

TITLE DATA

Joseph N. Harrington et al

Easement 1-28-74 4-15-74 251 582

ACCOUNT NO.

Pcl 31

EMMET TO RIGGSVILLE-MCGULPIN

Form 314 7-70



LIBER 251 PAGE 582

EASEMENT

Joseph N. Harrington and Lillian M. Harrington, his wife, Star Route, Levering, Michigan; Clyde W. Lemke and Jane Lemke, his wife, 714 W. Popalar Dr., Mascouth, Illinois

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 North 1/2 of the Southeast 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:

Being in an Easterly and Westerly direction along and not more than 10 feet North or South of the East and West 1/4 line of Section 32, Township 38 North, Range 4 West.

State of Michigan } Recorded 15th Day of April A.D. 1974 at 10:05 O'clock A.M. Frank J. Behan REGISTER OF DEEDS

Also conveying the full right and authority to Grantee, its successors, licensees, leasees 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 or has caused this instrument to be executed by him on this 28 day of January, 1974.

WITNESSES:

Michelle C. Faust

Michelle C. Faust

David L. Smith

James F. Miller

Clyde W. Lemke

Jane Lemke

Joseph N. Harrington

Lillian M. Harrington

MAPPED AND CHECK

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Sub-headers: MICHIGAN STATE, Emmet COUNTY, Carp Lake TOWNSHIP, 32 SECTION, T 38 N TOWN, R 4 W RANGE. Includes a grid for PLAT OR AREA.

GENERAL ENGINEERING MAP REFERENCES

Use Map No. F-17781 Sheet 4 of 6 Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract \_\_\_\_\_
- 2. Location of File \_\_\_\_\_
- 3. Title Search YES \_\_\_\_\_
- 4. Mortgage Release \_\_\_\_\_
- 5. True Vendors \_\_\_\_\_
- 6. Other Documents \_\_\_\_\_

NAME OF GRANTOR

ACCOUNT NO.

MAP

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

20115

LIBER 251 PAGE 583

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF <sup>Illinois</sup> MICHIGAN )  
County of Clinton ) ss.

The foregoing instrument was acknowledged before me this 28 day of January, 1974  
by Clyde W. Lemke

Laverne C. Laux  
Laverne C. Laux  
Notary Public, Clinton County, <sup>Illinois</sup> Michigan  
My commission expires 5/20/77

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF <sup>Illinois</sup> MICHIGAN )  
County of Clinton ) ss.

The foregoing instrument was acknowledged before me this 28 day of January, 1974  
by Jane Lemke

Laverne C. Laux  
Laverne C. Laux  
Notary Public, Clinton County, <sup>Illinois</sup> Michigan  
My commission expires 5/20/77

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Emmett ) ss.

The foregoing instrument was acknowledged before me this 3 day of Feb, 1974  
by Joseph N. Harrington  
~~President of~~ XXX  
~~corporation on behalf of the corporation.~~

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

INDEXED

John Smith  
RETURN TO LAND & ELECT. DIV. DEPT.  
CONSUMERS POWER COMPANY  
1945 W. PARNALL ROAD  
JACKSON, MICHIGAN 49201