

Dean A. Claycomb & wf. NAME OF GRANTOR

Easement 10-8-73 1-3-21-74 1-357 1-967

KEYSTONE-SUTTONS BAY

Form 314 7-70

LIBER 357 PAGE 967

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Pal 13

ACCOUNT NO.

MAP 11

MICHIGAN Grand Traverse COUNTY 20 SECTION 20 TOWN R 11 W RANGE

Dean A. Claycomb, also known as Dean Claycomb and Marian H. Claycomb, also known as Marian Claycomb, his wife, 3753 West Tom Hall Road, Traverse City, Michigan

RECEIVED OFFICE RECEIVED THE 21 OF March 1974 At 11:30 AM

Handwritten signature: Harold C. ...

The West 1/2 of the Southeast 1/4 of Section 20, Township 27 North, Range 11 West.

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

Beginning on the South line of Section 20, Township 27 North, Range 11 West, at a point not more than 10 feet East or West of the North and South 1/2 line of said Section, thence Northerly along and not more than 10 feet East or West of said North and South 1/2 line to a point not more than 15 feet North of the South 1/8 line of said Section, thence Westerly along and not more than 15 feet North of said South 1/8 line to the North and South 1/2 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, replacing, petrolling, improving, enlarging and maintaining such pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guy, anchors, and transformers, and strung 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 either side of the center line of the pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 3 feet in height on the land of the Grantor described in this easement within 95 feet on either side of the center line of the 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 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.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument, this 8 day of OCTOBER, 1973

Witnesses: R. B. McCullar, Dean A. Claycomb

Witnesses: Dean A. Claycomb, Marian H. Claycomb

Prepared by R. B. McCullar, Consumers Power Company, 212 W. Michigan Avenue, Jackson, Michigan 49201

MAILED AND CHECKED

No Restrictions

Handwritten notes: 7-10-72, 353-902, in file for Dean Claycomb

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. The table is mostly empty.

Parkway Realty Co., Inc. NAME OF GRANTOR

Basement 9-10-73 3-21-74 357 969

KEYSTONE-SUTTONS BAY LIBER 357 ME 969

Form 314 7-70

2072 Lewis Fee # 3576



Parkway Realty Co., Inc., a Michigan corporation, 13721 West Bay Shore Road, Traverse City, Mich. 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, Grantor, receiver 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 power, 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 situate in the Township of Garfield County of Grand Traverse, and State of Michigan, to-wit:

The West 1/2 of the Southeast 1/4 of Section 20, Township 27 North, Range 11 West.

RECEIVED THE 21 OF March 1974 AT 11:30A

Garfield County, Michigan

The center line of said line of power pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as: Beginning on the South line of Section 20, Township 27 North, Range 11 West, at a point not more than 10 feet East or West of the North and South 1/2 line of said Section, thence Northerly along and not more than 10 feet East or West of said North and South 1/2 line to a point not more than 15 feet North of the South 1/8 line of said Section, thence Westerly along and not more than 15 feet North of said South 1/8 line to the said North and South 1/2 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, protecting, improving, enlarging and maintaining such power, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and transformers, and strutting 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 pull (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 power pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 36 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 power 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 power 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.

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 day of 1972.

By: R. B. McCallister, President of Parkway Realty Co., Inc., a Michigan corporation.

Prepared by R. B. McCallister, Consumers Power Company, 212 W. Michigan Avenue, Jackson, Michigan 49201.

ACCOUNT NO. _____ MAP _____

MICHIGAN | Grand Traverse | Garfield | STATE | COUNTY | TOWNSHIP | MUNICIPALITY | SECTION 20 | T 27 N | R 11 W | RANGE

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