

No  
Notation

TITLE DATA

County of Grand Traverse, a Municipal Corp. MICHIGAN STATE Grand Traverse

Basement 1-5-15-79 1-7-23-79 1-476 1-963 1-11W 1-11W TRACT 576.1-D114-19 31

ELMWOOD TO KEYSTONE -BOARDMAN 138KV 476 FILE #546 963 476 FILE 964

Form 314 3-74 10/21/79 34 W/ER FILE #546 EASEMENT

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

MUNICIPALITY MAP 11-108 11-133

County of Grand Traverse, a Municipal corporation, Courthouse, Traverse City, Michigan Dollars (\$1.00) to him 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 towers, 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 Garfield County of Grand Traverse State of Michigan, to-wit:

The Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, except the West 497 feet thereof, and the East 1/2 of the Southwest 1/4 of the Section 27, Township 27 North, Range 11 West, and the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 27 North, Range 11 West, lying W 1/2 of Cass Road; also part of the Northeast 1/4 of the Northeast 1/4 of said Section 34, commencing at the Southwest corner thereof, thence North to the North line of said section, thence East 330 feet, thence South 395 feet, thence S 1/2 W 1/2 to the place of beginning.

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, T 27 N, R 11 W, at a point not more than 50 feet North of the South 1/8 line of said section, thence E 1/2 along and not more than 50 feet North of the South 1/8 line of said section to a point not more than 575 feet nor less than 550 feet East of the North and South 1/2 line of said section, thence S 1/2 W 1/2 to a point not more than 150 feet nor less than 110 feet North of the centerline of Cass Road at a point not more than 1050 feet nor less than 950 feet W 1/2 from the center of the intersection of Keystone and Cass Roads, thence S 1/2 W 1/2 to a point not more than 75 feet nor less than 55 feet South of the centerline of Cass Road at a point not more than 60 feet nor less than 40 feet W 1/2 of the centerline of Keystone Road.

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 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 30 feet on each side of the center line 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 on each side of the center line 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 each side of the center line 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 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 of her caused this instrument to be executed by its Clerk this 15th day of May 1979

WITNESSES

*Paul E. Gleasner*  
Chairman  
Board of Commissioners

*Paul E. Gleasner*  
Chairman  
Board of Commissioners

*Anita Kuceza*  
County Clerk

STATE OF MICHIGAN } ss.  
County of Grand Traverse }  
The foregoing instrument was acknowledged before me this 19th day of May 1979, by Paul E. Gleasner, Chairman of Grand Traverse County Board of Commissioners and Anita Kuceza, Clerk of said County, a Municipal Corporation, on behalf of the corporation.

Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_

STATE OF MICHIGAN } ss.  
County of Grand Traverse }  
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Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires May 31, 1983

STATE OF MICHIGAN } ss.  
County of Grand Traverse }  
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MAILED  
AND  
CHECKED

RETURN TO LAND & R/W DEPT.  
CONSUMERS POWER COMPANY  
BATES Bldg. 0186  
212 W. MICHIGAN AVENUE  
JACKSON, MICHIGAN 49201

PREPARED BY R. A. YOUNG, JR.  
CONSUMERS POWER COMPANY  
212 WEST MICHIGAN AVENUE  
JACKSON, MICHIGAN 49201