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TITLE DATA

CONSUMERS POWER COMPANY

Stanley R. Bodzick et al

TRACT 472-D85-3

Easement

NAME OF GRANTOR 8-16-73 11-8-73 249 01

ACCOUNT NO.

MAP 13

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

EMMET TO RIGGSVILLE - MCGULPIN



LIBER 249 PAGE 01

Form 314 7-70

EASEMENT

Stanley R. Bodzick, also known as Stanley R. Bodzick, Sr., and Stasia Rose Bodzick, also known as Stasia R. Bodzick, his wife, Stanley T. Bodzick, a single man, Donald L. Bodzick, also known as Donald Bodzick, a single man, Kathy Bodzick, also known as Katherine Bodzick, and Josephine Skoczylas, all of Star Route #1, Levering, 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 South 1/2 of the Northeast 1/4 and the North 1/2 of the Southeast 1/4 of Section 11, Township 37 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:

In a Northerly and Southerly direction Westerly of and along and not more than 1300 feet nor less than 1200 feet from the East line of Section 11, Township 37 North, Range 5 West.

State of Michigan } Recorded 8/11 Day of
County of Emmet } NOV A.D. 1973 At 1:20
O'clock P M Frank J. Bohan
REGISTER OF DEEDS

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 50 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 on this 16th day of Aug, 1973.

WITNESSES:

Barbara J. Bodzick
James F. Miller
Jan M. LaFave
Barbara J. Bodzick
Mary R. Mattson
Gaty R. Mattson
Florence Engleman

Stanley R. Bodzick
Stasia Rose Bodzick
Kathy Bodzick
Josephine Skoczylas
Donald L. Bodzick
Stanley T. Bodzick

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

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Eng. 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. Tree Vouchers _____
6. Other Documents _____

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

ACCOUNT NO. _____

MAP _____

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(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of Emmet)

LIBER 249 PAGE 02

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

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 Isabella)

The foregoing instrument was acknowledged before me this 21st day of September, 1973.
 by Donald L. Bodzick and Kathy Bodzick

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 Emmet)

The foregoing instrument was acknowledged before me this 28th day of September, 1973.
 by Stanley T. Bodzick
~~President of _____~~
~~in position on behalf of the corporation~~

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

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