

No
Notations

TITLE DATA

MICHIGAN STATE

Grand Traverse County Garfield Township

CONSUMERS POWER CO.

591-D114-5

Basement 3-7-74 15-17-74 360 416

KEYSTONE-STYPTONS BAY (NORTHPORT) (KEYSTONE - MUNSON JCT.)

LIBER 360 PAGE 416

DATE OF INSTR. DATE OF RECORD LIBER PAGE

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NAME OF GRANTOR

3-7-74 15-17-74 360 416

NAME OF GRANTEE

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LIBER 360 PAGE 416

FILE #3946

BASEMENT

EX

P2218

Grantor, in consideration of One and No/100 Dollars (\$1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 512 W. Michigan Avenue, Jackson, Michigan, Grantor, receipt of which is hereby acknowledged, Convey and Warrant to Grantee, his successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of metal, 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 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 North 125 feet of the North 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 27 North, Range 11 West, lying West of West Silver Lake Road.

1809

ROBERT'S OFFICE

GRAND TRAVERS CO., INC. 18 1974 A13:20P

REC'D TOLTECHWAY

RECORDED

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

Beginning in the centerline of West Silver Lake Road at a point not more than 15 feet North of the South 1/8 line of Section 19, Township 27 North, Range 11 West; thence Westerly and not more than 15 feet North of said South 1/8 line to a point not more than 110 feet East of the North & South 1/4 line of said Section; Also the right to locate guy stub anchor poles and guy wires in a Northerly & Southerly direction Easterly of and not more than 110 feet nor less than 80 feet from the said North & South 1/4 line and anchor same in the ground at a point not more than 125 feet South of said South 1/8 line of said Section; Also the right to locate guy wires and anchors in a Northerly & Southerly direction Easterly of and not more than 140 feet nor less than 110 feet from the said North & South 1/4 line and anchor same in the ground at a point not more than 10 feet South of said South 1/8 line of said Section.

Also conveying the full right and authority to Grantee, his successors, licensees or assigns, and to and their agents and employees, to enter at all times upon said premises for the purpose of erecting, repairing, removing, suspending, installing, enlarging and maintaining such metal, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guy, 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 current 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 metal, 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 either side of the center line of the metal, pole structures or poles. It is expressly agreed that the complete character of the right herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be judged and not fully completed in some times in the future. Grantee may enter upon said land, after 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 structure will be placed within 25 feet on either side of the center line of the metal, pole structures, poles and wires comprising said electric line. Grantee shall pay for all damage to crops existing at the time of the construction, operation and maintenance of the electric line.

It is expressly understood that nothing in this easement by Grantee shall be construed to prevent Grantee from later building on the easement to the full extent herein conveyed.

When applicable, provision and subject words and phrases shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantee has caused the instrument to be signed and sealed by its duly authorized officer, and the same to be attested by its Secretary, on this 7 day of March, 1974.

WITNESSES:

Robert B. McCullar
Notary Public, Grand Traverse County, Michigan

Thelma J. Canfield
President of Grand Traverse County, Michigan

Grand Traverse County Garfield Township

CONSUMERS POWER CO.

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STATE OF MICHIGAN

County of Grand Traverse

The foregoing instrument was acknowledged before me this 7th day of March, 1974.

(INDIVIDUAL ACKNOWLEDGMENT)

by Thelma J. Canfield

STATE OF MICHIGAN

County of Grand Traverse

The foregoing instrument was acknowledged before me this 7th day of March, 1974.

(CORPORATE ACKNOWLEDGMENT)

by Robert B. McCullar
Notary Public, Grand Traverse County, Michigan

My commission expires July 5, 1977

STATE OF MICHIGAN

County of Grand Traverse

The foregoing instrument was acknowledged before me this 7th day of March, 1974.

(CORPORATE ACKNOWLEDGMENT)

by Thelma J. Canfield
President of Grand Traverse County, Michigan

My commission expires July 5, 1977

WITNESSES:

Robert B. McCullar
Notary Public, Grand Traverse County, Michigan

Thelma J. Canfield
President of Grand Traverse County, Michigan



STAMP TO USE IN THE

RECORDS OF THE

NOTARY PUBLIC

1974