

13

TITLE DATA

STATE Montmorency COUNTY Rust

TOWNSHIP 1 SECTION 130N RANGE 4E

CONSUMERS POWER CO.

Garnet Schmidt, Mervil Schmidt H/W

Easement

NAME OF GRANTOR

9-29-93, 11-18-93 337 355 W 0 1755

MUNICIPALITY

SECTION

TOWN

RANGE

TRACT 573-1-D103-3

MAP 8

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

PLAT OR AREA

Stockmar (Hillman) Spur 138 KV Transmission Line Line segment "h"

007-101-000-050-00 007-101-000-070-00 007-101-000-080-00

Parcel 1A

LIBER 337 PAGE 356

Parcel A

LIBER 337 PAGE 355

FILE #4171 EASEMENT

07557

Garnet Schmidt, also known as Garnet L Schmidt and Mervil Schmidt, also known as Mervil O Schmidt, husband and wife, Route #1, Box 195, Hillman, Michigan 49746 (herein called "Grantor"),

in consideration of One and no/100 to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, (herein called "Consumers Power"), receipt of which is hereby acknowledged, conveys and warrants to Consumers Power, its successors and assigns, Forever, an easement 60 feet in width upon which to erect and maintain 1 electric line consisting of steel towers, pole structures or poles, or any combination of same, and all wires, cables and appliances required for the purpose of transmitting electrical energy and electric control circuits and devices on, over, under and across the following described land (hereinafter called the "base premises") in the Township of Rust, County of Montmorency, and State of Michigan, described as follows, to wit:

The East 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4, excepting therefrom the South 293 feet thereof, and also excepting therefrom M-32 right of way, all being in Section 1, Township 30 North, Range 4 East.

The location of said 60 foot easement on, over, under and across the base premises being described as follows:

A right of way 60 feet in width lying 30 feet on each side of a line described as: Commencing at the North 1/4 corner of Section 1, Township 30 North, Range 4 East; thence North 89° 57' 17" West 22.16 feet along the North line of said Section 1 to the Southeast corner of Section 35, Township 31 North, Range 4 East; thence South 89° 59' 03" West 792.84 feet to the point of beginning of the center line of said 60 foot right of way; thence South 01° 08' 39" East 2147.94 feet; thence approximately South 27° 26' East about 1450 feet to the intersection of State Highway M-32 and the existing power line to which this line is connected.

Also conveying to Consumers Power the right to enter at all times upon said 60 foot easement for the purpose of construction, repairing, renewing, extending, changing, enlarging, patrolling and maintaining such towers, pole structures and poles, with all necessary crossarms, braces, guys and anchors, 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 the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush now standing or growing within the limits of said 60 foot easement, (2) all trees, over 30 feet in height, standing or growing on a strip of land 50 feet in width lying Westerly of and adjoining and measured at right angles to the Westerly line of said 60 foot easement over and across the bases premises, and (3) all trees, over 30 feet in height, standing or growing on a strip of land 50 feet in width lying Easterly of and adjoining and measured at right angles to the Easterly line of said 60 foot easement over and across the base premises, when in the judgement of Consumers Power such trees are considered a potential danger or hazard to the operation and maintenance of electric line facilities constructed on the 60 foot easement herein granted. Also the right to enter upon said 60 foot easement and upon said 50 foot strip of land from time to time to cut, trim, remove and otherwise control trees and brush as aforesaid.

Also conveying to Consumers Power the easement and right to construct, lay and maintain underground counterpoise wire or cables within the boundaries of said 60 foot easement.

It is expressly agreed that no buildings or other structures will be placed within the limits of said 60 foot easement without first securing written consent of Consumers Power. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully completed for some time in the future, and that none of the rights herein granted shall be lost by nonuser for any length of time. Consumers Power shall pay for all damage to crops arising out of the construction and maintenance of said electric line.

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 29th day of September, 1993.

WITNESSES:

Arthur Grosinsky

Garnet Schmidt

Mervil Schmidt

Russel A Barrette

STATE OF MICHIGAN)) SS. COUNTY OF

The forgoing instrument was acknowledge before me this day of 19

Prepared By: F J Cummings Consumers Power Company 212 West Michigan Avenue Jackson, Michigan 49201

RECEIVED MONTMORENCY CTY REGISTRY DEEDS NOV 10 10 17 AM '93 A. PANGAM-HEELROY

Notary Public County, Michigan Acting in County, Michigan My commission expires

Notary Public County, Michigan Acting in County, Michigan My commission expires

RETURN TO: LAND & R/W DEPT CONSUMERS POWER COMPANY ATT: N. P. FISHER JACKSON SERVICE CENTER 1955 PARNALL ROAD JACKSON, MICHIGAN 49201

GENERAL ENGINEERING MAP REFERENCES

Map No. _____ Sheet of Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets