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TITLE DATA

MICHIGAN

Emmet

Bear Creek

CONSUMERS POWER CO.

Flynn's Trenching Service, A Michigan Co-Partnership

Easement

NAME OF GRANTOR

MUNICIPALITY

SECTION

TOWNSHIP

TOWN

RANGE

TRACT 427-D85-12

MAP 3

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

EMMET TO RIGGSVILLE -McGULPIN 138KV

Form 314 3-74

File #3698

LIBER 273 PAGE 420



Flynn's Trenching Service, a Michigan Co-Partnership, consisting of John J. Flynn, Co-Partner and Michael R. Flynn, Co-Partner, and John J. Flynn, a married man, individually all of R #2, Petoskey, 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 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 Bear Creek County of Emmet and State of Michigan, to-wit:

The Southeast 1/4 of the Northwest 1/4 of Section 2, Township 34 North, Range 5 West, excepting therefrom a parcel of land described as beginning at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section, thence West along the North 1/8 line of said Section 699.74 feet to a point, thence South at right angles to the North 1/8 line of said Section 253 feet, thence East parallel with the North 1/8 line of said Section 172.17 feet, thence South 253 feet, thence East 172.17 feet, thence North 323 feet, thence East 353.60 feet to the North and South 1/4 line of said Section, thence North along the North and South 1/4 line of said Section 183 feet to the place of beginning.

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: Within the limits of a strip of land 72 feet in width lying within the land above described, said 72 foot wide strip of land being 36 feet on each side of a centerline described as follows: Beg at a point 704 ft W of the N and S 1/4 line of Sec 2, T34N, R5W, at a point 658 ft N of the S line of Sec 2, run th N'ly to a point 713 ft W of the N and S 1/4 line of said section, at a point 70 ft S of the N 1/8 line of said section, thence NE'ly to a point 80 ft E of the N and S 1/4 line of said section, at a point 996 ft N of the N 1/8 line of said section.

Also the right to locate guy wires in a NW'ly direction W'ly of and not more than 760 ft nor less than 749 ft from the North and South 1/4 Line of said section and anchor same in the ground at a point not more than 58 ft nor less than 53 ft south of the North 1/8 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 45 feet on each side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 40 feet in height on the land of the Grantor described in this easement within 80 feet on each 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 each 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 or has caused this instrument to be executed by its Co-Partners on this 27th day of January, 1977.

WITNESSES:

Notary signatures: William H. Zimmerman, John J. Loughrey, Julia E. Beer

Grantor signatures: John J. Flynn, Michael R. Flynn, John J. Flynn (individually)

MAPPED AND CHECKED

CO - PARTNERSHIP (INDIVIDUAL ACKNOWLEDGMENT)

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STATE OF MICHIGAN ) ss. County of Emmet

The foregoing instrument was acknowledged before me this 27th day of January, 1977, by John J. Flynn, Co-Partner and Michael R. Flynn, Co-Partner, on behalf of Flynn's Trenching Service, a Michigan Co-Partnership.

Notary Public signature: William H. Zimmerman, Jackson County, Michigan, My commission expires June 5, 1978

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN ) ss. County of Emmet

The foregoing instrument was acknowledged before me this 27th day of January, 1977, by John J. Flynn, individually

Notary Public signature: William H. Zimmerman, Jackson County, Michigan, My commission expires June 5, 1978

(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 signature: County, Michigan, My commission expires

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. F-19781 Sheet 1 of 6 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 \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_