

13

Raymond G. O'Neil and wf.

NAME OF GRANTOR

Easement

7-31-73 8-23-73 247 188

ACCOUNT NO.

W.O. 5544

MAP 16

Emmet to Riggsville - McGulpin

Form 314 7-70

(138 KV)

LIBER 247 PAGE 188

EASEMENT

MICHIGAN STATE

Emmet COUNTY

Carp Lake TOWNSHIP

21 SECTION

T38N TOWN

R4W RANGE

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Raymond G. O'Neil and Linda M. O'Neil, his wife, Rt. #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 Southeast 1/4 of Section 21, 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:

In a Northerly and Southerly direction Westerly of and not more than 400 feet nor less than 300 feet from the East line of Section 21, Township 38 North, Range 4 West.

State of Michigan } Recorded 22nd Day of County of Emmet } Aug A.D. 1973 Frank J. Behan REGISTER OF DEEDS

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 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 on this 31st day of July, 1973.

WITNESSES:

Donna Maylowski James P. Miller

Raymond G. O'Neil Linda M. O'Neil

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty with vertical lines.

MAPPED AND CHECKED

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 _____

LIBER 247 INT 189

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of Emmet)

The foregoing instrument was acknowledged before me this 31st day of July, 1973,
 by Raymond G. O'Neil and Linda M. O'Neil.

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 _____
 corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
 My commission expires _____

INDEXED

att. D. E. Bari

RETURN TO LAND & ELECT. R/W DEPT.
 CONSUMERS POWER COMPANY
 1500 W. WALSH ROAD
 JACKSON, MICHIGAN 49201