

13

TITLE DATA

MICHIGAN STATE

Emmet COUNTY

Bear Creek TOWNSHIP

CONSUMERS POWER CO.

Nell R. Kring

26

35N

5W

TRACT 433-D85-27

Easement NAME OF GRANTOR 8-28-75, 10-16-75, 261, 886

MUNICIPALITY

SECTION

TOWN

RANGE

MAP 6

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

PLAT OR AREA

EMMET TO RIGGSVILLE-McGULPIN 138KV Form 314 3-74

Pcl 109



File #3698 EASEMENT

LIBER 261 PAGE 886

Nell R. Kring, also known as Nell Kring, Route #2, Box 116, 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 East 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 35 North, Range 5 West.

Recorded 16th Day of Oct. A.D. 1975 at 10:10 O'clock A.M. Frank J. Behan REGISTER OF DEEDS

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:

Beginning at a point not more than 70 feet nor less than 60 feet West of the North and South 1/4 line of Section 35, Township 35 North, Range 5 West, at a point not more than 670 feet nor less than 650 feet North of the East and West 1/4 line of said Section, thence Northerly to a point not more than 70 feet nor less than 65 feet West of the North and South 1/4 line of Section 26 of said Township, at a point not more than 1460 feet nor less than 1410 feet North of the South line of said Section 26, thence Northeasterly to a point not more than 1250 feet nor less than 1100 feet East of the North and South 1/4 line of said Section 26, at a point not more than 20 feet South of the East and West 1/4 line of said Section 26.

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 85 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 with his hand and seal this 28th day of August, 1975.

WITNESSES:

Signatures of William H. Zimmerman and John J. Loughray

Signature of Nell R. Kring

MAPPED AND CHECKED

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of Emmet) ss.

LIBER 261 PAGE 886

The foregoing instrument was acknowledged before me this 28th day of August, 1975, by Nell R. Kring

Signature of William H. Zimmerman, Notary Public, Jackson County, Michigan. My commission expires June 5, 1979.

(INDIVIDUAL ACKNOWLEDGMENT)

Crossed-out individual acknowledgment form.

(CORPORATE ACKNOWLEDGMENT)

Crossed-out corporate acknowledgment form.

INDEXED

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

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 _____