Leelanau

PLAT OR AREA

STATE OF MICHIGAN

STATE OF MICHIGAN

County of

County of GRAND TRAVERSE

Elmwood

CONSUMERS POWER CO.

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UBER 199 PAGE 719

(INDIVIDUAL ACKNOWLEDGMENT)

TRACT 605.1-D114-4

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KIND OF INSTRUMENT

NAME OF GRANTOR 4-27-78

5-15-78 DATE OF INST. DATE OF RECORD LIBER MUNICIPALITY

36 SECTION

RANGE

2 = 2-98

County, Michigan

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TTONS BAY(NORTH PORT) MUNSON JCT-GLEN LAKE JCT)

Form 314 3-74

Louis F. Maslowski & wf

LIBER 199 PAGE 718

718

EASEMENT

Louis F. Maslowski, also known as Louis Maslowski, and Hilda C. Maslowski, his wife, 7565 Harry's Road, Traverse City, Michigan.

File #3546

Grantor, in consideration of _____ One and no/100 Dollars (\$1.00 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 Elmwood , County of Leelanau

The Southwest 1 of the Northeast 1 of Section 36, Township 28 North, Range 12 West.

REGISTERS OFFICE LEELANAU COUNTY, MICHIGAN)SS. Received for record the 15th of May A.D. 1978 at 9:00 A.M. and recorded in Liber 199 of Records on pages 718 & 719.

Toro on pa Helen Korson, Register of Deeds

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 line of Section 36, Township 28 North, Range 12 West, at a point not more than 696 feet nor less than 660 feet North of the East and West t line of said Section, thence W'ly along and not more than 696 feet nor less than 660 feet North of the East and West 1 line of said Section to a point not more than 1320 feet nor less than 1250 feet West of the East line of said Section, thence NW'ly to a point not more than 100 feet nor less than 90 feet West of the North and South & line of said Section at a point not more than 400 feet nor less than 350 feet South of the North line of said Section, thence N'ly along and not more than 100 feet nor less than 90 feet West of the North and South t line of said Section to the North line of said Section. No additional poles to be set on the above described land only lines of wires to be strung on existing poles.

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 height on the land of the Grantor described in this easement within _______ 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 _ 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.

WITNESSES:

Kotheen a Continier Kathleen A. Couturier

Donald A. Sny

RETURN TO LAND & R/W DEPT. CONSUMERS POWER COMPANY **HAYES BUILDING** 212 W. MICHIGAN AVENUE

JACKSON, MICHIGAN 49201

PREPARED BY L. E. DIBBLE CONSUMERS POWER COMPANY My commission expires 5. pr /2-212 WEST MICHIGAN AVENUE JACKSON, MICHIGAN 49201

The foregoing instrument was acknowledged before me this _

HNDIVIDUAL-ACKNOWLEDGMENT)

The foregoing instrument was acknowledged before me this 1978, by Louis F. Maskowsk

) ss.

(CORPORATE ACKNOWLEDGMENT)

Notary Public,

My commission expires

STATE OF MICHIGAN County of

The foregoing instrument was acknowledged before me this_

President of corporation, on behalf of the corporation.

> Notary Public, County, Michigan

MAPPED AND CHECKED

	GENERAL ENGINEERING Map No. <u>F17531</u>	MAP REFEREN	CES	
Line	Map No. <u>F17531</u>	_ Sheet 4	# H	´ Shec
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