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TITLE DATA

CONSUMERS POWER COMPANY

Arthur W. Mayle et al

TRACT 470-D85-1

Easement NAME OF GRANTOR 10-8-73 1-29-74 250 349
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. _____

MAP 13

EMMET TO RIGGSVILLE-MCGULPIN (138 KV)

Form 314 7-70

FILE # 5678



LIBER 250 PAGE 349

EASEMENT

Arthur W. Mayle, also known as Arthur Mayle, a single man, Pellston, Michigan; Harry F. Turbin and Virginia Ann Turbin, his wife, 1816 Alcott Road, Saginaw, 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 Center, County of Emmet, and State of Michigan, to-wit:

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 37 North, Range 5 West.

State of Michigan 29th Day of Jan A.D. 1974 at 10:40 o'clock AM James F. Miller Notary Public for Michigan

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 11, Township 37 North, Range 5 West, at a point not more than 1300 feet nor less than 1200 feet West of the Northeast corner of said Section, running thence Southerly along and not more than 1300 feet nor less than 1200 feet West of the East line of said Section to a point not more than 1200 feet nor less than 1000 feet North of the South line of said Section, thence Southwesterly to a point not more than 1430 feet nor less than 1330 feet West of the East line of Section 14 of said Township, at a point not more than 1300 feet nor less than 1100 feet North of the East and West $\frac{1}{4}$ 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 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 or has caused this instrument to be executed by its ~~agent~~ agent this 29th day of Oct, 1973.

WITNESSES:

James F. Miller, Jr.
James F. Miller, Jr.
James F. Miller
James F. Miller
Stanley Bodzich
Stanley Bodzich
James F. Miller
James F. Miller

Harry Turbin
Harry Turbin
Virginia Ann Turbin
Virginia Ann Turbin
Arthur W. Mayle
Arthur W. Mayle

MICHIGAN STATE		Emmet COUNTY		Center TOWNSHIP	
MUNICIPALITY		SECTION 11		TOWN T 37 N RANGE R 5W	
PLAT OR AREA					
BALANCE					
TRANSFERS					
AMOUNT					
ITEMS OF COST					
JOURNAL ENTRY					
DATE					

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-17781 Sheet 4 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 YES _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

NAME OF GRANTOR _____
 KIND OF INSTRUMENT _____ DATE OF INST. _____ DATE OF RECORD _____ LIBER _____ PAGE _____

ACCOUNT NO. _____

MAP _____

LIBER 250 PAGE 350

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of Saginaw)

The foregoing instrument was acknowledged before me this 8th day of October, 1973,
 by Harry F. Turbin and Virginia Ann Turbin

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

INDEXED

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of Emmet)

The foregoing instrument was acknowledged before me this 13th day of November, 1973,
 by Arthur W. Mayle

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

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 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 _____

D. E. Blin
 RETURN TO LAND & ELECT. R/W DEPT.
 CONSUMERS POWER COMPANY
 1845 W. PARKHALL ROAD
 JACKSON, MICHIGAN 49201