

DUQUITE TO SAGINAW RIVER - TWINING Parcel No. 7

Form 314 7-70  
 Belva Kollar, 2701 Begole St., Flint, Mich. 48504; Muriel Allen, 3968 Courville, Detroit, Mich. 48224; Roger Fanning & Joan F. Fanning, his wf., 14156 Pierson St., Detroit, Mich. 48223; William Fanning & Jacqueline Fanning, his wf., 3543 Elizabeth, Melvindale, Mich. 48122; Betty Lou Pokrycki, 8936 Hillcrest St., Livonia, Mich. 48150; Francis Fanning, a single man, 11336 Norborne St., Detroit, Mich. 48228  
 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 ~~wires~~ 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 Standish Township of Arenac County of Arenac and State of Michigan, to-wit:

The Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , and the West  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 7, Township 18 North, Range 5 East.

The center line of said line of ~~wires~~ 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 feet from the South  $\frac{1}{8}$  line of Section 7, Township 18 North, Range 5 East.

RECORDED  
 APR 14 1 18 PM '72  
 ARENAC COUNTY REGISTER OF DEEDS  
 CONSUMERS POWER

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 ~~wires~~ 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 ~~wires~~ 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 ~~wires~~ 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 ~~wires~~ 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 herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument ~~under the authority of the Michigan Power Act~~ this 5th day of April, 19 72.

WITNESSES:  
W. B. Gonzaly  
 W. B. Gonzaly  
Virginia Fircham  
 Virginia Fircham  
Francis Fanning  
 Francis Fanning

Belva Kollar  
 Belva Kollar  
Muriel Allen  
 Muriel Allen  
Betty Lou Pokrycki  
 Betty Lou Pokrycki  
Francis Fanning  
 Francis Fanning

MAILED  
 APR  
 1972

LIBER 165 PAGE 82

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 County of Arenac ) ss.  
 The foregoing instrument was acknowledged before me this 5 day of January, 1972.  
 by Belva Kollar and Muriel Allen

Carl L. Horn  
 Carl L. Horn Arenac County, Michigan  
 My commission expires March 28, 1972

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 County of Wayne ) ss.  
 The foregoing instrument was acknowledged before me this 5th day of April, 1972.  
 by Roger Fanning, Joan F. Fanning, William Fanning, Jacqueline Fanning, Betty Lou Pokrycki and Francis Fanning, a single man

John R. Hamel  
 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         
 corporation, on behalf of the corporation.

John R. Hamel  
 Notary Public,        County, Michigan  
 My commission expires

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-17503 Sheet 1 of 1 Sheet  
Plan & Profile No. \_\_\_\_\_ Sheet of Sheets  
Survey Map No. \_\_\_\_\_ Sheet of Sheet

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract \_\_\_\_\_
- 2. Opinions of Title \_\_\_\_\_
- 3. Title Search YES \_\_\_\_\_
- 4. Mortgage Release \_\_\_\_\_
- 5. Tree Vouchers \_\_\_\_\_
- 6. Other Documents \_\_\_\_\_

LIBER 165 PAGE 83

WITNESS the hand and seal of the part 1st of the first part, this 5th day of April, 19 72.

Signed, Sealed and Delivered  
in Presence of

Jack Allen (L.S.)  
Jack Allen

Maeda Allen (L.S.)

Susan Keokem (L.S.)  
Susan Keokem

Judy Benson (L.S.)  
Judy Benson

Russell Fanning (L.S.)  
Russell Fanning

John R. Hamel (L.S.)  
John R. Hamel

Joan F. Fanning (L.S.)  
Joan F. Fanning

William Fanning (L.S.)  
William Fanning

Jacqueline Fanning (L.S.)  
Jacqueline Fanning

Betty Lou Pokrzycki (L.S.)  
Betty Lou Pokrzycki

Francis Fanning (L.S.)  
Francis Fanning

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

Easement 4-20-72 5-14-74 165 84 Parcel No. 7  
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE PLAT OR AREA

DUQUITE TO SAGINAW RIVER-TWINING  
 Form 314 7-70 LIBER 165 PAGE 84 EASEMENT



Judy Benson, Rural Rte. #3, Northfield, Minnesota  
 Grantor, in consideration of One and 00/100 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 ~~wires~~, 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:

The Northeast 1/4 of the Southwest 1/4, and the West 3/4 of the South 1/4 of the Southwest 1/4 of Section 7, Township 18 North, Range 5 East.

