

14

TRACT 15-D114-5

13

TITLE DATA

Alger E. Lauderbach and wife, Leila B.

NAME OF GRANTOR

Easement 10-27-53 12-30-53 200 579 280800

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

ACCOUNT NO. U. 540104

MAP 10

FORM 321 MULTI

LIBER 200 PAGE 579

Parcel No. 19

Recorded 30th day of December A.D. 1953 at 11:05 o'clock A.M. Liber 200 Page 579

RIGHT OF WAY

Claudio M. Smalley Register of Deeds

MICHIGAN STATE Grand Traverse COUNTY East Bay TOWNSHIP SECTION 30 T27N R10W MUNICIPALITY

PLAT OR AREA

Alger E. Lauderbach and Leila B. Lauderbach, his wife, and in her own right, first parties, in consideration of One 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 East Bay, County of Grand Traverse, and State of Michigan, to-wit:

The Northeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section thirty (30), Township twenty-seven (27) North, Range ten (10) West.

SEE NOTE #1 FOR PARTIAL RELEASE OF ESMT RIGHTS

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:

Second party may locate said route on, over and across said above described land in an easterly and westerly direction north of and not more than 100 feet from the south property line

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 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 at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described 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 poles and wires.

WITNESS the hand and seal of the parties of the first part, this 27th day of October, 1953.

Signed, Sealed and Delivered in Presence of

Jesse Mapes, William R. Thomas, Alger E. Lauderbach, Leila B. Lauderbach

STATE OF MICHIGAN ) On this 27th day of October 1953, before me, a Notary Public of Osceola County, Michigan, acting in Genesee County, personally appeared

Alger E. Lauderbach and Leila B. Lauderbach,

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.

Jesse Mapes, Notary Public, Osceola Co., Mich. My commission expires April 15, 1955.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. IR4, Exh. 114a, Working Papers) dated Dec 1956, July 1957, Nov 1957.

MAPPED AND CHECKED



GENERAL ENGINEERING MAP REFERENCES

Line Map No. P-15532 Sheet 1 of 9 Sheets  
 Plan & Profile No. \_\_\_\_\_ Sheet of Sheets  
 Survey Map No. \_\_\_\_\_ Sheet of Sheets

NOTE #1: (By Sale No. Gd Traverse Co #25) CECO granted an esmt for partial release across the land on the caption of this tract, as follows:

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract \_\_\_\_\_
  - 2. Opinions of Title \_\_\_\_\_
  - 3. Title Search Yes
  - 4. Mortgage Release Liber 26, Page 2
  - 5. Tree Vouchers Forever, all
  - 6. Other Documents as lie within
1. Consumers Energy Company  
 1-17-96 Esmt - Partial Release  
 2. 78 Cherry Ridge Development, Inc.]

The N 1/2 of the SW 1/4 of Sec 30, and the N 1/2 of the SW 1/4 of the SE 1/4 of Sec 30, all in T27N, R10W, exc the plat of Cherry Riedge Estates as recorded in Liber 14 of Plats, Pg 85, Gd Traverse Co Records, and also exc that part of the NE 1/4 of the SE 1/4 of sd Sec 30, more fully desc as: Comm at the E 1/4 cor of sd sec: th S 00° 21' 55" W alg the E ln of sd sec, 446.09 ft to the POB of this exception; th continuing S 00° 21' 55" W alg sd E ln, 464.01 ft; th S 89° 26' 15" W 320.04 ft; th N 00° 21' 55" E parallel to sd E ln, 464.01 ft; th N 89° 26' 15" E 320.04 ft to the POB.

Exc and reserving to Grantor, its successors and assigns, a 72-foot wide esmt lying 36 ft each side of and adjoining the cen ln of an existing elec trans pole line, sd cen ln being more particularly desc as: Comm at the E 1/4 cor of sd Sec 30; th S 00° 21' 55" W alg the E ln of sd Sec 30, 1305.23 ft to the POB of sd 72-foot wide esmt; th alg the cen ln of sd esmt N 89° 19' 44" W 2228.20 ft; th S 88° 05' 26" W 292.89 ft; th S 31° 26' 34" W 68.43 ft; th N 86° 41' 29" W 105.61 ft to a pt on the N & S 1/4 ln of sd Sec 30, also being the POE, sd pt also being S 00° 13' 10" W, 1315.00 ft from the cen post of sd Sec 30.

Also exc and reserving from this release all tree trimming rights, more particularly desc as: the full right and authority to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of Grantor, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of Grantor's elec trans ln. It is expressly understood that non-use or a ltd use of this esmt shall not prevent Grantor from later making use of the esmt to the full extent herein authorized, as were granted and conveyed to Grantor in the conveyances set forth in Liber 200 at pg 579, Liber 202 at pg 199, and Liber 258 at pg 238 of Gd Traverse Co Records.

It is the intention hereof to release sd esmts, rights and privileges only insofar as they apply to the premises desc above and said esmts, rights and privileges are to remain in full force and effect as to the remainder of the premises desc in sd conveyance.

FOR OTHER CONDITIONS, SEE ORIGINAL IN FILE.

