

Arthur Land Company

NAME OF GRANTOR

32 31N 3W SECTION TOWN RANGE

TRACT 152.2-D85-23 MAP 11-128

Easement 6-16-95 17-28-95 1591 1129 40# 8108

MUNICIPALITY

SECTION TOWN RANGE

MAP 11-128

Mio Gaylor Relocation

Form 314 1-83

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File #1997

EASEMENT FOR ELECTRIC LINE

GORDON FOOD SERVICE, INC., A Michigan Corporation, 333 50th Street, SW,

Grand Rapids, MI 49501

Grantor, for good and valuable consideration to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West 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 enter upon the land hereinafter described and to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric transmission and distribution facilities consisting of one line of towers, pole structures, poles, or any combination of same, with wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices in, over and across said land, including all public highways upon or adjacent to said land, which land is in the Township of Livingston, County of Otsego and State of Michigan, and described as:

A parcel of land in the Southeast 1/4 of Section 32, Township 31 North, Range 3 West described as: Commencing at the South 1/4 corner of said Section 32; thence South 89°04'59" East, 556.71 feet along the South line of said Section 32; thence North 00°10'00" East 60.00 feet to the point of beginning of this description; thence continuing North 00°10'00" East 440.00 feet; thence South 89°04'59" East 225.00 feet; thence South 00°10'00" West 439.99 feet; thence North 89°04'59" West 225.00 feet along the Northerly right of way line of Highway M-32 to the point of beginning.

Said line of towers, pole structures or poles is to be located in, over and across said land on a center line described as:

Beginning in the center line of Consumers Power Company's existing electric transmission line as located at a point on the South line of Section 32, Township 31 North, Range 3 West at point not more than 850 feet nor less than 825 feet East of the North and South 1/4 line of said Section 32; thence Northwesterly to a point not more than 75 feet nor less than 60 feet North of the South line of said Section 32 at point not more than 760 feet nor less than 740 feet East of said North and South 1/4 line; thence North along and not more than 760 feet nor less than 740 feet East of said North and South 1/4 line to a point not more than 465 feet nor less than 445 feet North of said South section line; thence Westerly to the center line of Consumers Power Company's existing electric transmission line as located at a point not more than 485 feet nor less than 465 North of said South Section line at a point not more than 420 feet nor less than 400 feet East of said North and South 1/4 line; thence Northwesterly along said center line to a point not more than 750 feet nor less than 700 feet North of the South line of said Section 32 at a point not more than 250 feet nor less than 200 feet East of the North and South 1/4 line of said Section 32.

080-032-

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush now or hereafter standing or growing on the land of Grantor described in this easement within 45 feet on each side of the center line of said line of towers, pole structures or poles, and (2) all trees in excess of 40 feet in height on the land of Grantor described in this easement within 90 feet on each side of the center line of said line of towers, pole structures or poles. 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, and Grantee may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid.

Grantor agrees that, for the protection of said facilities, no buildings or other structures will be placed within 36 feet on each side of the center line of said line of towers, pole structures or poles. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of said facilities.

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 or has caused this instrument to be executed by its duly authorized officer this 17th day of June, 1995.

WITNESSES:

Terrill J. Boer, Kay Howard

Steve Plahmeyer, It's General Manager

OTSEGO COUNTY MICHIGAN RECEIVED FOR RECORD

95 JUL 28 AM 11:14

EVELYN M. PRATT CLERK / REGISTER OF DEEDS

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(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF MICHIGAN) COUNTY OF) SS.

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

Notary Public County, Michigan Acting in ___ County, Michigan My Commission Expires ___

(CORPORATE ACKNOWLEDGEMENT)

STATE OF MICHIGAN) COUNTY OF Kent) SS.

The foregoing instrument was acknowledged before me this 22nd day of June, 1995, by Steve Plahmeyer, General Manager of Gordon Food Service, Inc., Michigan corporation, on behalf of the corporation.

Julie Kay White, Notary Public Kent County, Michigan Acting in Kent County, Michigan My Commission Expires

JULIE KAY WHITE NOTARY PUBLIC - KENT COUNTY, MICH. MY COMMISSION EXPIRES 02-04-97

Return to: Consumers Power Company Real Estate and Right of Way Dept. Attn: Nancy P. Fisher, JSC-205 1955 West Parnall Rd. Jackson, MI 49201

Prepared By: Tamra L Hawkins Consumers Power Company 212 West Michigan Avenue Jackson, Michigan 49201

