

TITLE DATA

Ellis E. Kilpatrick & wf.

Easement 9-20-73 11-8-73 249 09

ACCOUNT NO.

EMMET TO RIGGSVILLE - MCGULPIN

Form 314 7-70

11-8-73

LIBER 249 PAGE 09



MICHIGAN STATE

Emmet COUNTY

Carp Lake TOWNSHIP

32 SECTION

T 38 N R 4 W TOWN RANGE

MUNICIPALITY

PLAT OR AREA

Ellis E. Kilpatrick, also known as Ellis Kilpatrick, and Rosemary Kilpatrick, his wife, 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 Carp Lake, County of Emmet, and State of Michigan, to-wit:

The Northwest 1/4 of the Southwest 1/4 of Section 32, 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 32, Township 38 North, Range 4 West.

State of Michigan } Recorded 8/21 Day of
County of Emmet } Nov. A.D. 1973 At 1:40
O'clock 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 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 92 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 received the same before me this 20 day of Sep, 1973.

WITNESSES:

Mildred A. Niedermeyer

James F. Miller

Roger Warner

James F. Miller

Ellis E. Kilpatrick

Rosemary Kilpatrick

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

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MAPS AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

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 \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 492-D85-1 (Contd)

NAME OF GRANTOR

ACCOUNT NO.

MAP

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

37e

(INDIVIDUAL ACKNOWLEDGMENT)

LIBER 249 PAGE 10

STATE OF MICHIGAN )
) ss.
County of Wexford )

The foregoing instrument was acknowledged before me this 20th day of September, 1973, by Ellis E. Kilpatrick

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

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )
) ss.
County of Emmet )

The foregoing instrument was acknowledged before me this 25th day of September, 1973, by Rosemary Kilpatrick

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

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