

TITLE DATA  
Stanley Kritcher & wf

MICHIGAN  
STATE

Emmet  
COUNTY

Bear Creek  
TOWNSHIP

CONSUMERS POWER CO.

Easement

NAME OF GRANTOR

MUNICIPALITY

SECTION

TOWN

RANGE

TRACT 429-D85-14

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

W.O.# 5544

PLAT OR AREA

MAP

3

Form 314 3-74

13

File #3698 EMMET TO RIGGSVILLE-McGULPIN 138KV

LIBER 267 PAGE 586 Pl 115

300

LIBER 267 PAGE 587

EASEMENT

Stanley Kritcher, also known as Stanley W. Kritcher, and Marjorie L. Kritcher, his wife,  
1090 Bayview Trail, Route #4, Petoskey, 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 Bear Creek, County of Emmet, and  
State of Michigan, to-wit:

The Easterly 33 acres of the North fractional  $\frac{1}{2}$  of the Northwest fractional  $\frac{1}{4}$  of Section  
2, Township 34 North, Range 5 West.

State of Michigan } Recorded 28th Day of  
County of Emmet } Jul A.D. 1976. At 2:05  
O'clock P M } Julia E. Beer  
REGISTER OF DEEDS

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 approximately 713 feet West of the North and South  $\frac{1}{4}$  line of Section  
2, T 34 N, R 5 W, at a point approximately 70 feet South of the North  $\frac{1}{8}$  line of said  
Section, running thence NE'ly to a point approximately 996 feet North of the North  $\frac{1}{8}$  line  
of said Section 2, at a point approximately 80 feet East of the North and South  $\frac{1}{4}$  line of  
said Section, running thence North along and approximately 80 feet distant East of the  
North and South  $\frac{1}{4}$  line of said Section to the North line of said Section, at a point 79.45  
feet East of the North  $\frac{1}{4}$  post of said Section 2.

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 45 feet on each side of the center line of the ~~towers~~,  
pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 40 feet in  
height on the land of the Grantor described in this easement within 85 feet on each 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 each 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 ~~at his residence at his home at his place of business at~~  
~~at the office of the Register of Deeds at the office of the Register of Deeds at the office of the Register of Deeds~~ this 26th day of May, 1976.

WITNESSES:

Conrad R. Coleman

Conrad R. Coleman

William H. Zimmerman

William H. Zimmerman

Marjorie L. Kritcher

Marjorie L. Kritcher

Stanley Kritcher

Stanley Kritcher

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Emmet ) ss.

The foregoing instrument was acknowledged before me this 26th day of  
May, 1976, by Stanley Kritcher and Marjorie L. Kritcher

William H. Zimmerman  
Notary Public, Emmet County, Michigan  
WILLIAM H. ZIMMERMAN  
My commission expires June 5, 1978  
Notary Public, Emmet County, Mich.  
My Commission Expires June 5, 1978

(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 \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

President of \_\_\_\_\_  
a \_\_\_\_\_ corporation, on behalf of the corporation.

Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_

MAPPED  
AND  
CHECKED

INDEXED

RETURN TO LAND & R/W DEPT.,  
CONSUMERS POWER COMPANY  
HAYES BUILDING  
212 W. MICHIGAN AVENUE  
JACKSON, MICHIGAN 49201

**GENERAL ENGINEERING MAP REFERENCES**

Use Map No. F-17781 Sheet 1 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 \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_