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TITLE DATA

MICHIGAN

Emmet

Little Traverse

CONSUMERS POWER CO.

Lawrence Ryan Backofen & wf.

STATE

COUNTY

TOWNSHIP

TRACT 449-D85-1

Easement

NAME OF GRANTOR

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

KIND OF INSTRUMENT

DATE OF INST

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

EMMET TO RIGGSVILLE-McGULPIN

Form 314 7-70

File #3698 EASEMENT



LIBER 254 PAGE 379

Pcl. #84

Lawrence Ryan Backofen & Lois Backofen, his wife, 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 assigns 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, and State of Michigan, to-wit:

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

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 1300 feet nor less than 1240 feet West of the East line of Section 11, Township 35 North, Range 5 West, at a point not more than 2050 feet nor less than 2000 feet North of the South line of said Section 11, thence Northwesterly to a point not more than 1100 feet nor less than 900 feet North of the South line of Section 35, Township 35 North, Range 5 West, at a point not more than 2700 feet nor less than 2600 feet West of the East line of said Section 35.

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 95 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 XXXXXXXXXXXXXXXXXXXX this 24th day of April, 1974.

WITNESSES:

Robert James Reineke, Martin T. Patterson

Lawrence Ryan Backofen, Lois Backofen

(INDIVIDUAL ACKNOWLEDGMENT)

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STATE OF MICHIGAN) County of Muskegon

The foregoing instrument was acknowledged before me this 24th day of April, 1974, by Lawrence Ryan Backofen & Lois Backofen

Martin T. Patterson, Notary Public, Kent County, Michigan, My commission expires 5-19-75

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of

The foregoing instrument was acknowledged before me this ___ day of ___, 19__

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 ___ a President of ___ corporation, on behalf of the corporation.

Notary Public, ___ County, Michigan, My commission expires ___

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MAPS AND CHECKED

PREPARED BY LUCILLE E. DIBBLE, CONSUMERS POWER CO. 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

State of Michigan Recorded 6th Day of April A.D. 1974. Frank J. Behan REGISTER OF DEEDS

L. Dibble RETURN TO LAND & ERECT. R/W DEPT. CONSUMERS POWER COMPANY 1915 W. PARSONS ROAD JACKSON, MICHIGAN 49201

GENERAL ENGINEERING MAP REFERENCES

Use Map No. F-17781 Sheet 2 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 YES _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____