

Temp 2

Chester Spaniak & wf

MICHIGAN STATE

Emmet COUNTY

Bear Creek TOWNSHIP

CONSUMERS POWER CO.

Easement 12-12-75 1-12-76 264 111

MUNICIPALITY

SECTION 2

TOWN 34N

RANGE 5W

TRACT 428-D85-13

MAP 3

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

PLAT OR AREA

Form 314 7-70

3

EMMET TO RIGGSVILLE-McGULPIN 138KV

EASEMENT

LIBER 264 PAGE 111

Chester Spaniak and Jeanne Spaniak, also known as Jean Spaniak, his wife, Box 264F, Route #1, Petoskey, Michigan

The Westerly 50 feet of a parcel of land in the Southeast 1/4 of the Northwest 1/4 of Section 2, Township 34 North, Range 5 West, described as commencing 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 527.57 feet to the place of beginning of this description, thence continuing West along the North 1/8 line of said Section 172.17 feet, thence South perpendicular to the North 1/8 line 253 feet to a point, thence East 172.17 feet to a point, thence North 253 feet to the place of beginning.

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

Beginning at a point not more than 730 feet nor less than 690 feet West of the North and South 1/4 line of Section 2, T34N, R5W, at a point not more than 700 feet nor less than 600 feet North of the center line of Atkins Road, running thence N'ly to a point not more than 730 feet nor less than 700 feet West of the North and South 1/4 line of said Section, at a point not more than 5 feet South of the East and West 1/4 line of said Section, thence N'ly to a point not more than 730 feet nor less than 710 feet West of the North and South 1/4 line of said Section, at a point not more than 75 feet nor less than 60 feet South of the North 1/8 line of said Section, thence NE'ly to a point not more than 110 feet nor less than 90 feet East of the North and South 1/4 line of said Section, at a point not more than 1050 feet nor less than 950 feet North 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 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 50 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 00 feet in height on the land of the Grantor described in this easement within 00 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 12th day of December, 1975.

WITNESSES:

William H. Zimmerman, John J. Loughray

Chester Spaniak, Jeanne Spaniak

State of Michigan Recorded 12th Day of County of Emmet JAN. 14. 1976 At 10:15 A.M. Julia E. Beer REGISTER OF DEEDS

PREPARED BY W. H. ZIMMERMAN, CONSUMERS POWER CO. 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

MAPPED AND CHECKED

3.

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of Emmet) ss.

LIBER 264 PAGE 112

The foregoing instrument was acknowledged before me this 12th day of December, 1975, by Chester Spaniak and Jeanne Spaniak

William H. Zimmerman Notary Public, County, Michigan

My commission expires WILLIAM H. ZIMMERMAN Notary Public, County, Michigan My Commission Expires June 5, 1978

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

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17721 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 _____