

TITLE DATA

Dean M. Schmalzried & wf.

TRACT 5

Easement 19-6-73 14-15-74 1251 1578 1

ACCOUNT NO.

MAP 16

EMMET TO RIGGSVILLE-MOGULPIN

Form 314 7-70

EASEMENT LIBER 251 PAGE 578



Dean M. Schmalzried and Sally J. Schmalzried, his wife, 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 Southeast 1/4 of the Northeast 1/4 of Section 32, and the West 1/2 of the Northwest 1/4 of Section 33, all in Township 38 North, Range 4 West.

State of Michigan } Recorded 15th Day of April A.D. 1974 at 9:55 O'clock P.M. Frank J. Behan REGISTER OF DEEDS

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:

Beginning on the North and South 1/4 line of Section 32, Township 38 North, Range 4 West, at a point not more than 10 feet North or South of the East and West 1/4 line of said Section, thence Easterly along and not more than 10 feet North or South of the East and West 1/4 line of said Section 32 and Section 33 of said Township, to a point not more than 1210 feet nor less than 1190 feet East of the West line of said Section 33, thence Northerly along and not more than 1210 feet nor less than 1190 feet East of the West line of said Section 33 to a point not more than 1320 feet nor less than 1220 feet South of the North line of said Section 33, thence Easterly along and not more than 1320 feet nor less than 1220 feet South of the North line of said Section 33 to the North and South 1/4 line of said Section 33.

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 and the Grantee has accepted the same to the foregoing effect at this 6th day of Sept, 1973.

WITNESSES:

Norma Readmond (Signature) Norma Readmond

Dean M. Schmalzried (Signature) Dean M. Schmalzried

James F. Miller (Signature) James F. Miller

(Signature) _____

Ronald Lounsbury (Signature) Ronald Lounsbury

Sally J. Schmalzried (Signature) Sally J. Schmalzried

James F. Miller (Signature) James F. Miller

(Signature) _____

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Sub-headers: MICHIGAN STATE, Emmet COUNTY, Carp Lake TOWNSHIP, 32 & 33 SECTION, T 38 N TOWNSHIP, R 4 W RANGE, PLAT OR AREA.

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MAPPED AND CHECK

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17781 Sheet 5 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				
KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE

ACCOUNT NO. _____

MAP _____

2-01 82

LIBER 251 PAGE 579

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of Emmet)

The foregoing instrument was acknowledged before me this 6th day of September, 1973,
 by Dean M. Schmalzried and Sally J. Schmalzried

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 _____, a _____
 corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
 My commission expires _____

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