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TITLE DATA

CONSUMERS POWER COMPANY

Gaylord West, a limited partnership

TRACT 410-D85-19

Easement 2-8-73 4-18-73 168 482

ACCOUNT NO. 11-0-5716

MAP 11

Form 314 7-70

GAYLORD-LIVINGSTON

3314

Pol. #3a 3-

LIBER 168 PAGE 482

EASEMENT

MICHIGAN STATE

Livingston COUNTY

Otsego TOWNSHIP

MUNICIPALITY

32 SECTION

31N TOWN

3W RANGE

PLAT OR AREA

Gaylord West, a limited partnership, Main Street, Gaylord, 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 Livingston of County of Otsego and State of Michigan, to-wit:

The SW'ly 200 feet of all that part of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 31 North, Range 3 West, lying NE'ly of the NE'ly line of the Boyne City, Gaylord and Alpena Railroad right of way.

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:

Being in a NW'ly and SE'ly direction, NE'ly of and not more than 70 feet from the NE'ly line of the Boyne City, Gaylord and Alpena Railroad right of way.

RECORDED 18th DAY OF April 1973 AT 10 o'clock A.M. Theodore A. D. REGISTER OF DEEDS

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 70 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 100 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 or has caused this instrument to be executed by its President this 8th day of February, 1973.

WITNESSES:

Sandra E. Mitchell Sandra E. Mitchell Samuel B. Miller Samuel B. Miller

Gaylord West, A Limited Partnership

By: Prestige Properties, Inc., General Partner

Gerald M. Batterson, Its President

JOURNAL ENTRY

DATE

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty with vertical lines.



GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-17144 Sheet _____ of _____ 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 _____

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 410-D85-19 (Contd)

NAME OF GRANTOR

ACCOUNT NO.

MAP

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

218157

(INDIVIDUAL ACKNOWLEDGMENT)

LIBER 168 PAGE 483

STATE OF MICHIGAN)
County of) ss.

The foregoing instrument was acknowledged before me this ___ day of ___, 19__.

by _____

Notary Public, _____ County, Michigan

My commission expires _____

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of) ss.

The foregoing instrument was acknowledged before me this ___ day of ___, 19__.

by _____

Notary Public, _____ County, Michigan

My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Otsego) ss.

The foregoing instrument was acknowledged before me this 8th day of February, 1973.
by Gerald M. Batterson, President of Prestige Properties, Incorporated, General Partner
of Gaylord West, a limited partnership, on behalf of the partnership.

Samuel B. Miller
Notary Public, Gratiot County, Michigan
My commission expires December 6, 1975