

T-11

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#5B

Arthur W Rosenau and Elizabeth S Rosenau, husband and wife, 9590 East Higgins Lake Road, Roscommon, MI 48653

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 ~~power~~ 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 Beaver Creek, County of Crawford and State of Michigan, and described as:

The West 100 feet of the Southwest 1/4 of Section 21, Township 25 North, Range 3 West. excepting therefrom Highway I-75 right of way.

LIBER **345** PAGE **323**

STATE OF MICHIGAN  
COUNTY OF CRAWFORD

FILED FOR RECORD THIS  
23rd DAY OF July 1992 AT  
10:45 am, IN LIBER 345  
PAGE 323-324

Elizabeth S. Wickham  
Register of Deeds

Said line of ~~power~~ pole structures or poles is to be located in, over and across said land on a center line described as: Beginning at a point not more than 600 feet nor less than 500 feet East of the West line of Section 28, Township 25 North, Range 3 West at a point not more than 300 feet nor less than 100 feet North of the East and West 1/4 line of said section; running thence Northwesterly to a point not more than 45 feet nor less than 35 feet East of the West line of Section 21 of said township at a point not more than 730 feet nor less than 630 feet North of the South line of Section 21; run thence North along and not more than 45 feet nor less than 35 feet East of the West line of said Section 21 to a point not more than 25 feet North of the East and West 1/4 line of said Section 21; run thence Northeasterly to a point not more than 175 feet nor less than 125 feet East of the West line of said Section 21 at a point not more than 400 feet nor less than 200 feet North of the East and West 1/4 line of said Section 21.

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 ~~power~~ 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 ~~power~~ 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 ~~power~~ 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 9th day of June, 1992.

WITNESSES:

Charles F Duffield  
Charles F Duffield

Donna Ra Duffield  
Donna Ra Duffield

Arthur W Rosenau  
Arthur W Rosenau

Elizabeth S Rosenau  
Elizabeth S Rosenau

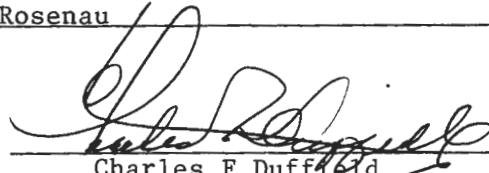
Consumers

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(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF Crawford )

The foregoing instrument was acknowledged before me this 9th day of June, 19 92, by  
Arthur W Rosenau and Elizabeth S Rosenau

  
Charles F Duffield Notary Public  
St Clair County, Michigan  
Acting in Crawford County, Michigan  
My Commission Expires January 22, 1996

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

RETURN TO: LAND & R/W DEPT  
CONSUMERS POWER COMPANY  
ATT: N. P. FISHER  
JACKSON SERVICE CENTER  
1955 PARNALL ROAD  
JACKSON, MICHIGAN 49201