

TITLE DATA

MICHIGAN STATE

Grand Traverse | Garfield TOWNSHIP

CONSUMERS POWER CO. TRACT 584-D114-7

Josephine M. Douglas et al
Easement 8-13-74 9-26-74 366 231

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

KEYSTONE-SUTTONS BAY (NORTHPORT) 366 231
(KEYSPORRE-ADWSON JCT.) 138KV EASEMENT

Parcel #11

Josephine M. Douglas, 4655 Silver Pines, Traverse City, Michigan; Gerald W. Oleson and Frances M. Oleson, his wife, 112 S. Elmwood, 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 Garfield County of Grand Traverse State of Michigan, to-wit:

The South 1/2 of the Northeast 1/4 of Section 29, Township 27 North, Range 11 West.

REGISTERED OFFICE RECEIVED THE 26th Sept. GRAND TRAVERSE CO., INC. 19 74 AT 4:15 P.M.

Handwritten signature: Gladys C. ...

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 at a point not more than 100 feet East of the West 1/8 line of Section 28, Township 27 North, Range 11 West, at a point not more than 350 feet nor less than 250 feet South of the East and West 1/2 line of said Section, thence Northwesterly to a point not more than 200 feet West of the East line of Section 29 of said Township, at a point not more than 60 feet North of the East and West 1/2 line of said Section 29, thence Westerly to a point not more than 90 feet nor less than 70 feet East of the North and South 1/2 line of said Section 29, at a point not more than 100 feet North of the East and West 1/2 line of said Section 29, thence Northerly to a point not more than 10 feet East of said North and South 1/2 line and at a point not more than 5 feet North of the North 1/8 line of said Section.

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 60 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 50 feet in height on the land of the Grantor described in this easement within 95 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 on this 13th day of August, 1974.

WITNESSES:

Handwritten signature: Richard O. Buzze

Handwritten signature: Frances M. Oleson

Handwritten signature: Josephine M. Douglas

Handwritten signature: Gerald W. Oleson

Handwritten signature: Frances M. Oleson

Handwritten signature: Josephine M. Douglas

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STATE OF MICHIGAN (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) ss. County of Grand Traverse)

The foregoing instrument was acknowledged before me this 13th day of August, 1974, by Gerald W. Oleson and Frances M. Oleson.

Richard O. Buzze Notary Public, Ottawa County, Michigan My commission expires August 2, 1978

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) ss. County of Grand Traverse)

The foregoing instrument was acknowledged before me this 13th day of August, 1974, by Josephine M. Douglas

Richard O. Buzze Notary Public, Ottawa County, Michigan My commission expires August 2, 1978

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN) ss. County of)

The foregoing instrument was acknowledged before me this 19th day of August, 1974, by _____ day of _____

Notary Public, _____ County, Michigan My commission expires _____

No Restrictions

Handwritten notes: 11-15-73, 1-14-72, 3-23-70, 15

MAPPED AND CHECKED

CONSUMERS POWER CO. 114 N. FARMALL ROAD JACKSON, MICHIGAN 49201

ATTENTION TO CARD & ELEC. Q/W DEPT. CONSUMERS POWER COMPANY 114 N. FARMALL ROAD JACKSON, MICHIGAN 49201