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TITLE DATA

CONSUMERS POWER COMPANY

George F. Gularski, & wife Magdalena M.

TRACT 319.1-D85-14

Easement 2-28-73 3-30-73 336 325

ACCOUNT NO. W.O. 6018

MAP 21

BRIGGSVILLE McGULPIN

Pcl. #1B

Form 314 7-70

EASEMENT

George F. Gularski, also known as George Gularski, and Magdalena M. Gularski, his wife, 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 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 of Inverness, County of Cheboygan, and State of Michigan, to-wit:

The Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 31, Township 37 North, Range 2 West.

STATE OF MICHIGAN RECEIVED MAR 30 1973 DAY OF COUNTY OF CHEBOYGAN A. D. 19 AT 9:25 O'CLOCK P. M. [Signature] 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 Consumers Power Company's existing electric transmission line at a point not more than 225 feet nor less than 200 feet East of the West line of Section 31, T37N, R2W, thence Easterly to a point not more than 430 feet nor less than 410 feet East of the West line of said section at a point not more than 150 feet nor less than 140 feet North of the East and West 1/4 line of said section, thence Southwesterly to a point not more than 150 feet nor less than 140 feet South of said East and West 1/4 line of said section, at a point not more than 350 feet nor less than 340 feet East of the West line of said section.

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 100 feet on either side of the center line of the towers, 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 100 feet on either 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 within 36 feet on either 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.

IN WITNESS WHEREOF, Grantor has executed this instrument this 28 day of FEBRUARY, 1973.

WITNESSES: [Signature] Elwin A. Wilson, [Signature] Donald A. Sny

[Signature] George F. Gularski, [Signature] Magdalena M. Gularski

MAPPED AND CHECKED

LIBER 336 PAGE 325

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Sub-headers: MICHIGAN STATE, Cheboygan COUNTY, Inverness TOWNSHIP, MUNICIPALITY, SECTION 31, TOWN 37N, RANGE 2W. Includes a grid for PLAT OR AREA.

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. D-16026 Sheet 1 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

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

ACCOUNT NO. \_\_\_\_\_

MAP \_\_\_\_\_

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(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
 County of CHEBOYGAN )

The foregoing instrument was acknowledged before me this 28 day of FEBRUARY, 1973,  
 by George F. Gularski and Magdalena M. Gularski

Donald A. Sny  
 Notary Public, JACKSON County, Michigan  
 My commission expires OCT. 3-1974

(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 \_\_\_\_\_  
 corporation, on behalf of the corporation.

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