

TITLE DATA

Edward E. Broad & wife, Lucille M.

Easement 1 4-12-73 1 6-8-73 1 346 1 525 1

KEYSTONE-SUTTONS BAY (NORTH - 1340 N 625

KEYSTONE-MUNSON JCT (PORT) Form 314 7-70

EASEMENT

Edward E. Broad, also known as Edward Broad and Lucille M. Broad, his wife, 1003 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, convey and warrants to Grantee, its successors and assigns. Forever, the easement and right to erect, lay and maintain lines consisting of wire, 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 and State of Michigan, to-wit:

The West 1/8 of the Southwest 1/4 of Section 27, and the Southeast 1/4 of the Southeast 1/4 of Section 28, all in Township 27 North, Range 11 West.

RECORDED AT THE OFFICE OF THE REGISTER OF DEEDS FOR AND IN THE COUNTY OF GARFIELD, MICHIGAN, THIS 19th DAY OF JUNE 1973 AT 12:10 P.M.

Edward E. Broad & wife, Lucille M. Broad

The center line of said line of wire, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as: Beginning on the West 1/8 line of Section 27, Township 27 North, Range 11 West, at a point not more than 40 feet North of the South 1/8 line of said Section; thence running in a Southeasterly direction to the West Section line of Section 27, at a point not more than 100 feet South of the said South 1/8 line; thence running in a Westerly direction not more than 170 feet South and along the South 1/8 line of Section 28, Township 27 North, range 11 West, to a point on the East 1/8 line of said Section 28.

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, repairing, removing, replacing, patrolling, improving, enlarging and maintaining such wire, 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 center line of the same, pole structures, poles and wires comprising said electric lines, 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 either side of the center line of the same, 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 center line of the same, 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 no use 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.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 12th day of April 1973

WITNESSES:

R. B. McCullar, R. B. McCullar, Marian L. Pollock

Edward E. Broad, Edward E. Broad, Lucille M. Broad

Prepared by R. B. McCullar, Consumers Power Co., 212 W. Michigan Ave., Jackson, Michigan

MAILED AND CHECKED

No Restrictions

Over look that for 1-28-72

CONSUMERS POWER COMPANY

ACCOUNT NO. 579-D114-18

TRACT 11 MAP 11

MICHIGAN Grand Traverse COUNTY 27 27 N R 11 W

MUNICIPALITY SECTION TOWN RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 16 (cont'd)

ACCOUNT NO. _____

MAP _____

KIND OF INSTRUMENT _____ DATE OF INST. _____ DATE OF RECORD _____ LIBER PAGE
15715 LIBER 346 REG 1326

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Grand Traverse) ss. _____
The foregoing instrument was acknowledged before me this 12th day of April, 1973,
by Edward E. Broad and Inelille M. Broad

Roland B. McCullar
ROLAND B. MCCULLAR
Notary Public, Kalamazoo County, Michigan
acting in Grand Traverse County, Mich.
My commission expires November 29, 1978

(INDIVIDUAL ACKNOWLEDGMENT)

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

Notary Public, _____ County, Michigan
My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

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

Notary Public, _____ County, Michigan
My commission expires _____

STAMP TO USE & SIGN, SEE REG. CHANGES FROM COMPANY 1967 TO PRESENT DATE. SEE REG. CHANGES FROM COMPANY 1967 TO PRESENT DATE.