

13 13A TITLE DATA  
 Henry Swartz Sr. and Anna M. Swartz, his wife  
 Easement | 2-23-1960 | 7-14-1960 | 119 | 172 |  
 KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

CONSUMERS POWER COMPANY 03

533-D5-9  
 TRACT 533-D5-7  
 MAP 13-69

066001  
 MICROFILMED 1963  
 ACCOUNT NO. 11.550707

FORM 321 MULT - 56  
 171/2  
 KARN - LOUD TRANSMISSION LINE  
 RIGHT OF WAY  
 Parcel #193  
 Recorded ..... day of .....  
 A.D. 19... at ..... o'clock ..... M.  
 Liber. .... Page.....  
 Register of Deeds

MICHIGAN | Arenac | Turner  
 STATE | COUNTY | TOWNSHIP  
 | 18 & 17 | T 20 N | R 6 E  
 MUNICIPALITY | SECTION | TOWN | RANGE

Henry Swartz Sr. and Anna M. Swartz, also known as Anna Swartz,  
 his wife, and in her own right;  
 first parties... in consideration of One Dollars (\$1.00) to  
 paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave.,  
 Jackson, Michigan, second party, receipt of which is hereby acknowledged. Convey... to the second party, its  
 successors and assigns, forever, the easement and right to erect, lay and maintain lines consisting of poles, wires, cables,  
 conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-  
 munication business on, over, under and across the following described parcel... of land, including all public highways upon or  
 adjacent to said parcel... of land, which parcels... situate in the Township... of... County  
 of... and State of Michigan, to-wit:

A parcel of land containing 40 acres off the North side of that part of the East 1/2 of  
 Section 18, lying Southeasterly of a line, which is parallel with and 4 rods Southeasterly  
 of the Southeasterly line of the Detroit and Mackinac Railway right of way; also the South  
 1/2 of the Northwest 1/4 of Section 17, being all in Township 20 North, Range 6 East.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specif-  
 ically described as follows: Sec. party may locate sd route on, over and across sd above desc land, along  
 or adjoining as near as prac a line, which sd line is desc as beg on the S line of Sec 18,  
 T20N, R6E, at a point not more than 116 ft SE'ly of the SE'ly line of the Detroit and Mackinac  
 Railway right of way, run th NE'ly to a point not more than 250 ft S of the N, E & W 1/8  
 line of sd Sec 18 at a point not more than 116 ft SE'ly of the SE'ly line of sd Railway Right  
 of way, run th NE'ly to a point not more than 100 ft E of the W line of Sec 17 of sd Twp at a  
 point not more than 70 ft S of the N, E & W 1/8 line of sd Sec 17, run th E'ly to a point not  
 more than 600 ft nor less than 500 ft W of the N & S 1/4 line of sd Sec 17 at a point not more  
 than 70 ft S of the N, E & W 1/8 line of sd Sec, run th N'ly to the N line of sd Sec 17 at  
 a point not more than 600 ft nor less than 500 ft W of the N & S 1/4 line of sd Sec.

With full right and authority to the second party, 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 cables, conduits and towers, poles and other supports, with all necessary braces, guys, anchors  
 manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors  
 for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and  
 brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction,  
 operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such  
 wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited  
 use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein  
 authorized. Second party to pay first party for any damage to crops, fields, fences and drain  
 tile caused by the construction and maintenance of said line of poles and wires.

WITNESS the hand s... and seal s... of the parties... of the first part, this 23rd day of February 1960.

Signed, Sealed and Delivered in Presence of  
 Paul Swartz } Henry Swartz Sr. (L.S.)  
 Alvin Swartz } Anna M. Swartz (L.S.)  
 Alvin Swartz }  
 (L.S.)  
 (L.S.)

STATE OF MICHIGAN )  
 ) ss.  
 County of Maricopa )  
 On this 23rd day of February 1960,  
 before me, a Notary Public of Michigan, acting in Maricopa County, personally appeared  
 Henry Swartz Sr. &  
 Anna Swartz w/f

to me known to be the same persons named in and who executed the  
 foregoing instrument, and severally acknowledged the execution of the same  
 to be their free act and deed.  
 Notary Public,  
 My commission expires 3/1/60 Maricopa Co., Mich.  
 F. S. Heatwole

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
	\$ 1,029 02				\$ 1,029 02		Original Cost (See Vol. LR4, Exh. 5a-1, Working Papers)	581		Dec. 1961	

fw

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16403 Sheet 7&8 of 9 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 Voucher Yes \_\_\_\_\_