

13

TITLE DATA

CONSUMERS POWER COMPANY

Ferol V. Mutton et al

TRACT 444-D85-14

NAME OF GRANTOR  
Easement 9-24-73 12-12-73 1249 1552  
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. Pcl 91

MAP 6-56

EMMET TO RIGGSVILLE - MCGULPIN (138 KV)

Form 314 7-70

File # 368



LIBER 249 PAGE 552

EASEMENT  
Ferol V. Mutton, also known as Ferol Mutton, 1016 W. Mt. Hope, Lansing, Michigan;  
Billy R. Tutor and Jeanette M. Tutor, his wife, P.O. Box 321, W. Conway Road, 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 Little Traverse County of Emmet  
and State of Michigan, to-wit:

A parcel of land in the Southeast  $\frac{1}{4}$  of Section 14, Township 35 North, Range 5 West, described  
as beginning at a point North 89° 51' West 1327.44 feet and South 0° 8' West 241.96 feet from  
the East  $\frac{1}{4}$  post of said Section, running thence North 89° 45' East 874.45 feet to the center  
line of West Conway Road, thence 533.48 feet along the arc of a curve to the right whose  
central angle is 26° 41' 43" whose radius is 1145 feet and whose chord bears South 39° 3' 50"  
East 528.67 feet, thence South 89° 15' West 1208.57 feet, thence North 0° 8' East 411.94 feet  
to place of beginning.

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:

In a Northerly and Southerly direction Westerly of and along and not more than 1300 feet  
nor less than 1240 feet from the East line of Section 14, Township 35 North, Range 5 West.

State of Michigan } Recorded 12/11 Day of  
County of Emmet } Dec A.D. 1973 At 9:50  
O'clock A M Frank J. Behan  
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 60 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 90 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 ~~at his office in the County of Emmet, State of Michigan, this~~  
~~XXXXXX~~ day of Sept 24, 1973.

WITNESSES:

Richard Bobier  
Richard Bobier

Billy R. Tutor  
Billy R. Tutor

Martin T. Patterson  
Martin T. Patterson

Jeanette M. Tutor  
Jeanette M. Tutor

Eleanore Patterson  
Eleanore Patterson

Ferol V. Mutton  
Ferol V. Mutton

Martin T. Patterson  
Martin T. Patterson

MICHIGAN STATE | Emmet COUNTY | Little Traverse TOWNSHIP  
14 SECTION | T35N | R5W TOWN RANGE

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

MAPPED AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. E-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 \_\_\_\_\_

NAME OF GRANTOR \_\_\_\_\_  
 KIND OF INSTRUMENT \_\_\_\_\_ DATE OF INST. \_\_\_\_\_ DATE OF RECORD \_\_\_\_\_ LIBER \_\_\_\_\_ PAGE \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

MAP \_\_\_\_\_

(INDIVIDUAL ACKNOWLEDGMENT)

LIBER 249 No. 558

STATE OF MICHIGAN )  
 ) ss.  
 County of Emmet )

The foregoing instrument was acknowledged before me this 24th day of September, 1973,  
 by Billy R. Tutor and Jeanette M. Tutor

INDEXED

Martin T. Patterson  
 Martin T. Patterson  
 Notary Public, Kent County, Michigan  
 My commission expires May 19, 1975

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
 County of Ingham )

The foregoing instrument was acknowledged before me this 24th day of September, 1973,  
 by Ferol V. Mutton

Martin T. Patterson  
 Martin T. Patterson  
 Notary Public, Kent County, Michigan  
 My commission expires May 19, 1975

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
 County of \_\_\_\_\_ )

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 \_\_\_\_\_