

TITLE DATA

County of Grand Traverse

CONSUMERS POWER COMPANY

TRACT MAP 11 30

NAME OF GRANTOR 1-9-25-73 1-3-21-74 1-357-1-971

ACCOUNT NO 576-5114-30

576-5114-15

DATE OF INSTRUMENT 1-3-21-74 1-357-1-971

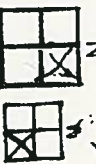
PL 224

MICHIGAN STATE Grand Traverse COUNTY 27 & 34 T 27 N R 11 W SECTION TOWN RANGE

KEYSTONE-SUTTONS BAY

LIBER 357 REC 971

REC'D MARCH 21 1974 11:30 A.M. GRAND TRAVERSE CO. MICH.



EASEMENT

RECORDS

Form: 314

COUNTY OF GRAND TRAVERSE, State of Michigan, a municipal corporation, with its offices at Traverse City, Michigan, by its duly authorized officers, Grantor, in consideration of One and no/100 Dollars (\$1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West 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, cross-arms 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 Garfield, County of Grand Traverse, and State of Michigan, to-wit:

The East 1/4 of the West 1/4 of the Southeast 1/4 of Section 27; the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 27, and the Northwest 1/4 of the Northeast 1/4 of Section 34, all in Township 27 North, Range 11 West, excepting therefrom the Chesapeake and Ohio Railway right of way; also excepting therefrom the Highway.

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:

Beginning on the North and South 1/2 line of Section 27, Township 27 North, Range 11 West, at a point not more than 50 feet North of the South 1/8 Line of said Section, running thence Easterly along and not more than 50 feet North of the said South 1/8 Line of said Section to a point not more than 575 feet nor less than 550 feet East of the said North and South 1/2 line of said Section, thence Southeasterly to a point not more than 950 feet nor less than 900 feet Westerly from the center of the intersection of Keystone and Cass Roads and at a point not more than 140 feet nor less than 115 feet Northerly from the centerline of Cass Road, thence Southeasterly to a point not more than 500 feet nor less than 450 feet Northwesterly of and measured at right angles to the centerline of Keystone Road at a point approximately 25 feet North of the centerline of Cass Road, thence Southeasterly along and approximately 25 feet North of the centerline of Cass Road to the centerline of Keystone Road.

Also conveying the full right and authority to Grantee, its successors, licensees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, 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 36 feet on either side of the centerline of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 105 feet in height on the land of the Grantor described in this easement within 105 feet on either side of the centerline 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 centerline 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 of 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.

MAPPED AND CHECKED

No Restrictions

Handwritten notes: "Not to be used for 1-3-74 1-3-74 1-3-74 1-3-74" and "482"

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes account details: MICHIGAN STATE Grand Traverse COUNTY 27 & 34 T 27 N R 11 W SECTION TOWN RANGE.

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 30 (Cont'd)

ACCOUNT NO. \_\_\_\_\_

MAP \_\_\_\_\_

NAME OF GRANTOR \_\_\_\_\_ DATE OF INSTRUMENT \_\_\_\_\_ DATE OF RECORDED \_\_\_\_\_ LIBR PAGE \_\_\_\_\_

LIBR 357 REC 972

LIBR 357 REC 973

R I D E R

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers this 25 day of Sept, 1973, pursuant to a Motion of the Board of Commissioners dated the 25 day of Sept, 1973.

WITNESSES:

Martha Kerr  
Martha Kerr

Leona Kilmarte  
Leona Kilmarte

By Jackson H. Bensley  
Jackson H. Bensley, Chairman of Board of Commissioners

By Anita Kucera  
Anita Kucera  
Clerk

This rider is attached to and made a part of the easement dated 25 day of Sept, 1973 granted by the County of Grand Traverse to Consumers Power Company, a Michigan corporation respecting premises in the Township of Garfield, County of Grand Traverse, and

WITNESSETH

It is hereby agreed by and between the parties hereto that selective cutting of standing timber is to be incorporated in connection therewith, also screening will be left where practicable and Grantee agrees to leave small and slow growing underbrush. Timber and brush that is cut is to be placed and piled along the edge of the right of way for natural habitat;

It is further agreed that such line of towers, pole structures, poles, wires, cables and conduits shall be constructed so as to span the bog area located along the route of the easement to minimize disturbance of the wildlife habitat located therein.

STATE OF MICHIGAN }  
County of Grand Traverse } SS

The foregoing instrument was acknowledged before me this 25 day of Sept, 1973, by Jackson H. Bensley, Chairman of Board of Commissioners and Anita Kucera, Clerk of Grand Traverse County, a Michigan municipal corporation, on behalf of the corporation.

Jackson H. Bensley  
Jackson H. Bensley

Roland B. McCullar  
Roland B. McCullar

GRAND TRAVERSE COUNTY  
BOARD OF COMMISSIONERS

By Jackson H. Bensley  
Jackson H. Bensley  
Chairman

By Anita Kucera  
Anita Kucera  
Clerk

CONSUMERS POWER COMPANY,  
a Michigan Corporation

By W. I. Reid  
W. I. Reid  
Manager Land and Electric Right of Way

Prepared by R. B. McCullar  
Consumers Power Company  
212 W. Michigan Avenue  
Jackson, Michigan 49201

Roland B. McCullar  
Notary Public, Grand Traverse County, Mich.  
My Commission Expires July 5, 1977