

13

TITLE DATA

CONSUMERS POWER COMPANY

16

TRACT 534-D114-2

Glenn L. Smith, et al

Easement 7-7-66 8-22-66 273 231 284000

ACCOUNT NO. U. 540104

MAP 2

BOARDMAN-WEXFORD 273 PAGE 231 Parcel #63
RIGHT OF WAY
Recorded 22nd day of AUGUST A.D. 1966 at 9:00 o'clock A.M.
Liber 273 Page 231-232
Headly Register of Deeds

MICHIGAN Grand Traverse Paradise
STATE COUNTY TOWNSHIP
15 T 25 N R 10 W
MUNICIPALITY SECTION TOWN RANGE

Glenn L. Smith and Marjorie Smith, his wife, 5702 North 13th. Place, Phoenix, Arizona; James D. Brandon and Barbara J. Brandon, 212 Country Club Circle, Midwest City, Oklahoma, first part 1st, in consideration of One and no/100 Dollars (\$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 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 Paradise County of Grand Traverse and State of Michigan, to-wit:

The West 1/2 of the Northeast 1/4 of Section 15, Township 25 North, Range 10 West.

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

In a Northerly and Southerly direction East of and not more than 120 ft. from the North and South 1/4 line of Section 15, Township 25 North, Range 10 West.

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, patrolling, improving, enlarging and maintaining such cables, conduits and 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, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said 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 seal of the parties of the first part, this 7th day of July, 1966.

Signed, Sealed and Delivered in Presence of
Marjorie Smith (L.S.)
Glenn L. Smith (L.S.)
James D. Brandon (L.S.)
Barbara J. Brandon (L.S.)

On this 7th day of July 1966, before me, Martin J. Kaiser, Philippine Section, US Coast Guard, personally appeared Glenn L. Smith and Marjorie Smith

Glenn L. Smith and Marjorie Smith

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.

Martin J. Kaiser, Commander, Philippine Section, Ohio US Coast Guard

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost - IR-4, Exhibit 114a-4 on Dec 1967, Jul 1967, and Oct 1968.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Plan No. F-16748 Sheet 4 of 6 Sheets
Plan & Title 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 _____

ACCOUNT NO. _____

MAP 2 _____

104 34
1

LIBER 273 PAGE 232

STATE OF HAWAII

On this _____ day of _____, 1966, before me, a
Notary Public of the State of Hawaii, acting in the State of Hawaii, personally appeared

_____ 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.

Notary Public, State of Hawaii

My commission expires _____

RETURN TO L...
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
DACKSON, MICHIGAN

State of Oklahoma
County of Oklahoma

On this 11th day of July 1966, before appeared, James D. Brandon
and Barbara J. Brandon 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.

W. M. Kelly
Notary Public

My comm. expires April 6, 1969

REGISTERS OFFICE, ss.
Grand Traverse County,
Received for record the 22nd
day of August, A. D. 1966
at 9:00 o'clock A.M. and
recorded in Liber 273 of
Records on Page 231-232
W. M. Kelly
Register

*not
D. W. P. ...
7-20*

104 34

TITLE DATA

CONSUMERS POWER COMPANY

Glenn L. Smith, et al

TRACT 534-D114-2 Cont'd.

Tree Voucher | 7-5-66 | 8-22-66 | 273 | 233 | 284000

ACCOUNT NO. 11.552.307

MAP 2

BOARDMAN-WEXFORD

Parcel #63

1047
D.M.
10/2/66

for 273 and 233

Glenn L. Smith and Marjorie Smith, his wife, 5702 North 13th Place, Phoenix, Arizona; his wife James D. Brandon and Barbara J. Brandon, 212 Country Club Circle, Midwest City, Oklahoma, as First Party, for and in consideration of the sum of Two-hundred and no/100 Dollars (\$200.00) to them in hand paid by CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan, with its principal office therein, at 212 West Michigan Avenue, Jackson, Michigan, as Second Party, receipt of which is hereby acknowledged, does hereby CONVEY AND QUITCLAIM unto the said Second Party all of First Party's right, title and interest in and to:

All trees and brush now standing or growing on a strip of land 210 feet wide, being 105 feet on each side of the center line of Consumers Power Company's proposed electric transmission line as now or hereafter located across the premises described below, including the right to keep said strip of land clear of trees and brush except Conifer trees less than 15 feet in height. Also all Conifer trees on a strip of land 12 1/2 feet wide on each side of the center line of Consumers Power Company's proposed electric transmission line and all Conifer trees within 50 feet of angle poles and/or pole structures as now or hereafter located on the premises described below. There is expressly reserved to First Party herein the right to grow trees and harvest same to a height of not more than 15 feet on the area 25 feet in width, being 12 1/2 feet on each side of the center line of Second Party's electric transmission line. It is understood and agreed that, in the event any trees located on said strip of land 25 feet in width are not cut or removed before exceeding 15 feet in height, Consumers Power Company, its successors and assigns, shall have the right to enter upon said land and cut and remove all trees without any additional compensation being paid to First Party, their heirs or assigns, all of said land being in the Township of Paradise, County of Grand Traverse and State of Michigan, known and described as follows:

The West 1/2 of the Northeast 1/4 of Section 15, Township 25 North, Range 10 West.

Any act or failure to act on the part of Second Party in the exercising of the rights herein conveyed shall not be a waiver of Second Party's rights or establish any precedent as to its actions in the future.

IN WITNESS WHEREOF, said First Party has caused this instrument to be executed this 5 day of July, 1966.

Signed, Sealed and Delivered in the Presence of:

Martin J. Kaiser

Marjorie Smith
Marjorie Smith

Glenn L. Smith
Glenn L. Smith

James D. Brandon
James D. Brandon

Barbara J. Brandon
Barbara J. Brandon

STATE OF MICHIGAN

SS.

COUNTY OF XXXXXXXXXXXXXXX

On this 5 day of July, 1966, before me, a Notary Public, Glenn L. Smith and Marjorie Smith, 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:

My Commission Expires

Martin J. Kaiser, Commander, Philippine Section, US Coast Guard

at 9-16-66 D.M.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Sub-headers: MICHIGAN STATE, Grand Traverse COUNTY, Paradise TOWNSHIP, 15 SECTION, T 25 N TOWN, R 10 W RANGE, PLAT OR AREA.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16748 Sheet 4 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 _____

ACCOUNT NO. _____

MAP 2 _____

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RETURN TO STATE EXHIBIT DEPT.
2
131

273 PAGE 234

State of Oklahoma
County of Oklahoma

On this 11th day of July, 1966, before me appeared, James D. Brandon
~~XXXXXXXXXXXX~~ and Barbara J. Brandon 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.

W. C. McHenry
Notary Public

My Comm. Expires April 6, 1969

REGISTERS OFFICE, ss.
Grand Traverse County, 22nd
Received for record the _____
day of August, A. D. 1966
at _____ o'clock A. M. and
recorded in Liber 273 of
Records on Page 233-234.
W. C. McHenry
Register

8/12/66