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TITLE DATA

Bernard D. Blank, etal

MICHIGAN

Emmet

Bear Creek

CONSUMERS POWER CO.

STATE

COUNTY

26

TOWNSHIP

35N

5W

TRACT

436-D85-30

NAME OF GRANTOR

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

6701

Easement

DATE OF INST.

DATE OF RECORD

LIBER PAGE

PLAT OR AREA

8-28-75 11-5-75 262 5071

W.B.# 5544

Form 314 3-74 LIBER 262 PAGE 507

EMMET TO RIGGSVILLE-McGULPIN 138KV

File #3698 EASEMENT



Pd 106

Bernard D. Blank and Lenora Blank, his wife, 211 Merrill Ave., Birmingham, Michigan; Wayne W. Moser and Dora R. Moser, his wife, Route #4, Box 87, 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:

A parcel of land in the West 1/2 of the Northeast 1/4 of Section 26, Township 35 North, Range 5 West, described as beginning at the intersection of the East and West 1/4 line of said Section and the East 1/8 line of said Section, thence North 88° 8' West along the East and West 1/4 line of said Section 694.58 feet, thence North 1° 41' East 618.95 feet to the Southeasterly line of US-31 right of way, thence North 61° 56' East 800 feet along said right of way to the East 1/8 line of said Section, thence South along the East 1/8 line of said Section 1018.23 feet to the place of beginning.

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 65 feet West of the North and South 1/4 line of Section 26, Township 35 North, Range 5 West, at a point not more than 1460 feet nor less than 1410 feet North of the South line of said Section, thence North-easterly 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, at a point not more than 20 feet South of the East and West 1/4 line of said Section, thence continuing Northeasterly to a point not more than 1210 feet nor less than 1100 feet West of the East line of said Section, at a point not more than 700 feet nor less than 550 feet North of the East and West 1/4 line of said Section, thence Northerly to a point not more than 150 feet nor less than 90 feet North of the South line of Section 14, Township 35 North, Range 5 West, at a point not more than 1300 feet nor less than 1240 feet West of the East line of said Section 14.

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 on the 28th day of August, 1975.

WITNESSES:

Signatures of witnesses: William H. Zimmerman, John J. Loughray, William H. Zimmerman, Harold W. Zimmerman

Signatures of grantors: Wayne W. Moser, Dora R. Moser, Bernard D. Blank, Lenora Blank

MAPPED AND CHECKED

PREPARED BY W. M. PEDERSEN, CONSUMERS POWER CO. 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

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(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN

County of Emmet

Recorded 5th day of August, A.D. 1975 at 9:35 AM. J. Behan, Notary Public

The foregoing instrument was acknowledged before me this 28th day of August, 1975, by Wayne W. Moser and Dora R. Moser

Signature of William H. Zimmerman, Notary Public, My commission expires June 5, 1978

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN

County of Oakland

INDEXED

The foregoing instrument was acknowledged before me this 2nd day of September, 1975, by Bernard D. Blank and Lenora Blank

Signature of William H. Zimmerman, Notary Public, My commission expires June 5, 1978

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN

County of

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 ___

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

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-17781 Sheet 1 of 6
Plan & Profile No. _____ Sheet _____ of _____
Survey Map No. _____ Sheet _____ of _____

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____