

13

TITLE DATA

CONSUMERS POWER COMPANY

Calvin U. Ball & wf., Florence E.

TRACT 489-D85-3

Easement

NAME OF GRANTOR

8-8-73 8-30-73 247 332

ACCOUNT NO.

MAP 16

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

POL 42+46

W.D. 5544

EMMET TO RIGGSVILLE-MCGULPIN

Form 314 7-70

EMMET BASSEMENT

LIBER 247 PAGE 332

MICHIGAN STATE

Emmet COUNTY

Carp Lake TOWNSHIP

MUNICIPALITY

31 SECTION

T 38 N R 4 W TOWN RANGE

PLAT OR AREA

Calvin U. Ball and Florence E. Ball, his wife, Star Route 1, 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 Carp Lake, County of Emmet, and State of Michigan, to-wit:

The Northeast 1/4 of the Southeast 1/4 and the North fractional 1/2 of the Southwest fractional 1/4 of Section 31, Township 38 North, Range 4 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 an Easterly and Westerly direction along and not more than 10 feet North or more than 10 feet South of the East and West 1/4 line of Section 31, Township 38 North, Range 4 West.

State of Michigan } Recorded 30th Day of Aug. A.D. 1973 at 11:12 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 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 this 8th day of Aug., 1973.

WITNESSES:

Ella M. Jones, James F. Miller

Calvin U. Ball, Florence E. Ball

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Rows are empty.

MAPPED AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. F-17781 Sheet 4 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 YES \_\_\_\_\_
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

LIBER 247 PAGE 333

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Emmet ) ss.

The foregoing instrument was acknowledged before me this 8th day of August, 1973, by Calvin U. Ball and Florence E. Ball

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

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