

TITLE DATA

Douglas J. Bennett

Easement NAME OF GRANTOR 10-9-73 11-30-73 1249 1362

ACCOUNT NO.

EMMET TO RIGGSVILLE - MCGULPIN (138 KV)

Form 314 7-70

File # 3678 EASEMENT



LIBER 249 PAGE 362

MICHIGAN STATE

Emmet COUNTY

Center TOWNSHIP

MUNICIPALITY

SECTION 2

T 37 N R 5 W TOWN RANGE

PLAT OR AREA

Douglas J. Bennett, also known as Douglas Jay Bennett, a single man, 1413 Lincoln, Flint, 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 2, Township 37 North, Range 5 West, excepting therefrom the West 12 rods thereof, also excepting therefrom the East 32 rods of the West 44 rods of the North 14 rods of the Northeast 1/4 of said Section.

Recorded 30th Day of NOV. A.D. 1973 at 12:05 O'clock P.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 East and West 1/4 line of Section 2, Township 37 North, Range 5 West, at a point not more than 1300 feet nor less than 1200 feet West of the East line of said Section, running thence North parallel to 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 1350 feet nor less than 1250 feet South of the North line of said Section 2, thence Northeasterly to a point not more than 650 feet nor less than 550 feet North of the South line of Section 35, Township 38 North, Range 5 West, Bliss Township of said County, at a point not more than 450 feet nor less than 430 feet West of the East line of said Section 35 of said Township.

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 and the same has been acknowledged by the Grantor this 9 day of OCT, 1973.

WITNESSES:

Philip B. Boyd, James F. Miller

Douglas J. Bennett

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

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-17781 Sheet 4 of 6 Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS PINED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search YES _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

