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TITLE DATA

CONSUMERS POWER COMPANY

465-D85-3

Stanley R. Bodzick & wf., Stasia Rose

TRACT

Easement 8-16-73 9-6-73 247 511

ACCOUNT NO.

W.O. 5544

MAP

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EMMET TO RIGGSVILLE-MCGULPIN Form 314 7-70 LIBER 247 PAGE 511

MICHIGAN STATE

Emmet COUNTY

Center TOWNSHIP

MUNICIPALITY

23 SECTION

T 37 N R 5 W TOWNSHIP RANGE

PLAT OR AREA

Stanley R. Bodzick, also known as Stanley Bodzick and Stasia Rose Bodzick, also known as Stasia Bodzick, his wife, Star Route 1, Levering, Michigan Grantor, in consideration of One and 80/100 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 Center County of Emmet and State of Michigan, to-wit:

The South 1/2 of the Northeast 1/4 of Section 23, Township 37 North, Range 5 West.

State of Michigan } Recorded 6th Day of Aug A.D. 1973 at 11:30 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 23, Township 37 North, Range 5 West, at a point not more than 1430 feet nor less than 1330 feet West of the East line of said Section, running thence Southerly along and not more than 1430 feet nor less than 1330 feet West of the East line of said Section to a point not more than 1400 feet nor less than 1300 feet South of the North line of said Section, thence Southerly to a point not more than 1400 feet nor less than 1300 feet West of the East line of Section 26 of said Township, at a point not more than 1350 feet nor less than 1300 feet North of the South 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 conductor 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 ~~at Jackson, Michigan, this 16th day of August, 1973.~~ this 16th day of Aug. 1973.

WITNESSES:

Donald L. Bodzick Donald L. Bodzick James F. Miller James F. Miller

x Stanley R. Bodzick Stanley R. Bodzick x Stasia Rose Bodzick Stasia Rose Bodzick

Donald L. Bodzick

x [Signature] S.R.B.

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Rows are empty.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-12281 Sheet 3 of 6 Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Copies 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 247 PAGE 512

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of Emmet)

The foregoing instrument was acknowledged before me this 16th day of August, 1973, by Stanley R. Bodzick and Stasia Rose Bodzick.

James F. Miller
James F. Miller
Notary Public, Jackson County, Michigan
My commission expires August 25, 1975

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of

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

Notary Public, ___ County, Michigan
My commission expires

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
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

MIXED