

13

TITLE DATA

MICHIGAN

Emmet

Carp Lake

CONSUMERS POWER CO.

Dale C. Hankins & wf

STATE

COUNTY

TOWNSHIP

2

T38N

R4W

TRACT 524-D85-6

Easement

NAME OF GRANTOR

11-5-74

11-27-74

256

336

MUNICIPALITY

SECTION

TOWN

RANGE

MAP 16

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

EMMET TO RIGGSVILLE-MC GULPIN 138KV

Form 314 3-74

file 3698

LIBER 256 FACE 336

Parcel #7



EASEMENT

Dale C. Hankins, also known as Dale Hankins and Bessie Hankins, his wife, 526 Wachtel, Petoskey, 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 Carp Lake, County of Emmet, and State of Michigan, to-wit:

The North 1/2 of the North 1/2 of the Southwest 1/4 of Section 2, Township 38 North, Range 4 West, excepting therefrom the West 208 feet thereof.

Recorded 27th Day of Nov. 1974 at 11:10 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 at a point not more than 1300 feet nor less than 1100 feet East of the West line of Section 2, Township 38 North, Range 4 West, at a point not more than 1320 feet nor less than 1290 feet North of the South line of said Section, running thence Northeasterly to a point not more than 300 feet nor less than 100 feet East of the West line of Section 36, Township 39 North, Range 4 West, at a point not more than 1800 feet nor less than 1600 feet North of the South line of said Section 36.

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 each side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 40 feet in height on the land of the Grantor described in this easement within 95 feet on each 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 each 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 ~~at Carp Lake, Michigan, this 5th day of November, 1974.~~ this 5th day of November, 1974.

WITNESSES:

Charles Thornton

Charles Thornton

William H. Zimmerman

William H. Zimmerman

Dale C. Hankins

Dale C. Hankins

Bessie Hankins

Bessie Hankins

MAPPED AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. E-17791 Sheet 6 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 \_\_\_\_\_