County of

KEYSTONE-SUTTONS BAY

NSTRUMENT

DATE OF INST. DATE OF RECORD

3-21-74

357 | 971 | LIBER PAGE

Palzay

LBER 357 MGE 871 PROGRESS OFFICE) SE RECEIVED THE 21 OF

March

EASEMENT - The Checaman more

Form: 314

	(7)
2	2
6-	0,
79	5/
14-	14
20	3
	1

Grand Traverse

Garfield

SECTION TOWNSHIP TOWNSHIP

RANGE

BALANCE

30

TRACT

MCIGAZ STATE MUNICIPALITY

AMOUNT

TRANSFERS

JOURNAL ENTRY DATE

CHECKED MAPPED

The fact of the fa country of Grand Traverse City, Michigan, a municipal corporation, with its offices at Traverse City, Michigan, by its duly authorized offices, Grantor, in consideration of One and no/100 Dollars (\$1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan conveys and Warrants to Grantee, its successors and assigns, Forever, the conveys and right to erect, lay and maintain lines consisting of towers, pole arms and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and electric control circuits and devices on, over, upon or adjacent to said land, which land is situate in the Township of Garfield, country of Grand Traverse, and State of Michigan, to-wit: The Beginning on the North and South & 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 & than 675 the said Section, thence Southeasterly to a point not more than 950 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 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 entry to a point 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, thence Southeasterly along and approximately 25 feet North of the centerline of Cass Road, thence Southeasterly along and 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. center line of said line of towers, pole structures, poles, wires, cables conduits on, over, under and across said land being described as: The East } of the West 2 of the Southeast 2 of Section 27; the Southwest 2 of the Northwest 2 of the Southeast 2 of Section 27, and the Northwest 2 of the Northeast 3 of Section 34, all in Township 27 North, Range 11 West, excepting therefrom the Chesapeake and Ohio Rellway right of way; also excepting therefrom the Highway.

To Town that

Also conveying the full right and authority to Grantee, its successors, lincensees lessees 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 crosserus, and other supports or any combination of same, with all necessary crosserus, and stransformers, and stringing thereon and supporting 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.

ITEMS OF COST

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 30 feet in height on the land of the Grantor described in this easement within 105 feet in height on the land of the centerline of the towers, pole structures or poles. It on either side of the centerline of the towers, pole rights herein granted to 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 or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to full extent herein conveyed.

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

NAME OF GRANTOR

DATE OF MIST. DATE OF RECORD

	7	
E	- 5	
5	Č	
0		
	H	
	ŧ	

>	
0	
Ω	
×	
至	
4	
7	
8	
Ĭ	
1	

LIBER 357 PAGE 973

UBER 357 PAGE 972

by its duly authorized officers this 35 day of 19 pursuant to a Motion of the Board of Commissioners dated the 35 day

WITNESSES:

GRAND TRAVERSE COUNTY, MICHIGAN Commissioners of Board Clerk

County of Grand Trayerse STATE OF MICHIGAN SS

foregoing instrument was acknowledged before me this do day of of Grand Traverse County, a Michigan 35 day of

municipal corporation, on behalf of the corporation.

R. McCULLAR

Cand Towers County, Mich.

K. Connission Expines July 5, 1977

Township of Garfield, County of Grand Traverse, and Consumers Power This rider is attached to and made a part of the easement dated 3.5 company, a Michigan corporation respecting premises in the __, 1973 granted by the County of Grand Traverse to

HITSSETH

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

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

GRAND TRAVERSE COUNTY

BOARD OF COMMISSIONERS

a Michigan Corporation CONSUMERS POWER COMPANY,

Manager Land and Electric Right of Way