

13

Titus J. Hager et al

ACCOUNT NO.

MAP 13

Easement 12-10-73 3-4-74 250 861

EMMET TO RIGGSVILLE - MCGULPIN (138 KV)

Form 314 7-70

LIBER 250 PAGE 861

EASEMENT

Titus J. Hager, also known as T. James Hager and Marjorie J. Hager, his wife, 4303 Walnut Hills, S.E., Grand Rapids, Michigan and Eleanor H. DeFoe, also known as Eleanor Hager DeFoe, 1545 Marquette St., S.W., Grand Rapids, 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 North 1/2 of the Northeast 1/4 of Section 11, Township 37 North, Range 5 West.

State of Michigan } Recorded 4/21 1974
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:

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.

In the event of any future construction or development on said land second party agrees to elevate or relocate its lines of poles and wires on the lands of the grantor to accommodate such construction or development, as may be required by the grantor. All expenses involved in relocating the lines, poles, etc., in entirely for grantee.

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.

Grantee is to properly record this easement at Register of Deeds. 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 10th day of December, 1973.

WITNESSES:

Thaddeus W. Buzalski
Robert J. Johnson
Budd A. Nichols

RICHARD G. HEERINGA
Notary Public, Kent County, Mich.
My commission expires Nov. 9, 1977
Titus J. Hager
Marjorie J. Hager
Eleanor H. DeFoe

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Rows for MICHIGAN STATE, Emmet COUNTY, Center TOWNSHIP, 11 SECTION, T37N TOWN, R5W RANGE.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17781 Sheet 4 of 6 Sheet
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

ACCOUNT NO.

MAP

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

9320

LIBER 250 PAGE 802

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Kent) ss.

The foregoing instrument was acknowledged before me this 10th day of December, 1973
by Titus J. Hager, Marjorie J. Hager, Eleanor H. DeFoe

Richard G. Hering
Richard G. Hering
Notary Public, Kent County, Michigan
My commission expires 11-9-77

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ 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 _____

INDEXED

ATTN: DE BLISS
RETURN TO LAND & ELECT. R/W DEPT.
CONSUMERS POWER COMPANY
1945 W. PARKALL ROAD
JACKSON, MICHIGAN 49201