

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

MICHIGAN	Emmet	Carp Lake
STATE	COUNTY	TOWNSHIP
	32	T 38 N R 4 W
MUNICIPALITY	SECTION	TOWN RANGE

PLAT OR AREA

BALANCE	
TRANSFERS	
AMOUNT	
ITEMS OF COST	
JOURNAL ENTRY	
DATE	

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 ^{Illinois} 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, ^{Illinois} Michigan
My commission expires 5/20/77

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF ^{Illinois} 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, ^{Illinois} 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