

13

TITLE DATA

MICHIGAN

Emmet

Bear Creek

CONSUMERS POWER CO.

Joseph F. Hoffman, etal

NAME OF GRANTOR

MUNICIPALITY

35

TOWNSHIP

35N

5W

TRACT 431-D85-4

Easement

1 11-77

2-23-77

273, 94

W.D.# 5544

SECTION

TOWN

RANGE

MAP 6

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

PLAT OR AREA

EMMET-RIGGSVILLE TO MC GULPIN 138KV

Form 314 3-74

File #3698

Plat # 112



LIBER 273 PAGE 94

Joseph F. Hoffman, also known as Joseph Fred Hoffman, also known as Joseph EASEMENT Hoffman, and Ruth M. Hoffman, also known as Ruth Hoffman, his wife, 4350 E. Mitchell Rd., R #2, Petoskey, Michigan 49770

Grantor, in consideration of Six Thousand and no/100 Dollars (\$ 6,000.00) 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 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, State of Michigan, to-wit:

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 35, Township 35 North, Range 5 West.

The center line of said line of 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: Beginning at a point 80 feet East of the North and South 1/4 line of Section 2, T 34 N, R 5 W, at a point 996 feet North of the North 1/8 line of said Section 2, running thence N'ly 65 feet West of the North and South 1/4 line of Section 35, T 35 N, R 5 W, to a point on the North line of said Section 35 at a point 65 feet West of the North and South 1/4 line of Section 35, T 35 N, R 5 W.

State of Michigan } Recorded 23rd Day of
County of Emmet } Feb. A.D. 19 77 At 9:00
O'clock A.M. Julia E. Beer
REGISTER OF DEEDS

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 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 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 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, however, it is agreed that Consumers Power Company will do no spraying or weed control activity on those portions of the lands described above so long as those lands are used for agricultural purposes.

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 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 ~~to be used by the President~~ this 11 day of January, 19 77.

WITNESSES:

Conrad R. Coleman

William H. Zimmerman

Joseph F. Hoffman

Ruth M. Hoffman

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN

County of Emmet

LIBER 273 PAGE 95

The foregoing instrument was acknowledged before me this 11th day of January, 19 77, by Joseph F. Hoffman and Ruth M. Hoffman

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

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN

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

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

MAPPED AND CHECKED

INDEXED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-17781 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 _____