

13

TITLE DATA

CONSUMERS POWER COMPANY

Harold E. Sydow & wf.

TRACT 446-D85-15

Easement

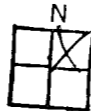
NAME OF GRANTOR 9-6-73 10-15-73 248 436

ACCOUNT NO.

MAP 6

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

EMMET TO RIGGSVILLE - MCGULPIN (138 KV)



LIBER 248 PAGE 436

Form 314 7-70

EASEMENT

Harold E. Sydow, also known as Harold Sydow and Lela M. Sydow, also known as Lela Sydow, his wife, Route #2, West Conway Road, Harbor Springs, Michigan

Grantor, in consideration of One and no/100 Dollars (\$ 1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 W. Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, pole structures, poles, or any combination of same, wires, cables, conduits, crossarms and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and electric control circuits and devices on, over, under and across the following described land, including all public highways upon or adjacent to said land, which land is situate in the Township of Little Traverse County of Emmet and State of Michigan, to-wit:

The East 3/4 of the West 1/2 of the Northeast 1/4 and the West 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 14, Township 35 North, Range 5 West, excepting therefrom the North 300 feet of the East 40 rods of the West 60 rods of the Northeast 1/4 of said Section.

The center line of said line of towers, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

In a Northerly and Southerly direction Westerly of and along and not more than 1300 feet nor less than 1240 feet from the East line of Section 14, Township 35 North, Range 5 West.

Also conveying the full right and authority to Grantee, 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, patrolling, improving, enlarging and maintaining such towers, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and electric control circuits and devices.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush on the land of the Grantor described in this easement within 25 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 50 feet in height on the land of the Grantor described in this easement within 105 feet on either side of the center line of the towers, pole structures or poles. It is expressly agreed that the complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future. Grantee may enter upon said land, from time to time, to cut, trim, remove or otherwise control trees and brush as aforesaid.

It is expressly agreed that, for the protection of said electric line, no buildings or other structures will be placed within 36 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of the electric line.

It is expressly understood that nonuse or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein conveyed.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument this 6th day of September, 1973

WITNESSES:

Jean M. Lichius
Martin T. Patterson

Harold E. Sydow
Lela M. Sydow

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Rows for MUNICIPALITY (MICHIGAN), COUNTY (Emmet), TOWNSHIP (T 35 N), SECTION (14), TOWN (Little Traverse), RANGE (R 5 W). Includes a grid for PLAT OR AREA.

MAPPED AND CHECKED

State of Michigan } Recorded 15th Day of
County of Emmet } Oct. A.D. 1973 at 1:10
O'clock P.M. Frank J. Bohan
REGISTRAR OF DEEDS

GENERAL ENGINEERING MAP REFERENCES

Uds- Map No. F-17781 Sheet 1 of 6 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 _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 446-D85-15 (Contd)

NAME OF GRANTOR

ACCOUNT NO.

MAP

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

(INDIVIDUAL ACKNOWLEDGMENT)

LIBER 248 PAGE 437

STATE OF MICHIGAN)
) ss.
County of Emmet)

The foregoing instrument was acknowledged before me this 6th day of September, 1973, by Harold E. Sydow and Lela M. Sydow

Martin T. Patterson
Notary Public, Kent County, Michigan
My commission expires May 19, 1975

INDEXED

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of)

The foregoing instrument was acknowledged before me this ___ day of ___, 19__ by _____

Notary Public, ___ County, Michigan
My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of)

The foregoing instrument was acknowledged before me this ___ day of ___, 19__ by _____, a President of _____ corporation, on behalf of the corporation.

Notary Public, ___ County, Michigan
My commission expires _____