

13

TITLE DATA

CONSUMERS POWER COMPANY

Raymond Litzner & wf., Ethel R.
NAME OF GRANTOR
Easement 7-28-73 8-9-73 246 861
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

TRACT 507-D85-10

Accl 25 ACCOUNT NO.

MAP 16

W.O. 5544

EMMET TO RIGGSVILLE-McGULPIN

17 Form 314 7-70

7-28-73

LIBER 246 PAGE 861

EASEMENT

Raymond Litzner and Ethel R. Litzner, also known as Ethel Litzner, his wife, Route #1, US-131, 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 Northeast 1/4 of the Northeast 1/4 of Section 28, 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 line of Section 28, Township 38 North, Range 4 West, at a point not more than 400 feet nor less than 300 feet West of the Northeast corner of said Section, running thence Southerly along and not more than 400 feet nor less than 300 feet West of the East line of said Section to a point not more than 60 feet nor less than 40 feet South of the North line of said Section, thence Southwesterly to a point not more than 600 feet nor less than 500 feet West of the East line of said Section, at a point not more than 1200 feet nor less than 1100 feet South of the North line of said Section, thence Southerly to a point not more than 550 feet nor less than 450 feet West of the East line of Section 33 of said Township, at a point not more than 1320 feet nor less than 1200 feet South of the North line of said Section 33.

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 50 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 40 feet in height on the land of the Grantor described in this easement within 90 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 28 pages this 28 day of July, 1973.

WITNESSES:

Martin T. Patterson

James F. Miller

Raymond Litzner

Ethel R. Litzner

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes sub-headers: MICHIGAN STATE, Emmet COUNTY, Carp Lake TOWNSHIP, SECTION 28, TOWN 38 N, RANGE 4 W, PLAT OR AREA.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17731 Sheet 5 of 6 Sheets
Plan or 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. Trace Vouchers _____
6. Other Documents _____

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 507-D85-10 (Contd)

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

ACCOUNT NO. _____

MAP _____

17c

LIBER 246 PAGE 862

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of Washtenaw)

The foregoing instrument was acknowledged before me this 28th day of July, 19 73,
 by Raymond Litzner and Ethel R. Litzner

INDEXED

Martin T. Patterson
 Martin T. Patterson
 Notary Public, Kent County, Michigan
 My commission expires May 19, 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
 corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
 My commission expires _____