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13/29

TITLE DATA

MICHIGAN STATE

Emmet COUNTY

Little Traverse TOWNSHIP

CONSUMERS POWER CO.

Harbor Springs Area Sewage Disposal Authority

11 & 14 SECTION

35N 5W TOWNSHIP RANGE

TRACT 447-D85-2 MAP 6 16

Easement 3-10-77 5-3-77 274 566

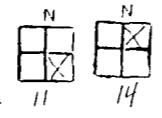
MUNICIPALITY 11 D. 5544

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

EMMET-RIGGSVILLE-MC GULPIN 138KV

State of Michigan Recorded 3rd Day of May A.D. 1977 at 1:30 P.M. by Julie E. Boer REGISTER OF DEEDS

File #3698 EASEMENT LIBER 274 PAGE 566



86, 87, 88

LIBER 274 PAGE 567

HARBOR SPRINGS AREA SEWAGE DISPOSAL AUTHORITY, Harbor Springs, Michigan, 49740, Grantor, in consideration of the sum of Eight Thousand Five Hundred (\$8,500.00) Dollars, to it 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 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, Emmet County, Michigan, to-wit:

The East 3/4 of the Southeast Quarter (SE 1/4) of Section 11 and the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 14, excepting therefrom the East 10 rods of the North 16 rods thereof, all in Township 35 North, Range 5 West.

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

Beginning at a point not more than 150 feet nor less than 90 feet North of the South line of Section 14, Town 35 North, Range 5 West, at a point not more than 1300 feet nor less than 1240 feet West of the East line of said section, running thence Northerly to a point not more than 1300 feet nor less than 1200 feet West of the East line of Section 11, Town 35 North, Range 5 West, at a point not more than 2050 feet nor less than 2000 feet North of the South line of said Section 11, running thence Northerly to the East and West quarter line of said Section 11 at a point not more than 1300 feet nor less than 1240 feet West of the East line of said Section 11.

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 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.

Grantee agrees that in the clearing of the easement, within 40 feet on each side of the center line of the pole structures, poles and wires comprising said electric line, no evergreen trees under five (5) feet in height shall be removed, within 75 feet on each side of the center line of the pole structures or poles, excepting therefrom a strip of land 20 feet in width, being 10 feet on each side of said center line of the proposed electrical line whereas all trees and brush may be removed for the construction of said line, Grantee may trim or remove such trees as shall be marked by Grantee and as shall be mutually agreed to by Grantor and Grantee. It is agreed that in the removal of the trees, all brush and clippings shall be ground up and not be left on the site. Grantee further agrees to pay up to the sum of Three Hundred (\$300.00) Dollars for screen planting along the roadway.

Grantee further agrees, at its own expense, to construct gates required for access to the lands described in this easement and the Grantor shall have the use and access to these gates and easement lands which does not interfere with Grantee's use and occupation.

It is expressly agreed that, for the protection of said electric line, no buildings or other structures will be placed within 36 feet on each side of the center line of the 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 or has caused this instrument to be executed by its Chairman and Secretary this 10th day of March, 1977.

Witnesses: John H. Johnson, Fred O. Benson

HARBOR SPRINGS AREA SEWAGE DISPOSAL AUTHORITY, By: Harold Hahn, Chairman, A. C. Wager, Secretary

STATE OF MICHIGAN) COUNTY OF EMMET)

The foregoing instrument was acknowledged before me this 10th day of March, 1977, by Harold Hahn, Chairman and A. C. Wager, Secretary, of Harbor Springs Area Sewage Disposal Authority, a Michigan corporation, on behalf of the corporation.

Drafted by: Seberon Litzemberger, Marco, Litzemberger and Smith, 300 Park Avenue, Petoskey, Michigan 49770. Notary Public, Emmet County, Michigan, My comm. expires: 12-10-80

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-177.81 Sheet 142 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 _____

In the file are two prior esmts not needed for line construction.

Mildred A. Yoder 9-26-73 L249 P07

Lois A. Bowen Turner 1-18-74 L252 P750