

13

Ned M. Budzynowski & wf.

Easement

NAME OF GRANTOR 10-12-73 11-8-73 249 11

ACCOUNT NO.

EMMET TO RIGGSVILLE - MCGULPIN

Form 314 7-70

EASEMENT

LIBER 249 PAGE 11



MICHIGAN STATE

Emmet COUNTY

Carp Lake TOWNSHIP

21 SECTION

T 38 N R 4 W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Ned M. Budzynowski and Louise S. Budzynowski, also known as Louise Budzynowski, his wife, 2975 Iowa Avenue, Troy, 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 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 8/11 Day of
County of Emmet } Nov. A.D. 1973 At 1:45
O'clock P.M. 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, or by whom the same is to be deemed to be executed, on this 11th day of Oct., 1973.

WITNESSES:

Celestina Silveria
James F. Miller

Ned M. Budzynowski
Louise S. Budzynowski

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

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

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 _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

NAME OF GRANTOR

ACCOUNT NO.

MAP

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

282

LIBER 249 PAGE 12

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of Oakland)

The foregoing instrument was acknowledged before me this 12th day of October, 1973, by Ned M. Budzynowski and Louise S. Budzynowski

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 ___ a ___ corporation, on behalf of the corporation.

Notary Public, ___ County, Michigan
My commission expires

INDEXED