The center line of said line of ~~wires~~ 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 feet from the South 1/8 line of Section 7, Township 18 North, Range 5 East.

RECORDED  
 MAY 14 1 18 PM '74  
 ARENAC COUNTY REGISTER OF DEEDS  
 DOUGLAS BLACK

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 ~~wires~~, 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 ~~wires~~ 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 ~~wires~~ 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 ~~wires~~ 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 ~~at the County of Arenac~~ this 20th day of April, 1972.

WITNESSES:  
 Eugene Maynard  
 Eugene Maynard  
 Clair Collins  
 Clair Collins  
 Judy Benson  
 Judy Benson

PREPARED BY: John Hamel, Consumers Power Co.,  
 212 W. Michigan Ave., Jackson, Mich.

LIBER 165 PAGE 85  
 (INDIVIDUAL ACKNOWLEDGMENT)

MINNESOTA )  
 STATE OF ~~MICHIGAN~~ )  
 County of Rice ) ss.

The foregoing instrument was acknowledged before me this 20th day of April, 1972 by Judy Benson

Helen A. Felton  
 Notary Public, Rice County, Michigan  
 My commission expires May 7, 1976  
 May 7, 1976

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 County of ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

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 \_\_\_\_\_ a \_\_\_\_\_ President of \_\_\_\_\_ corporation, on behalf of the corporation.

Notary Public, \_\_\_\_\_ County, Michigan  
 My commission expires \_\_\_\_\_

RECORDED  
 MAY 14 1 18 PM '74  
 ARENAC COUNTY REGISTER OF DEEDS  
 DOUGLAS BLACK

RECORDED

RETURN TO LAND & ELEC. R/W DEPT.  
 CONSUMERS POWER COMPANY  
 1925 W. PARKALL ROAD  
 JACKSON, MICHIGAN 49201

GENERAL ENGINEERING MAP REFERENCES

Line Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search **YES** \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_

TITLE DATA

MICHIGAN STATE

Arenac COUNTY

Standish TOWNSHIP

CONSUMERS POWER CO.

Susan Keskeny

7 T 18 N R 5 E

TRACT 719-D5-6

Easement NAME OF GRANTOR 4-20-72 DATE OF INST 5-14-74 DATE OF RECORD 165 LIBER PAGE 86

MUNICIPALITY SECTION TOWN RANGE

MAP

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE PLAT OR AREA

DUQUITE TO SAGINAW RIVER-TWINING

Parcel No. 7

Form 314 7-70

LIBER 165 PAGE 86 EASEMENT



Susan Keskeny, 1931 - 259 Place, Lomita California 90717 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 poles, 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 of County of Arenac and State of Michigan, to-wit:

The Northeast 1/4 of the Southwest 1/4, and the West 3/4 of the South 1/2 of the Southwest 1/4 of Section 7, Township 18 North, Range 5 East.

The center line of said line of transmission, 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 feet from the South 1/8 line of Section 7, Township 18 North, Range 5 East.

RECORDED MAY 14 1 18 PM '74 ARENAC COUNTY REGISTER OF DEEDS DOUGLAS BLACK

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 poles, 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 poles, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 6 feet in height on the land of the Grantor described in this easement within 6 feet on either side of the center line of the poles, 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 poles, 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 on this 20th day of April, 1972.

WITNESSES:

Susan Keskeny Susan Keskeny

PREPARED BY: John Hamel, Consumers Power Co., 212 W. Michigan Ave., Jackson, Mich.

