

13

TITLE DATA

CONSUMERS POWER COMPANY

Clayton L. Kilpatrick & wf.

TRACT 479-D85-1

Easement

NAME OF GRANTOR

10-3-73 11-8-73 249 17

ACCOUNT NO. Pol 55

MAP 17

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

EMMET TO RIGGSVILLE - MCGULPIN

Form 314 7-70

BASEMENT

LIBER 249 PAGE 17



Clayton L. Kilpatrick, also known as Clayton Kilpatrick, and Alice P. Kilpatrick, also known as Pauline Kilpatrick, his wife, Star Route, 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 Bliss County of Emmet and State of Michigan, to-wit:

The South 1/4 of the East 1/2 of the East 1/2 of Section 35, Township 38 North, Range 5 West, excepting therefrom the East 453 feet of the South 132.5 feet thereof, also excepting therefrom the East 10 rods of the North 16 rods thereof.

State of Michigan } Recorded 8th Day of NOV. A.D. 1973 at 2:00 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 line of Section 35, Township 38 North, Range 5 West, at a point not more than 10 feet North of or not more than 10 feet South of the East and West 1/4 line of said Section, running thence Westerly along and not more than 10 feet North of or not more than 10 feet South of the East and West 1/4 line of said Section to a point not more than 450 feet nor less than 430 feet West of the East line of said Section 35, running thence Southerly parallel to and not more than 450 feet nor less than 430 feet West of the East line of said Section to a point not more than 650 feet nor less than 550 feet North of the South line of said Section, thence Southwesterly to a point not more than 1350 feet nor less than 1250 feet South of the North line of Section 2, Township 37 North, Range 5 West, Center Township of said County, at a point not more than 1300 feet nor less than 1200 feet West of the East line of said Section 2 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 on this 3rd day of Oct, 1973

WITNESSES:

Signature of Clayton L. Kilpatrick

Signature of Alice P. Kilpatrick

Signature of Jerry D. Kilpatrick and James F. Miller

Signature of Clayton L. Kilpatrick

Signature of Alice P. Kilpatrick

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Rows for MICHIGAN STATE, EMMET COUNTY, Bliss TOWNSHIP, 35 SECTION, T 38 N, R 5 W. Includes a grid for PLAT OR AREA.

MAPS AND CHECKER

IN THE FILE IS A PRIOR ESMT
NOT REQUIRED FOR LINE CONST.
DATED 8-10-73 L247 P336.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17781 Sheet 14 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 _____

