

13

TITLE DATA

CONSUMERS POWER COMPANY

Henry A. Kolinsky & wf.

TRACT 439-D85-11

Easement

NAME OF GRANTOR 12-4-73 4-15-74 251 574

ACCOUNT NO.

MAP 6-56

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

EMMET TO RIGGSVILLE-MCGULPIN

Form 314 7-70

File # 3698 EASEMENT N LIBER 251 PAGE 574

MICHIGAN STATE

Emmet COUNTY

Little Traverse TOWNSHIP

MUNICIPALITY

SECTION 14

TOWN 35 N

RANGE 5 W

PLAT OR AREA

Henry A. Kolinsky and Barbara E. Kolinsky, his wife, 11753 McDougall Street, Hamtramck, Mich. 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 Little Traverse, County of Emmet, State of Michigan, to-wit:

The South 1/2 of the South 1/2 of the South 1/2 of the Southeast 1/4 of Section 14, Township 35 North, Range 5 West.

State of Michigan } Recorded 15th Day of April A.D. 1974 at 9:45 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 on the North 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 Northeast corner of said Section, running thence Southerly along and not more than 1300 feet nor less than 1240 feet West of the East line of said Section to a point not more than 150 feet nor less than 90 feet North of the South line of said Section, thence Southerly to a point not more than 1210 feet nor less than 1100 feet West of the East line of Section 26, Township 35 North, Range 5 West, at a point not more than 50 feet nor less 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 60 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 50 feet in height on the land of the Grantor described in this easement within 75 feet on either 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 either 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 4th day of December, 1973.

WITNESSES

John L. Nappa JOHN L. NAPPA Marilyn Rocca MARILYN ROCCA

Henry A. Kolinsky HENRY A. KOLINSKY Barbara E. Kolinsky BARBARA E. KOLINSKY

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty with vertical lines.

MAPPED AND CHECKED

3698-5790

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 Sheet

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

NAME OF GRANTOR

ACCOUNT NO. _____

MAP _____

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

LIBER 251 PAGE 575

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of WAYNE) ss.

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 1973,
by HENRY A. KOLINSKY & BARBARA E. KOLINSKY, HIS
WIFE

Kalam E. Gorman
Notary Public, Wayne County, Michigan
My commission expires August 22, 1976

(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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