

Temp

13 TITLE DATA  
Hester W. Ferguson

MICHIGAN STATE

Emmet COUNTY

Bear Creek TOWNSHIP

CONSUMERS POWER CO.

26 35N 5W

TRACT 434-D85-28

NAME OF GRANTOR: Easement  
DATE OF INST: 11-14-75  
DATE OF RECORD: 12-11-75  
LIBER: 263  
PAGE: 418  
MUNICIPALITY: W.O.#5544

SECTION: 26  
TOWN: 35N  
RANGE: 5W

MAP 6

Form 314 3-74



File #3698  
EASEMENT

LIBER 263 PAGE 418

EMMET TO RIGGSVILLE-MCGULPIN 138KV

Hester W. Ferguson, 15407 Plainview, Detroit, 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 South 1/2 of the North 1/2 of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 26, Township 35 North, Range 5 West.

State of Michigan: Recorded 11th Day of Dec. AD. 1975 At 10:30 O'clock A.M. JUDITH H. HAER 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 this 14th day of November, 1975.

WITNESSES:

Rosa G. Polkinghorne  
Rosa G. Polkinghorne  
William H. Zimmerman  
William H. Zimmerman

Hester W. Ferguson  
Hester W. Ferguson

MAPPED AND CHECKED

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Wayne ) ss.

The foregoing instrument was acknowledged before me this 14th day of November, 1975, by Hester W. Ferguson

William H. Zimmerman  
Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_  
WILLIAM H. ZIMMERMAN  
NOTARY PUBLIC, Jackson County, Mich.  
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\_\_\_\_, by \_\_\_\_\_

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 \_\_\_\_\_

INDEXED

RETURN TO LAND & ELECT. R/W DEPT.  
CONSUMERS POWER COMPANY  
1945 W. FARNALL ROAD  
JACKSON, MICHIGAN 48601

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 \_\_\_\_\_

Temp 2

NAME OF GRANTOR: Carson Kibbe & wf  
 MUNICIPALITY: U.S. # 5544  
 DATE OF INST: 11-11-75  
 DATE OF RECORD: 12-11-75  
 LIBER: 263  
 PAGE: 420

EMMET TO RIGGSVILLE-McGULPIN 138KV  
 Form 314 3-74  
 File #3698  
 EASEMENT  
 LIBER 263 PAGE 420  
 Pd 108

Carson Kibbe and June M. Kibbe, his wife, 460 20th Avenue, Indian Rocks Beach, Florida 33535  
 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, State of Michigan, to-wit:

The South 1/2 of the North 1/2 of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 26, Township 35 North, Range 5 West.

Recorded 114 Day of  
 A.D. 1975 At 10:35  
 Julia E. Beer  
 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.

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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 ~~and the same has been acknowledged~~ ~~by its President~~ this 11th day of November, 1975.

WITNESSES:  
 Millicent M. Baker  
 Carson Kibbe  
 Janet B. McMahon  
 June M. Kibbe

MAPPED AND CHECKED

(INDIVIDUAL ACKNOWLEDGMENT)  
 FLORIDA  
 STATE OF ~~MICHIGAN~~  
 County of Pinellas ) ss.

The foregoing instrument was acknowledged before me this 11th day of November, 1975, by Carson Kibbe and June M. Kibbe



Millicent M. Baker  
 Notary Public, Pinellas County, FLORIDA  
 My commission expires  
 Bonded by American Fire & Casualty Co.

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 County of ) ss.

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 ) ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 19\_\_\_, by \_\_\_  
 President of \_\_\_  
 \_\_\_ corporation, on behalf of the corporation.

Notary Public, \_\_\_ County, Michigan  
 My commission expires \_\_\_

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