

TITLE DATA

Joel R. Roberts & wf., Cecil Jane

TRACT 475-D85-3

13

Easement 8-16-73 9-6-73 1247 509

Pcl 59

ACCOUNT NO.

W.O. 5544

MAP 13

EMMET TO RIGGSVILLE-MCGULPIN

Form 314 7-70

LIBER 247 PAGE 509

EASEMENT

Joel R. Roberts and Cecil Jane Roberts, also known as C. Jane Roberts, his wife, 5528 East Main, Pellston, 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 South 1/2 of the Southeast 1/4 of Section 2, 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 2, Township 37 North, Range 5 West.

State of Michigan } Recorded 6th Day of Sept A.D. 1973 at 11:15 O'clock A.M. Frank J. Behan 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 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 16th day of August, 1973

WITNESSES:

J. F. Chromic J. F. Chromic Donna Lee Bonter Donna Lee Bonter James F. Miller James F. Miller

Joel R. Roberts Joel R. Roberts Cecil Jane Roberts Cecil Jane Roberts

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Sub-headers: MICHIGAN STATE, Emmet COUNTY, Center TOWNSHIP, SECTION 2, TOWN T 37 N, RANGE R 5 W, PLAT OR AREA.

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. F-19781 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

ACCOUNT NO. \_\_\_\_\_

MAP \_\_\_\_\_

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

2a-

LIBER 247 PAGE 510

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN    )  
                                  ) ss.  
County of Emmet    )

The foregoing instrument was acknowledged before me this 16th day of August, 19 73.  
by Cecil Jane Roberts.

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 Cheboygan    )

The foregoing instrument was acknowledged before me this 16th day of August, 19 73.  
by Joel R. Roberts.

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 \_\_\_\_\_ a \_\_\_\_\_  
corporation, on behalf of the corporation.

Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_