

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

066001  
MICROFILMED 1963

ACCOUNT NO. 11-550707

MAP 13-69

FORM 321 MULT - 56

KARN - LOUD TRANSMISSION LINE  
RIGHT OF WAY  
Parcel #193  
Recorded ..... day of .....  
A.D. 19... at ..... o'clock ..... M.  
Liber. .... Page.....  
Register of Deeds

171/2

w/m w/w

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 be 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 communication 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 Turner County of Arenac 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.

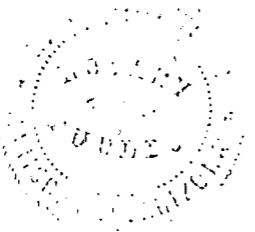
The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Sec. party may locate sd route on, over and across sd above desc land, along or adjoining as near as prac a line, which sd line is desc as beg on the 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 Sr. (L.S.)  
Alvin Swartz (L.S.)  
Henry Swartz Sr. (L.S.)  
Anna M. Swartz (L.S.)

STATE OF MICHIGAN )  
County of Maricopa ) ss.  
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.  
F. S. Heatwole  
Notary Public, My commission expires 3/1/60 Maricopa Co., Mich.

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

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 \_\_\_\_\_