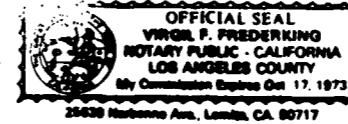
43 3a

LIBER 165 PAGE 87

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF CALIFORNIA ) County of LOS ANGELES ) ss.

The foregoing instrument was acknowledged before me this 20 day of APRIL, 1972 by Susan Keskeny



Notary Public, Vinona P. Frederking, Los Angeles County, California My commission expires

(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 corporation, on behalf of the corporation.

Notary Public, County, Michigan My commission expires

RECORDED MAY 14 1 18 PM '74 ARENAC COUNTY REGISTER OF DEEDS DOUGLAS BLACK

RECORDED

RETURN TO LAND & ELECT. R/W DEPT. CONSUMERS POWER COMPANY 1945 W. PARKALL 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 YES \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_

TITLE DATA

MICHIGAN STATE

Arenac COUNTY

Standish TOWNSHIP

CONSUMERS POWER CO.

Jack K. Allen & wf.

Easement NAME OF GRANTOR 4-27-72 DATE OF INST. 5-14-74 DATE OF RECORD 165 LIBER PAGE 88

MUNICIPALITY

SECTION

TOWN

RANGE

TRACT 719-D5-6

MAP

DUQUITE TO SAGINAW RIVER-TWINING

Form 314 7-70

LIBER 165 PAGE 88



Parcel No. 7

EASEMENT

Jack K. Allen & Ida M. Allen, his wife, 344 Carousel Place, Anaheim, California 92806 Grantor, in consideration of One and 00/100 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 ~~wires~~, 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 of Arenac County of Arenac and State of Michigan, to-wit:

The Northeast 1/4 of the South west 1/4, and the West 3/4 of the South 1/2 of the South-west 1/4 of Section 7, Township 18 North, Range 5 East.

The center line of said line of ~~wires~~ 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 feet from the South 1/8 line of Section 7, Township 18 North, Range 5 East.

RECORDED MAY 14 1 18 PM '74 ARENAC COUNTY REGISTER OF DEEDS DOUGLAS BLACK

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 ~~wires~~, 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 ~~wires~~ pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 10 feet in height on the land of the Grantor described in this easement within 10 feet on either side of the center line of the ~~wires~~ 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 ~~wires~~ 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 ~~on this 27th day of April, 1972.~~ this 27th day of APRIL, 1972.

WITNESSES:

Signatures of Jack K. Allen and Ida M. Allen.

PREPARED BY: John Hamel, Consumers Power Co., 212 W. Michigan Ave., Jackson, Mich.

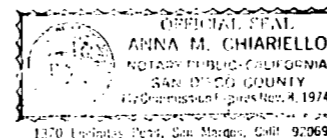
163 7

LIBER 165 PAGE 89

(INDIVIDUAL ACKNOWLEDGMENT)

CALIFORNIA STATE OF ) County of San Diego ) ss.

The foregoing instrument was acknowledged before me this 1st day of May, 1972, by Jack Allen and Ida M. Allen, husband and wife.

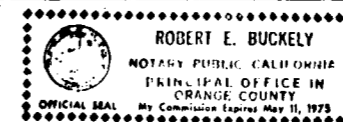


Signature of Anna M. Chiariello, Notary Public, San Diego County, California. My commission expires 11-8-74.

(INDIVIDUAL ACKNOWLEDGMENT)

CALIFORNIA STATE OF ) County of ORANGE ) ss.

The foregoing instrument was acknowledged before me this 27th day of APRIL, 1972, by IDA M. ALLEN.



Signature of Robert E. Buckely, Notary Public, Orange County, California. My commission expires 5/11/1975.

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN ) County of ) ss.

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

Notary Public, \_\_\_ County, Michigan. My commission expires \_\_\_

RECORDED MAY 14 1 28 PM '74 ARENAC COUNTY REGISTER OF DEEDS DOUGLAS BLACK

RECORDED

RETURN TO LAND & SURVEY DIVISION, CONSUMERS POWER COMPANY, 1915 W. FARMALL ROAD, JACKSON, MICHIGAN 43201



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 \_\_\_\_\_ **S**
3. Title Search \_\_\_\_\_ **YES**
4. Mortgage Release \_\_\_\_\_
- Tree Vouchers \_\_\_\_\_
- Other Documents \_\_\_\_\_

TITLE DATA

MICHIGAN STATE

Arenac COUNTY

Standish TOWNSHIP

CONSUMERS POWER CO.

