

TITLE DATA

MICHIGAN STATE

Emmet COUNTY

Wawatam TOWNSHIP

CONSUMERS POWER CO.

Glenn R. Chamberlain, Jr. & wf.

TRACT 533-D85-10*

Easement 4-4-74 9-6-74 254 881

Municipality SECTION TOWN RANGE McGULPINS PRIVATE CLAIM NO. 335

MAP 19

EMMET TO RIGGSVILLE-MC GULPIN

Parcel #2

Form 314 7-70

File #3698 EASEMENT

LIBER 254 PAGE 881

Glenn R. Chamberlain, Jr. and Muriel G. Chamberlain, his wife, 3625 W. River Drive, Comstock, 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 Wawatam County of Emmet and State of Michigan, to-wit:

Commencing at the Southwest corner of McGulpins Private Claim No. 335, Section 14, Township 39 North, Range 4 West, thence North 85° East along the South line of said Claim 151 rods, thence North 5° West 151 rods, thence South 85° West 151 rods to the West line of said Claim, thence South 5° East along the West line of said Claim to the place of beginning, excepting therefrom Chamberlain Estate Plat, if any part thereof there be in said described land.

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 200 feet nor less than 100 feet North of the South line of Section 14, Township 39 North, Range 4 West, at a point not more than 200 feet nor less than 100 feet East of the North and South 1/4 line of said Section, thence Northerly along and not more than 200 feet nor less than 100 feet East of said North and South 1/4 line of said Section to a point not more than 500 feet nor less than 400 feet South of the East and West 1/4 line of said Section, thence Northwesterly to a point not more than 20 feet South of said East and West 1/4 line of said Section, at a point not more than 57 feet West of said North and South 1/4 line of said Section, thence Northerly along and not more than 57 feet West of said North and South 1/4 line of said Section to Consumers Power Company's existing fee strip.

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 75 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 65 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 this 4th day of April, 1974.

WITNESSES:

Elizabeth J. Sage

James F. Miller

Marcia R. Knoester

William H. Zimmerman

Glenn R. Chamberlain, Jr.

Muriel G. Chamberlain

State of Michigan } Recorded 6th Day of April A.D. 1974 At 10:30

County of Emmet } Frank J. Bohan REGISTER OF DEEDS

34a

LIBER 254 PAGE 881

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of Kent) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 1974, by Muriel G. Chamberlain

James F. Miller, Notary Public, Jackson County, Michigan. My commission expires August 25, 1975

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of Kent) ss.

The foregoing instrument was acknowledged before me this 11th day of June, 1974, by Glenn R. Chamberlain, Jr.

William H. Zimmerman, Notary Public, Jackson County, Michigan. My commission expires July 22, 1974

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of) ss.

The foregoing instrument was acknowledged before me this day of 1974, by President of corporation, on behalf of the corporation.

Notary Public, County, Michigan. My commission expires

INDEXED

RETURN TO BUREAU OF RECORDS, NEW DEPT. CONSUMERS POWER COMPANY 1045 W. PARKER ROAD JACKSON, MICHIGAN 49201

MAPPED AND CHECKED

PREPARED BY LUCILLE E. DIBBLE, CONSUMERS POWER CO. 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17781 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 YES _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____