

Clear Manwaring et al
Easement
 NAME OF GRANTOR: 6-8-73 7-26-73 348 1895 1
 KIND OF INSTRUMENT: DATE OF INST. DATE OF RECORD LIBER PAGE
KEYSTONE - SUPPONS BAY (NORTHPORT) (KEYSTONE - MINSQW JCT.)
 Fpn 314 7-70
 348 PAGE 895
 B.A.S.E.M.E.N.T.

Clear Manwaring, a single man, 124 North Division, Traverse City, Michigan; Marcel D. Rhodes & Gladys I. Rhodes, his wife, 3871 Valley View Road, Traverse City, Michigan, Michigan, to him paid by DOLLAR (\$ 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, conductors, crossarms and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and electric current to 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:

211 that part of the North 400 feet of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 27 North, Range 11 West, Lyng, Easterly of Highway 10-31.
 RECORDER'S CHGE) \$1.00 RECORDED 26th JULY
 GRAND TRAVERSE CO.) 1973 12:25 P.M.

Handwritten signature: Gladys I. Rhodes

The center line of said line of towers, pole structures, poles, wires, cables and conductors, on, over, under and across said land being described as:
 Beginning on the West 1/8 line of Section 28, Township 27 North, Range 11 West, at a point not more than 280 feet nor less than 250 feet South of the East and West 1/4 line of said Section; thence running in a Northwesterly direction to the Easterly right-of-way line of US-31 at a point not more than 270 feet nor less than 230 feet Southwesterly from the said East and West 1/4 line.

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, painting, 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 center line of the tower, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 20 feet in height on the land of the Grantee described in this easement within 105 feet on either side of the center line of the tower, 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 building or other structures will be placed within 36 feet on either side of the center line of the tower, 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 income 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 before me on this _____ day of June, 1973.

WITNESSES:
Handwritten signatures: Gladys I. Rhodes and Marcel D. Rhodes
 Gladys I. Rhodes
 Marcel D. Rhodes

MICHIGAN		Grand Traverse		Garfield	
STATE		COUNTY		TOWNSHIP	
MUNICIPALITY		SECTION		RANGE	
PLAT OR AREA		28		27N 11W	
DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE

MAPPED AND CHECKED

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 582-D114-19 (cont'd)

ACCOUNT NO.

MAP

KIND OF INSTRUMENT | NAME OF GRANTOR | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

360

LIBER 348 MEI 896
(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Grand Traverse) s.

The foregoing instrument was acknowledged before me this 8 day of June, 1973,
by Clair Manwaring, Marcell D. Rhodes, and Gladys I. Rhodes

Roland B. McCullar

Acting in Grand Traverse County, Michigan
County

(INDIVIDUAL ACKNOWLEDGMENT)

ROLAND B. MCCULLAR
Notary Public, Kalamazoo County, Mich.
My Commission Expires Nov. 28, 1976

STATE OF MICHIGAN)
County of) s.

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) s.

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 _____

RETURN TO LLOYD & BLIST, 614 W. 157A,
ANN ARBOR, MICHIGAN 48106
LLOYD & BLIST, 614 W. 157A,
ANN ARBOR, MICHIGAN 48106