

Omar Nelson LaClair and wife, Jane D.

TRACT 715-D5-20

Easement 10-4-71 10-22-71 155 309

ACCOUNT NO.

MAP 2

DUQUITE TO SAGINAW RIVER - TWINING (338 KV) TRANS. LINE

Form 314 7-70

LIBER 155 PAGE 309

EASEMENT

Omar Nelson LaClair and Jane D. LaClair, also known as Jane LaClair, his wife, 3815 South State Road, Standish, 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 ~~wood~~ 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 Standish County of Arenac and State of Michigan, to-wit:

All that part of the West 1/2 of the Southeast 1/4 of Section 8, lying W'ly of the Detroit & Mackinac Railroad right of way, and the Southeast 1/4 of the Southwest 1/4 of Section 8, all in Township 18 North, Range 5 East.

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

Running in an E'ly and W'ly direction S'ly of and along and not more than 110 ft. from the South 1/8 line of Section 8, Township 18 North, Range 5 East.

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 ~~wood~~ 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 95 feet on either side of the center line of the ~~wood~~ pole structures, poles and wires comprising said electric line, and (2) all trees in excess of -- feet in height on the land of the Grantor described in this easement within -- feet on either side of the center line of the ~~wood~~ 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 ~~wood~~ 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 ~~October 22nd 1971~~ this 4th day of October, 1971.

WITNESSES:

Keith LaClair (Signature)

John R. Hamel (Signature)

Omar Nelson LaClair (Signature)

Jane D. LaClair (Signature)

Received for record the 22nd day of October 1971 at 9:00 A.M.

Jan 73

Pl 3

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Rows for MUNICIPALITY (MICHIGAN), COUNTY (Arenac), TOWNSHIP (Standish), SECTION (8), TOWN (18N), RANGE (R5E).

MAPPED AND CHECKED

Med

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 715-D5-20 (Contd)

NAME OF GRANTOR

ACCOUNT NO.

MAP

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

28.2-

LIBER 155 PAGE 310

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Arenac) ss.

The foregoing instrument was acknowledged before me this 4th day of October, 1971, by Omar Nelson LaClair and Jane D. LaClair

John R. Hamel
Notary Public, Jackson County, Michigan
My commission expires June 22, 1974

(INDIVIDUAL ACKNOWLEDGMENT)

JOHN R. HAMEL
Notary Public Jackson County, Michigan
My Commission Expires June 22, 1974

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 ___

REGISTER OF DEEDS
ARENAC COUNTY, MICH.

received for Record the 22nd day of October A.D. 1971 at 9:00 o'clock A.M., recorded in Vol. 155 of Deeds page 309-310

REGISTER OF DEEDS

RETURN TO LAND & R/W DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

GENERAL ENGINEERING MAP REFERENCES

Site Map No. E-17503 Sheet 1 of 1 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 YES _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____