

TITLE DATA

J. Howard Laughbaum et al

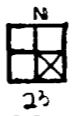
TRACT

MAP

ACCOUNT NO.

Easement 110-30-73 112-12-73 1249 1550  
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

EMMET TO RIGGSVILLE - MCGULPIN



LIBER 249 PAGE 550

Form 314 7-70

J. Howard Laughbaum, also known as Howard Laughbaum and Lucy A. Laughbaum, also known as Lucy Laughbaum, his wife; and Earl A. Laughbaum, also known as Earl Laughbaum and Esther M. Laughbaum, also known as Esther Laughbaum, his wife, all of Route #1, Pellston, 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 Center County of Emmet and State of Michigan, to-wit:

The Southeast 1/4 of Section 23 and the East 1/2 of Section 26, all being in Township 37 North, Range 5 West, excepting therefrom the East 315 feet of the North 689 feet of the Southeast 1/4 of said Section 23.

Recorded 12/18 Day of Dec. A.D. 1923 at 9:45  
Frank J. Dehan 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 not more than 1350 feet nor less than 1250 feet West of the East line of Section 35, Township 37 North, Range 5 West, at a point not more than 450 feet nor less than 350 feet South of the North line of said Section, running thence Northerly to a point not more than 1400 feet nor less than 1300 feet West of the East line of Section 26 of said Township, at a point not more than 1350 feet nor less than 1300 feet North of the South line of said Section 26, thence Northerly to a point not more than 1430 feet nor less than 1330 feet West of the East line of Section 23 of said Township, at a point not more than 1400 feet nor less than 1300 feet South of the North line of said Section 23.

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 7 1/2 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 60 feet in height on the land of the Grantor described in this easement within 4 1/2 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 Pellston, Michigan, this 30th day of Oct., 1923.

WITNESSES:

David J. Laughbaum  
James F. Miller

J. Howard Laughbaum  
Lucy A. Laughbaum  
Earl A. Laughbaum  
Esther M. Laughbaum

MICHIGAN STATE  
Emmet COUNTY  
Center TOWNSHIP  
23 & 26 SECTION  
T37N TOWN  
R5W 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. F-17781 Sheet 3 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

ACCOUNT NO.

MAP

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

105.50

(INDIVIDUAL ACKNOWLEDGMENT)

LIBER 249 24551

STATE OF MICHIGAN )  
County of Emmet ) ss.

The foregoing instrument was acknowledged before me this 30th day of October, 1973, by J. Howard Laughbaum, Lucy A. Laughbaum, Earl A. Laughbaum and Esther M. Laughbaum

INDEXED

James F. Miller  
Notary Public, Jackson County, Michigan  
My commission expires August 25, 1975

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

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