

Temp 2

KEYSTONE - SUTTONS BAY (NORTHPORT) (MUNSON JCT. - GLEN LAKE JCT.) 138KV

Form 314 3-74

File #3546
EASEMENT
USER 176 PAGE 775



also known as Edward Makuch
EDWARD J. MAKUCH, a single man, of 16246 Dobson Ave. South Holland, Illinois
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 Elmwood, County of Leelanau, and State of Michigan, to-wit:

The South fractional $\frac{1}{2}$ of the Northwest fractional $\frac{1}{4}$ of Section 31, Township 28 North, Range 11 West, excepting therefrom the South $\frac{1}{2}$ of the Southwest fractional $\frac{1}{4}$ of the Northwest fractional $\frac{1}{4}$ thereof.

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 on the East and West $\frac{1}{4}$ line of Section 31, Township 28 North, Range 11 West, at a point not more than 70 feet nor less than 60 feet East of the West $\frac{1}{8}$ line of said Section 31, thence Northerly along and not more than 70 feet nor less than 60 feet East of the West $\frac{1}{8}$ line of said Section 31 to a point not more than 696 feet nor less than 674 feet North of the East and West $\frac{1}{4}$ line of said Section, thence Westerly along and not more than 696 feet nor less than 674 feet North of the East and West $\frac{1}{4}$ line of said Section to the West 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 36 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 30 feet in height on the land of the Grantor described in this easement within 70 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 ~~and has caused this instrument to be~~ executed by President this 19th day of November, 1974.

WITNESSES:

Theodore S. Eisenman
Theodore S. Eisenman
Richard A. Buzze
Richard A. Buzze

Edward J. Makuch
EDWARD J. MAKUCH

MAPPED AND CHECKED

Prepared by Richard A. Buzze, Consumers Power Co.
212 W. Michigan Avenue, Jackson, Michigan 49201

Business Relative name

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(INDIVIDUAL ACKNOWLEDGMENT)

ILLINOIS
STATE OF MICHIGAN)
County of Cook) ss.

The foregoing instrument was acknowledged before me this 19th day of November, 1974, by Edward J. Makuch,

Maurice J. Koese
Notary Public, Cook County, Illinois
My commission expires 8-15-77

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

Notary Public, _____ County, Michigan
My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____
President of _____
a _____ corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires _____

REGISTERS OFFICE LEELANAU COUNTY, MICHIGAN)SS. Received for record the 3rd of February A.D. 1975 at 9:00 A.M. and recorded in Liber 176 of Records on pages 775 & 776. Helen Korson Helen Korson, Register of Deeds

RETURN TO LAND & ELECT. R/W DEPT,
CONSUMERS POWER COMPANY
1945 W. PARIALL ROAD
JACKSON, MICHIGAN 49201

GENERAL ENGINEERING MAP REFERENCES

Line Map No. _____ Sheet of Sheets
Plan & Profile No. _____ Sheet of Sheets
~~Survey Map No.~~ _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____