

Ruth Marie Thomas et al
Basement
NAME OF GRANTOR
12-28-73
DATE OF INSTR
3-5-74
DATE OF RECORD
357 1355
LIBR PAGE

KEYSTONE 1/2 SUTTONS BAY (138 AX)
EASEMENT LIBR 357 HD 335
Form 314 7-70

FILE # 3546



Pg 10

Ruth Marie Thomas, formerly Ruth Marie Peters, and David A. Peters, a single man, both of 9901 Roseland, Livonia, Michigan;
Dollars \$1.00
Grantor, in consideration of One and no/100 Michigan Avenue, Jackson, Michigan, Grantor, 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 ~~wood~~ 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 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 situated in the Township of Traverse, and State of Michigan, to wit:

All that part of the North 474 feet of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 27 North, Range 11 West, lying westerly of Highway US-31, excepting therefrom the South 324 feet of the West 360 feet thereof.

The center line of said line of ~~work~~ pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

Beginning on the westerly right of way line of US-31 at a point not more than 250 feet nor less than 200 feet Southwesterly from the East and West 1/2 line of Section 28, Township 27 North, Range 11 West, thence running in a Northwesterly direction to the said East and West 1/2 line at a point not more than 250 feet nor less than 175 feet East of the West Section line of said Section 28.
RECORDED IN THE 5th OF MARCH 1974
LAW OFFICE OF
GRAND TRAVERS CO., INC.

David A. Peters

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, inspecting, enlarging and maintaining such ~~work~~ pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and insulating devices 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 ~~work~~ 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 either side of the center line of the ~~work~~ 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 ~~work~~ 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 some 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 on this 28 day of December, 1973

WITNESSES:

R. B. McCullar
R. B. McCullar
R. L. Sulfer

Ruth Marie Thomas
David A. Peters

Prepared by R. B. McCullar
Consumers Power Company
212 West Michigan Avenue
Grand Rapids, Michigan 49501



DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE

ACCOUNT NO. _____ MAP 11
MICHIGAN STATE GRAND TRAVERSE COUNTY 28 SECTION 1 T 27 N R 11 W
PLAT OR AREA