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TITLE DATA

MICHIGAN STATE

Alcona COUNTY

CONSUMERS POWER CO.

Charles E. McClorey et al

Vlg of Lincoln

1

T26N

R8E

TRACT 570-D103-4

Easement

NAME OF GRANTOR

10-28-86

12-10-86

206

857

W.D. #6775

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

9

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

VIKING ENERGY TO IOSCO-ALPENA 138 kV Trans Line

Form 314 1-83



File #3977

LIBER 206 PAGE 557

EASEMENT FOR ELECTRIC LINE

Charles E. McClorey and Barbara J. McClorey, his wife, 1894 M-72, Lincoln, MI 48742, and Lily T. Smith Struthers, formerly known as Lily T. Smith, 2970 US-23, Greenbush, MI, and Dorothy L. Ingalls, Alpena, MI

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 Village of Lincoln, County of Alcona and State of Michigan,

and described as: Township of Gustin:

A parcel of land in the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 26 North, Range 8 East, lying East of the West line of said Section 1, South of the South line of Trask Lake Road and Northwesterly of the Northwesterly right of way line of County Road F-41 (formerly M-171)

RECORDED

D-Liber 206 pg 857-858

Dec 10 3 25 PM '86

Notary Public signature

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

Beginning at a point not more than 900 feet nor less than 700 feet West of the East line of Section 2, T 26 N, R 8 E, at a point not more than 450 feet nor less than 250 feet North of the East and West 1/2 line of said Section 2, running thence North-easterly to a point not more than 500 feet nor less than 300 feet East of the West line of Section 1, T 26 N, R 8 E, at a point not more than 1230 feet nor less than 1150 feet North of the East and West 1/2 line of said Section 1.

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 15 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 on this 28th day of October, 1986.

WITNESSES:

Notary Public signature: Donald E. Lytle, Janice L. Lytle, Charles Quinn

Grantor signatures: Charles E. McClorey, Barbara J. McClorey, Lily T. Smith Struthers, Dorothy L. Ingalls

Pal 8

LIBER 206 PAGE 558

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
COUNTY OF Alcona)

The foregoing instrument was acknowledged before me this 28th day of October, 1986, by Charles E. McClorey and Barbara J. McClorey

Notary Public signature: Donald E. Lytle, Acting in Alcona County, Michigan, My Commission Expires

DONALD E. LYTLE, Notary Public, Jackson County, MI, My Commission Expires April 17, 1989

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
COUNTY OF)

The foregoing instrument was acknowledged before me this day of 19 by of corporation, on behalf of the corporation

Notary Public signature: Acting in County, Michigan, My Commission Expires

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
COUNTY OF Alpena)

The foregoing instrument was acknowledged before me this 29th day of October, 1986, by Lily T. Smith Struthers and Dorothy L. Ingalls

Notary Public signature: Donald E. Lytle, Acting in Alpena County, Michigan, My Commission Expires

DONALD E. LYTLE, Notary Public, Jackson County, MI, My Commission Expires April 17, 1989

PREPARED BY D. E. ELLIOTT, CONSUMERS POWER COMPANY, 212 WEST MICHIGAN AVENUE, JACKSON, MICHIGAN 48601

GENERAL ENGINEERING MAP REFERENCES

Map No. F 18366 Sheet 1 of _____ Sheet
Plan & Profile No. _____ Sheet of _____ Sheets
Survey Map No. _____ Sheet of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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