

TITLE DATA

MICHIGAN STATE

Grand Traverse Co. Grand Traverse

CONSUMERS POWER CO. 578-D114-17

B. F. Moser & Wf. NAME OF GRANTOR 1-7-9-74 DATE OF INSTR. 1-7-29-74 DATE OF RECORD 1363 LIBER PAGE 1413

KEYSTONE - STYTONS BAY (NORTHPORT) (KEYSTONE-MUNSON JOINT) Parcel #5 Form 314 374 1:363 FILE #3546 363 PAR 414 EASEMENT



B. F. Moser and Ella Moser, his wife, 1379 Cass Road, Traverse City, Michigan Grantor, in consideration of One and no/100 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 Grand Traverse County of Grand Traverse State of Michigan, to-wit:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 27, Township 27 North, Range 11 West, excepting therefrom the Chesapeake and Ohio Railway right of way.

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: Being in an Ely and Wly direction Ely of and not more than 85 feet from the South 1/8 line of Section 27, Township 27 North, Range 11 West.

REGISTER'S OFFICE RECEIVED THE 29th July GRAND TRAVERS CO., INC. 11 10:30A

Notary Public, Grand Traverse County, Michigan

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, renewing, replacing, petrolling, 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 85 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 70 feet in height on the land of the Grantor described in this easement within 300 feet on each side of the center line of the towers, pole structures or poles. It is expressly agreed that the complete extent 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 nothing 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 masculine.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 9 day of July 1974

WITNESSES: R. B. McCallie, E. J. Mosler, Joyce Book, Ella Moser

Grand Traverse Co. Grand Traverse TOWNSHIP 27 N 11 W SECTION 27 TOWN N 11 W RANGE W 11 E MAP 11 LIBER 363 PAR 414 (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) ss. County of Grand Traverse) The foregoing instrument was acknowledged before me this 19th day of July 1974, by B. F. Moser and Ella Moser

(INDIVIDUAL ACKNOWLEDGMENT) Notary Public, Grand Traverse County, Michigan My commission expires July 5, 1977

STATE OF MICHIGAN) ss. County of) The foregoing instrument was acknowledged before me this 19th day of July 1974, by

(CORPORATE ACKNOWLEDGMENT) Notary Public, Grand Traverse County, Michigan My commission expires

STATE OF MICHIGAN) ss. County of) The foregoing instrument was acknowledged before me this 19th day of July 1974, by corporation, on behalf of the corporation.

Notary Public, Grand Traverse County, Michigan My commission expires



RETURN TO LAND & UTIL. DIV. DEPT. OF NATURAL RESOURCES, LANSING, MICHIGAN 48224

No instructions

Handwritten notes: 1-29-74, 1-32-74, 1-28-74, 1-29-74, 1-32-74, 1-28-74