

TITLE DATA

MICHIGAN

Emmet

Pleasantview

CONSUMERS POWER CO.

Benjamin J. Kleinstiver & wf

NAME OF GRANTOR

MUNICIPALITY

COUNTY

TOWNSHIP

TRACT 456-D85-2

Easement

5-30-75 6-18-75 259 343

SECTION 23

TOWN 36N

RANGE 5W

MAP 9

KIND OF INSTRUMENT

DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

Form 314 3-74



EMMET TO RIGGSVILLE-McGULPIN 138KV Parcel #78

File #3698 EASEMENT LIBER 259 PAGE 343

Benjamin J. Kleinstiver and Joan M. Kleinstiver, also known as Joan Kleinstiver, his wife, Box 101, Bay View Heights Drive, Route #2, 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 ~~wires~~ 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 Pleasantview, County of Emmet, and State of Michigan, to-wit:

The East 3/4 of the North 1/2 of the Northeast 1/4 of Section 23, Township 36 North, Range 5 West.

Grantee shall, within a reasonable time after completing construction of its electric transmission line across Grantors' property, restore plant life, using species to be selected by Consumers Power Company in accordance with the local Soil Conservation District soil erosion and sedimentation control standards and specifications. Grantee shall be responsible for seeing that healthy plant life is established for erosion control.

The center line of said line of ~~wires~~ pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

Beginning at a point not more than 1950 feet nor less than 1750 feet West of the East line of Section 23, Township 36 North, Range 5 West, at a point not more than 2100 feet nor less than 1800 feet South of the North line of said Section, running thence Northerly along and not more than 1950 feet nor less than 1750 feet West of the East line of said Section to a point not more than 300 feet nor less than 250 feet South of the North line of said Section, thence Northeasterly to a point not more than 1420 feet nor less than 1340 feet West of the East line of Section 14 of said Township, at a point not more than 800 feet nor less than 700 feet North of the South 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 ~~wires~~ 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 ~~wires~~ 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 95 feet on each side of the center line of the ~~wires~~ 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 ~~wires~~ 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 this 30th day of May, 1975~~ this 30th day of ~~April~~ May, 1975.

WITNESSES:

Dean D. Burns, L. Jeanette Rahn

Benjamin J. Kleinstiver, Joan M. Kleinstiver

Notary Public, Frank J. Behan, Recorder of Deeds

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of EMMET) ss.

LIBER 259 PAGE 343

The foregoing instrument was acknowledged before me this 30th day of May, 1975, by Benjamin J. Kleinstiver and Joan M. Kleinstiver, husband and wife.

Notary Public, Dean D. Burns

My commission expires February 23, 1977.

INDEXED

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of) ss.

The foregoing instrument was acknowledged before me this 19 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

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

MAILED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line 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 _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____