence North four (4) rods; thence East to center of creek; thence Southerly in center of creek to a point due East of the place of beginning; thence West to place of beginning, all being in Township four (4) North, Range four (4) East, Michigan. </p>		
Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining, <u>To Have and to Hold</u> the said premises, as herein described, with the appurtenances, unto the said part <u>y</u> of the second part and to <u>its successors</u> and assigns, FOREVER. And the said <u>Howard C. Woodruff and Katie M. Woodruff, his wife,</u> part <u>ies</u> of the first part, for <u>themselves, their heirs, executors and administrators,</u> do covenant, grant, bargain and agree to and with the said part <u>y</u> of the second part <u>its successors</u> and assigns, <u>that at the time of the enrolling and delivery of these presents they are</u> well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever.		
and that <u>they</u> will, and <u>their</u> heirs, executors, and administrators shall <u>Warrant and Defend</u> the same against all lawful claims whatsoever,		
In Witness Whereof, The said part <u>ies</u> of the first part ha <u>ve</u> hereunto set <u>their</u> hand <u>and</u> seal <u>the day</u> and year first above written.		
Signed, Sealed and Delivered in Presence of <u>J. B. Mansell, Jr.</u> <u>Leola Jackson</u>		<u>Howard C. Woodruff</u> (L. S.) <u>Katie M. Woodruff</u> (L. S.) _____ (L. S.) _____ (L. S.)
STATE OF MICHIGAN,} COUNTY OF <u>Livingston</u> } On this <u>31st</u> day of <u>August</u> 19 <u>50</u> before me, <u>a Notary Public</u> in and for said County, personally appeared <u>Howard C. Woodruff and Katie M. Woodruff, his wife,</u>		

Dec 1

NW 1/4
40 AC

NE 1/4
40 AC

NW 1/4
40 AC

NE 1/4
40 AC

NW 1/4 of Sec 9.

1500 ~

NE 1/4 of Sec 9
1600 AC

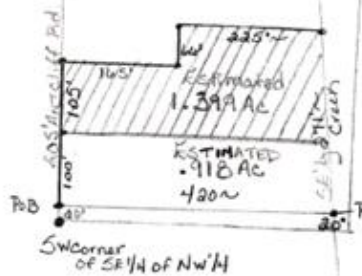
SW 1/4
40 AC

SW 1/4
40 AC

1300 ~

SE 1/4
40 AC

Used -
1" = 200'
10 Scale
for
Parcel
drawing.
by enough to
see.



PT Due East from POB

(South 100' feet)

Legal: 20' North SW Corner

TH N 12 Rods x 16.5' = 198' + T' = 205'

TH E 10 Rods x 16.5' = 165'

TH N 4 Rods x 16.5' = 66'

TH E to Creek - 1st approx 390' from Ctr Anteliff on North line from county map using scale 1" = 600'

390' - 165' = 225' estimated

TH Southwly c/c Creek to PT Due East from Part of Beginning (POB). Let @ 66' + 205' = 271' Est

Cty map measured 1st approx 420' ~ @ South end of fraction.

Probi
horo
running
SE by.

SW 1/4 of Sec 9

SE 1/4 of Sec 9
160 AC

Parcel Size Estimated from data given.

$$205' \times 420' = 86,100 \#$$

$$66' \times 225' = 14,850 \#$$

$$100,950 \# \div 43,560 \# = 1000$$

$$= 2.32 \text{ or } 2.3175 \text{ acres}$$

$$100' \times 420' = 40,000 \#$$

~ = Estimated from info available.

$$1 \text{ Rod} = 16.5'$$

$$43,560 \text{ Sq ft} = 1 \text{ Ac}$$



EXHIBIT B



Easement described as: Beginning at Northwest corner of parcel thence East one hundred seventy five (175) feet; thence south eighteen (18) feet; thence West thirty (30) feet; thence North twelve (12) feet; thence west one hundred forty five (145) feet; thence North six (6) feet to the place of beginning.