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TITLE DATA

MICHIGAN

Emmet

Bear Creek

CONSUMERS POWER CO.

Martin M. Kolinske & wf

NAME OF GRANTOR

MUNICIPALITY

SECTION 35

TOWNSHIP 35N

RANGE 5W

TRACT 432-D85-5

Easement

DATE OF INST. 1-26-77

DATE OF RECORD 2-24-77

LIBER 273

PAGE 108

KIND OF INSTRUMENT

DATE OF INST. DATE OF RECORD

LIBER PAGE

PLAT OR AREA

MAP 6

EMMET TO RIGGSVILLE-MC GULPIN 138KV

Form 314 3-74



File #3698

LIBER 273 PAGE 108

EASEMENT

Martin M. Kolinske, also known as Martin Kolinske, and Bertha M. Kolinske, also known as Bertha Kolinske, his wife, Route #2, Kolinske Rd., 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 poles, 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 Southeast 1/4 of the Northwest 1/4 of Section 35, Township 35 North, Range 5 West.

State of Michigan Recorded 24th Day of County of Emmet 24th A.D. 1977 At 12:15 Julia E. Bear REGISTER OF DEEDS

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:

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, T34N, R5W, at a point 996 feet North of the North 1/8 line of said Section 2, running thence N 1/4 65 feet West of the North and South 1/4 line of Section 35, T35N, R5W, to a point on the North line of Section 35 at a point 65 feet West of the North and South 1/4 line of Section 35, T35N, R5W.

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 45 feet on each side of the center line of the poles, 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 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 each 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 this 26th day of January, 1977.

WITNESSES:

William H. Zimmerman, John J. Loughray

Martin M. Kolinske, Bertha M. Kolinske

MAPPED AND CHECKED

PREPARED BY D. E. ELLIOTT, CONSUMERS POWER CO. 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

LIBER 273 PAGE 109 (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN County of Emmet

The foregoing instrument was acknowledged before me this 26th day of January, 1977, by Martin M. Kolinske and Bertha M. Kolinske

William H. Zimmerman, Notary Public, My commission expires

(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

RETURN TO LAND & R/W DEPT. CONSUMERS POWER COMPANY HAYES BUILDING 212 W. MICHIGAN AVENUE JACKSON, MICHIGAN 49201

INDEXED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-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 _____