PARTIAL RELEASE OF EASEMENTS

CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation), Grantor, for valuable consideration paid to it by CHERRY RIDGE DEVELOPMENT, INC., a Michigan corporation, 1381 Three Mile Road, Traverse City, Michigan, Grantees, receipt of which is hereby acknowledged, does hereby RELEASE and QUITCLAIM unto Grantees, their heirs and assigns, Forever, all easements, rights and privileges, except the reserved rights more fully described below, as lie within the following described land located in the Township of East Bay, County of Grand Traverse and State of Michigan:

The North 1/2 of the Southeast 1/4 of Section 30, and the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 30, all in Township 27 North, Range 10 West, EXCEPT the plat of Cherry Ridge Estates as recorded in Liber 14 of Plats, Page 85, Grand Traverse County Records, and ALSO EXCEPT that part of the Northeast 1/4 of the Southeast 1/4 of said Section 30, more fully described as: Commencing at the East 1/4 corner of said section; thence S 00°21'55" W, along the East line of said section, 446.09 feet to the point of beginning of this exception; thence continuing S 00°21'55" W, along said East line, 464.01 feet; thence S 89°26'15" W 320.04 feet; thence N 00°21'55" E, parallel to said East line, 464.01 feet; thence N 89°26'15" E, 320.04 feet to the point of beginning.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, a 72-foot wide easement lying 36 feet each side of and adjoining the center line of an existing electric transmission pole line, said center line being more particularly described as: Commencing at the East 1/4 corner of said Section 30; thence S 00° 21' 55" W along the East line of said Section 30, 1305.23 feet to the point of beginning of said 72-foot wide easement; thence along the center line of said easement N 89° 19' 44" W, 2228.20 feet; thence S 88° 05' 26" W, 292.89 feet; thence S 31° 26' 34" W, 68.43 feet; thence N 86° 41' 29" W, 105.61 feet to a point on the North and South 1/4 line of said Section 30, also being the point of ending, said point also being S 00° 13' 10" W, 1315.00 feet from the center post of said Section 30.

Also, EXCEPTING and RESERVING from this release all tree trimming rights, more particularly described as: the full right and authority to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of Grantor, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of Grantor's electric transmission line. It is expressly understood that non-use or a limited use of this easement shall not prevent Grantor from later making use of the easement to the full extent herein authorized.

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L. J. C. G. G. G.

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as were granted and conveyed to Grantor in the conveyances set forth in Liber 200 at page 579, Liber 202 at page 199 and Liber 258 at page 238 of Grand Traverse County Records.

It is the intention hereof to release said easements, rights and privileges only insofar as they apply to the premises described above and said easements, rights and privileges are to remain in full force and effect as to the remainder of the premises described in said conveyances.

Grantees, as part of the consideration for the aforesaid RELEASE, covenant and agree that they will not install, construct or permit any buildings or other structures or fences, nor will they plant any new trees within said 72-foot wide strip of land above-described. It being the intent hereof that Grantor shall have the free and unobstructed use of said 72-foot wide strip of land.

The benefits hereof shall accrue to and the obligations hereof shall bind the heirs, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their duly authorized representatives this 17th day of January, 1996.

WITNESSES:

Sue E. Warren  
Sue E Warren

Karen S Malevitz  
Karen S Malevitz

CONSUMERS POWER COMPANY

By William J Meadowcroft  
WILLIAM J MEADOWCROFT

Its General Services-General Supervisor II

12.27.95  
CONSUMERS POWER CO.

CHERRY RIDGE DEVELOPMENT, INC.

Timothy D. Roache  
TIMOTHY D. ROACHE

By Alger E. Lauderbach  
ALGER E. LAUDERBACH

Its President

John F. Kerr, Jr.  
JOHN F. KERR, JR.

By Steven Smith  
STEVEN SMITH

Its Treasurer

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF JACKSON )

The foregoing instrument was acknowledged before me this 17th day of January, 1996, by William J Meadowcroft, ~~General Services General Supervisor II~~ of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

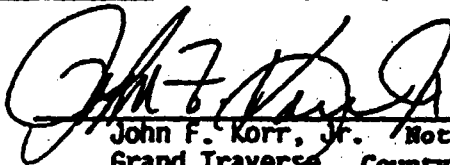


Sue R. Warren  
Notary Public, Jackson County, Michigan

My Commission Expires October 16, 1998

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Grand Traverse )

The foregoing instrument was acknowledged before me this 12th day of January, 1996, by ALGER E. LAUDERBACH, President and STEVEN SMITH, Treasurer, of Cherry Ridge Development, Inc.



John F. Korr, Jr. Notary Public  
Grand Traverse County, Michigan

My Commission Expires 9/30/98

STATE OF MICHIGAN  
GRAND TRAVERSE COUNTY  
RECORDED

19 JAN 96 4:02 P.M.

KARON ANDERSON  
REGISTER OF DEEDS

Prepared by Thomas E. Petko  
Consumers Power Company  
212 West Michigan Avenue  
Jackson, MI 49201-2277