TITLE DATA

CONSUMERS POWER COMPANY

TRACT 513-D85-6

ACCOUNT NO.

MAP 16

(13)

NAME OF GRANTOR	KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE
Frank J. Skoczylas & wf.	Easement	1-11-74	4-29-74	251	856

EMMET-TO RIGGSVILLE-McGULPIN

Parcel #19

Form 314 7-70

File #3698

EASEMENT

N

LIBER 251 PAGE 856

STATE	COUNTY	TOWNSHIP	MUNICIPALITY	SECTION	TOWN	RANGE
MICHIGAN	Emmet	Carp Lake		16	T 38 N	R 4 W

PLAT OR AREA

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

Frank J. Skoczylas and Sophie M. Skoczylas, his wife, 13059 Bradwell, Sylmar, California 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 ¼ of the Northeast ¼ of Section 16, 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 East and West ¼ line of Section 16, Township 38 North, Range 4 West, at a point not more than 400 feet nor less than 300 feet West of the East line of said Section, thence Northerly along and not more than 400 feet nor less than 300 feet West of the East line of said Section to the North line of said Section.

State of Michigan } Recorded 29th Day of
County of Emmet } April A.D. 1974 At 10:20
O'clock A 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 85' 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 65 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 [redacted] this 11th day of January, 1974.

WITNESSES:

Jeannie A. Faulk / Notary Public
Jeannie A. Faulk
Notary Public, Jackson County, Michigan
My Commission Expires September 20, 1977

Jo Ann Stuart

Olga Moreno

Rosie Trouens

The foregoing instrument was acknowledged before me this 11th day of January, 1974 by Frank J. Skoczylas and Sophia M. Skoczylas.

Frank J. Skoczylas

Sophie M. Skoczylas

PREPARED BY LUCILLE E. DIBBLE, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

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. Trac Vouchers _____
6. Other Documents _____