

13

TITLE DATA

CONSUMERS POWER COMPANY

Lloyd L. Fields et al

TRACT 471-D85-2

Easement 11-19-73 4-15-74 251 559

ACCOUNT NO. Pol 63

MAP 13

EMMET TO RIGGSVILLE-McGULPIN



LIBER 251 PAGE 559

Form 314 7-70

EASEMENT

Lloyd L. Fields and Doris Fields, his wife; Keith L. Fields and Vivian Fields, his wife; Marvin Dean Fields, also known as Marvin D. Fields, and Carmen L. Fields, his wife; and Charles H. Fields and Dortha P. Fields, his wife, all of Route #4, Winchester, Indiana 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 Southeast 1/4 of the Southeast 1/4 of Section 11, Township 37 North, Range 5 West.

State of Michigan } Recorded 15th Day of April A.D. 1974 at 9:10 County of Emmet } O'clock P M Frank J. Bohan 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 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 1/4 line of said Section 14.

SEE NEXT SHEET FOR ADDITIONAL TITLE.

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 19th day of Nov., 1973.

WITNESSES:

Irma Manning, James F. Miller, James F. Miller, Stanley R. Hendrickson

Lloyd L. Fields, Doris Fields, Keith L. Fields, Vivian Fields

Table with columns: MICHIGAN STATE, Emmet COUNTY, Center TOWNSHIP, 11 SECTION, T 37 N TOWN, R 5 W RANGE

Main table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Use Map No. F-19981 Sheet 4 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 _____

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

ACCOUNT NO. _____

MAP _____

LIBER 251 PAGE 561

(INDIVIDUAL ACKNOWLEDGMENT)

INDIANA
 STATE OF MICHIGAN)
 County of Randolph) ss.

The foregoing instrument was acknowledged before me this 19th day of December, 1972, by Lloyd L. Fields and Doris W. Fields



Irma Manning
 Notary Public, Randolph County, Indiana
 My commission expires July 27, 1976

WITNESS the hand and seal of the part of the first part, this day of Jan, 1974.

Signed, Sealed and Delivered in Presence of

<u>Stanley R. Hendrickson</u> Stanley R. Hendrickson	x <u>Marvin Dean Fields</u> (L.S.) Marvin Dean Fields
<u>James F. Miller</u> James F. Miller	x <u>Carmen L. Fields</u> (L.S.) Carmen L. Fields
<u>Alvin M. Fleming</u> Alvin M. Fleming	x <u>Charles H. Fields</u> (L.S.) Charles H. Fields
<u>James F. Miller</u> James F. Miller	x <u>Dorthea P. Fields</u> (L.S.) Dorthea P. Fields

(INDIVIDUAL ACKNOWLEDGMENT)

Indiana
 STATE OF MICHIGAN)
 County of Randolph) ss.

The foregoing instrument was acknowledged before me this 5 day of January, 1974, by Keith L. Fields & Vivian Fields Marvin Dean Fields & Carmen L. Fields

Stanley R. Hendrickson
 Notary Public, Randolph County, Indiana
 My commission expires January 22, 1975

(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 _____

LIBER 251 PAGE 560

att: L. Dille

TITLE DATA

CONSUMERS POWER COMPANY

Ernest L. Fields & wf.

TRACT 471-D85-2

Easement NAME OF GRANTOR Ernest L. Fields & wf. DATE OF INST. 2-3-74 DATE OF RECORD 4-15-74 LIBER 251 PAGE 563

ACCOUNT NO.

MAP 13

EMMET TO RIGGSVILLE-MCGULPIN

Form 314 7-70

File #3698 EASEMENT

LIBER 251 PAGE 563



MICHIGAN

Emmet

Center

STATE

COUNTY

11

T 37 N

R 5 W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Ernest L. Fields and Irene A. Fields, his wife, Gilbert, Arizona 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 Southeast 1/4 of the Southeast 1/4 of Section 11, Township 37 North, Range 5 West.

State of Michigan } Recorded 15th Day of April A.D. 1974 at 9:15 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 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 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 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 this 3rd day of February, 1974.

WITNESSES:

Carol M. Schlechty Sharon A. Hallock

Ernest L. Fields Irene A. Fields

STATE OF ARIZONA } County of Maricopa } SS

The foregoing instrument was Subscribed and Sworn to before me this 3 Day of February 1974, by Ernest L. Fields & Irene A. Fields

Notary Public of Arizona My Commission Expires Dec. 16, 1976

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

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17781 Sheet 4 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. Tax Vouchers _____
6. Other Documents _____

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

ACCOUNT NO. _____

MAP _____

201 12/7

STATE OF ^{Indiana} MICHIGAN)
) SS
 County of Jay)

LIBER 251 PAGE 562

The foregoing instrument was acknowledged before me this 5th day of January, 1974, by Charles H. Fields & Doris Lee P. Fields, his wife



Alvin M. Fleming
 Alvin M. Fleming
 Notary Public, Jay Co., Mich Indiana
 My commission expires May 16, 1977

STATE OF MICHIGAN)
) SS
 County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

Notary Public, _____ Co., Mich
 My commission expires _____

STATE OF MICHIGAN)
) SS
 County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

Notary Public, _____ Co., Mich
 My commission expires _____