No restriction

TITLE DATA

CONSUMERS POWER COMPANY

S93-D114-7 TRACT 7

S93-D114-10 MAP 11

ACCOUNT NO.

Pcl 20

| NAME OF GRANTOR | KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE |
|---|---|---|---|---|---|
| Frances O'Callaghan | Easement | 12-11-73 | 3-21-74 | 357 | 977 |

KEYSTONE-SUTTONS BAY LIBER 357 PAGE 977

Form 314 7-70

file # 3546

EASEMENT

19 N 18

| STATE | COUNTY | TOWNSHIP | SECTION | TOWN | RANGE |
|---|---|---|---|---|---|
| MICHIGAN | Grand Traverse | Garfield | 18 & 19 | T 27 N | R 11 W |

MUNICIPALITY

PLAT OR AREA

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

Frances O'Callaghan formerly known as Frances A. Bare, 2767 Zimmerman Road, 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 [redacted], 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, and State of Michigan, to-wit:

The [redacted] WEST (1/2) of the North ½ of the Northeast ¼ of Section 19, AND the [redacted] WEST (1/2) of the South ½ of the Southeast ¼ of Section 18, all in Township 27 North, Range 11 West, excepting therefrom the North ½ of the South ½ of the Southeast ¼ of said Section 18.

REGISTER'S OFFICE GRAND TRAVERSE CO., MICH. ) SS RECEIVED THIS 21 DAY OF March 19 74 AT 11:30 AM

Gladys C Kesseman REGISTER

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

Being in a Northerly and Southerly direction Easterly of and not more than 70 feet from the North and South ¼ Line of Section 19, Township 27 North, Range 11 West, and the North and South ¼ Line of Section 18 of said Township.

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 [redacted], 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 [redacted], 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 [redacted], 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 [redacted] 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 [redacted] this 11 day of December, 19 73

WITNESSES:

R. B. McCullar

Joseph J. Zimmerman

Frances O'Callaghan

Frances O'Callaghan

MAPPED AND CHECKED

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