

13

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 476-D85-4

Hugh Byard

Easement 8-15-73 11-8-73 249 13

ACCOUNT NO.

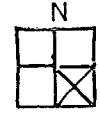
MAP 13

EMMET TO RIGGSVILLE - MCGULPIN

Form 314 7-70

EASEMENT

LIBER 249 PAGE 13



MICHIGAN STATE

Emmet COUNTY

Center TOWNSHIP

2 SECTION

T 37 N R 5 W TOWNSHIP

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Hugh Byard, a single man, Star Route, Levering, 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 of Emmet County of Emmet, and State of Michigan, to-wit:

The North 1/4 of the Southeast 1/4 of Section 2, Township 37 North, Range 5 West.

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 1200 feet from the East line of Section 2, Township 37 North, Range 5 West.

Recorded 8th Day of NOV. A.D. 1973 at 1:50 P.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 40 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 95 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, and the same has been acknowledged before me this 15th day of Aug, 1973.

WITNESSES:

Sharon Lehtola Sharon Lehtola

Hugh Byard Hugh Byard

James F. Miller James F. Miller

MAPPED AND CHECKED

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

**GENERAL ENGINEERING MAP REFERENCES**

Plan No. F-17781 Sheet 4 of 6 Sheets  
Elev & 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

29 a.

(INDIVIDUAL ACKNOWLEDGMENT)

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STATE OF MICHIGAN )  
                          ) ss.  
County of Emmet )

The foregoing instrument was acknowledged before me this 15th day of August, 1973,  
by Hugh Byard

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

(INDIVIDUAL ACKNOWLEDGMENT)

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

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

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

(CORPORATE ACKNOWLEDGMENT)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_,  
President of \_\_\_\_\_,  
corporation, on behalf of the corporation.

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

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