Emma Rush

7 T 18 N R 5 E

TRACT 719-D5-6

Easement

NAME OF GRANTOR 4-25-72 5-14-74 165 190

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

DUQUITE TO SAGINAW RIVER-TWINING

Form 314 7-70

LIBER 165 PAGE 90

Parcel No. 7

EASEMENT



Emma Rush, 1165 Morrow Road, Medford, Oregon

Grantor, in consideration of One and 00/100 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 ~~wires~~ 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 of Arenac County of Michigan, to-wit:

The Northeast 1/4 of the Southwest 1/4, and the West 3/4 of the South 1/2 of the Southwest 1/4 of Section 7, Township 18 North, Range 5 East.

The center line of said line of ~~wires~~ 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 feet from the South 1/8 line of Section 7, Township 18 North, Range 5 East.

Also conveying the full right and authority to Grantee, its successors, licensees, lessees or assigns, and its and the 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 ~~wires~~ 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 ~~wires~~ 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 ~~wires~~ 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 ~~wires~~ 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 ~~at the County Clerk's Office~~ this 25th day of April, 1972.

WITNESSES:

Fred B. Rush

Emma Rush

PREPARED BY: John Hamel, Consumers Power Co., 212 W. Michigan Ave., Jackson, Mich.

LIBER 165 PAGE 91 (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF OREGON ) ss. County of )

The foregoing instrument was acknowledged before me this 25th day of April, 1972 by Emma Rush, a married woman



Notary Public, H. G. Meyer, Jackson, Oregon. My commission expires April 29, 1973

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN ) ss. County of )

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

Notary Public, \_\_\_ County, Michigan. My commission expires \_\_\_

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN ) ss. County of )

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 \_\_\_

RECORDED MAY 14 1 29 PM '72 ARENAC COUNTY REGISTER OF DEEDS DOUGLAS BLACK

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RECORDED

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

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

Sheets  
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**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

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

TITLE DATA

MICHIGAN STATE

Arenece COUNTY

Standish TOWNSHIP

CONSUMERS POWER CO.

Betty Harmer

7 T 18 N R 5 E

TRACT 719-D5-6

Easement

NAME OF GRANTOR 4-24-72, 5-14-74, 165, 92

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

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

PLAT OR AREA

DUQUITE TO SAGINAW RIVER-TWINING

Parcel No. 7

Form 314 7-70

LIBER 165 PAGE 92 EASEMENT



Betty Harmer, Rte. #2, Box 1220, Smith River, California

Grantor, in consideration of One and 00/100 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 ~~power~~ 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 Arenece and State of Michigan, to-wit:

The Northeast 1/4 of the Southwest 1/4, and the West 3/4 of the South 1/4 of the Southwest 1/4 of Section 7, Township 18 North, Range 5 East.

The center line of said line of ~~power~~ 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 feet from the South 1/8 line of Section 7, Township 18 North, Range 5 East.

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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 ~~power~~ 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 ~~power~~ 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 ~~power~~ 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 ~~power~~ 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  this 24th day of April, 19 72.

WITNESSES:

Handwritten signature of Betty Harmer and printed name Betty Harmer.

PREPARED BY: John Hamel, Consumers Power Co., 212 W. Michigan Ave., Jackson, Mich.

163 7

LIBER 165 PAGE 93

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF CALIFORNIA ) COUNTY OF Del Norte ) ss.

The foregoing instrument was acknowledged before me this 24th day of April, 19 72, by Betty Harmer, a married woman



Handwritten signature of Donna L. Skeen, Notary Public, Del Norte County, Calif. My commission expires 6-27-75

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN ) COUNTY OF ) ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 19\_\_

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 \_\_\_

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