

13 22

TITLE DATA

CONSUMERS POWER COMPANY

Elmer A. Maylowski & wf.

TRACT 502-D85-9

Easement

NAME OF GRANTOR

7-27-73 8-9-73 L246 P859

ACCOUNT NO.

MAP 16

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

Pcl 30

W.O. 5544

EMMET TO RIGGSVILLE-McGULPIN

Form 314 7-70

LIBER 246 PAGE 859

EASEMENT

MICHIGAN STATE

Emmet COUNTY

Carp Lake TOWNSHIP

33

T38N R4W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

Elmer A. Maylowski and Donna Maylowaki, his wife, Route #1, Reed Road, 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 East 1/2 of the Northeast 1/4 of Section 33, 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:

Beginning on the North and South 1/4 line of Section 33, Township 38 North, Range 4 West, at a point not more than 1320 feet nor less than 1200 feet South of the North 1/4 post of said Section, running thence Easterly along and not more than 1320 feet nor less than 1200 feet South of the North line of said Section to a point not more than 550 feet nor less than 450 feet West of the East line of said Section, thence Northerly to a point not more than 600 feet nor less than 500 feet West of the East line of Section 28 of said Township at a point not more than 1200 feet nor less than 1100 feet South of the North line of said Section 28.

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 of ~~this~~ this 27 day of July, 1972.

WITNESSES:

Martin T. Patterson James P. Miller

Elmer A. Maylowski Donna Maylowski

MAPPED AND CHECKED

State of Michigan } Recorded 9th Day of Aug A.D. 1972 AS 9:45 O'clock P.M. Frank J. Behan REGISTER OF DEEDS

PREPARED BY W. D. TRAPHAGEN, CONSUMERS POWER CO. 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-12781 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. Meritoge Release _____
5. Tree Vouchers _____
6. Other Documents _____

NAME OF GRANTOR

ACCOUNT NO.

MAP

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

H.C.

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Washtenaw) ss.

LIBER 246 PAGE 860

The foregoing instrument was acknowledged before me this 27th day of July, 1973,
by Elmer A. Maylowski and Donna Maylowski

INDEX:

Martin T. Patterson
Notary Public, Kent County, Michigan
My commission expires May 19, 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 _____