| TITLE DATA   | CONS                                      | UMER      | S F | ow    | ER       | СО       | MP       | ANY |      |          |     | <b></b> .  |               | ر<br>1 <u>-</u> آ | / <i>i</i> | יי<br>וֹבּתוּ       | ⊱<br>Āi≀ | ģ.    |               |
|--|---|-----------|-----|-------|----------|----------|----------|-----|------|----------|-----|------------|---------------|-------------------|------------|---------------------|----------|-------|---------------|
| Larry O. Smith and wife, Jacqualine J.  NAME OF GRANTOR  Tree Easement   8/25/67   10/23/67   69   23    KIND OF INSTRUMENT DATE OF RECORD LIBER PAGE   No. 14/25  | 262                                       | ACCO      | TNL | NO.   | <u> </u> | <u> </u> | <u> </u> |     |      | .10      |     |            | MAI           |                   |            |                     |          |       |               |
| TITTABAWASSEE-LIVINGSTON   |   |           |     | 11CH1 | GAN      | ]        | 1        |     | C    | )sco     | da  |            |               |                   |            | Èl                  | mer      |       | _             |
| Form 329   | 5-12                                      |           |     | STAT  | E        | JNICIF   | PALIT    | Y   |      | COUN     | TY  |            | 33.<br>ECTIO  | )<br>N            | I          | TOW<br>[ 27<br>[OWN |          |       | NG            |
|  | <b>计</b>                                  |           |     |       |          |          |          |     | PLAT | OR A     | REA |            |               |                   |            |                     |          |       |               |
| Larry O. Smith, also known as Larry Smith and Jacqualine J. Smith, his wife  | <u> </u>                                  |           |     |       | TT       |          |          |     |      |          |     |            |               |                   |            |                     |          |       |               |
| Grantor, in consideration of the sum of —— One Hundred Ninety —— Dollars (\$190.00 to him paid by CONSUMERS POWER COMPANY, A corporation duly authorized to do business in Michigan with its principle office therein at 212 West Michigan Avenue, Tackson, Michigan, Grantee, Conveys and Warrants to Grantee, its successor and assigns, Forever, the easement and right to enter at any time and from time to time upon land hereinafter described a to cut, trim, temove, destroy, or otherwise control any or all trees and brush now or hereafter standing or growing on said land, said land being in the Township of Elmer , County of Oscoda and State of Michigan, described as:   | ·   | BALANCE   |     |       |          |          |          |     |      |          |     |            |               |                   |            |                     |          |       |               |
| The East $40$ feet of the Southeast $\frac{1}{4}$ of Section 33, Township 27 North, Range 2 East.  | 3   | - vo      |     |       |          |          |          |     |      |          |     |            | $\frac{1}{1}$ |                   |            |                     |          |       | $\dagger$     |
| It is understood and agreed that Grantee shall cut and top trees and leave them lay on edge of right of way.  It understood and agreed that Granter shall be permitted to grow and market trees until December 31, 1970.   | A. C. | TRANSFERS |     |       |          |          |          |     | ,    |          |     |            |               |                   |            |                     |          |       |               |
|  |   |           |     |       |          | +        |          |     | 1.   | <u> </u> |     | $+\!\!\!+$ | +             | +                 | igdash     | $\perp$             | +        | orall | $\frac{1}{1}$ |
| INLIGITED STATES  INLIGHTED STATES  INLIGHTED STATES  OCCUMENTARY  |   | AMOUNT    |     |       |          |          |          |     |      | -        |     |            |               |                   |            |                     |          |       | -             |
| Property House and the second  |   | AMO       |     |       |          |          |          |     |      |          |     |            |               |                   |            |                     |          |       |               |
| It is expressly agreed that nonuse or a limited use of the easement and rights hereby granted shall not prevent Grantee from later making use of said easement and rights to the full extent herein authorized. It is further agreed that the consideration received by Grantor for this easement shall be in full payment for the easement and rights hereby granted and for all trees and brush now or hereafter standing or growing on said land.   | e<br>d                                    | L S       |     |       |          |          |          |     |      |          |     |            |               |                   |            |                     |          |       |               |
| When applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.  IN WITNESS WHEREOF, Grantor has executed this instrument this 25t hay of August 196  Signed. Sealed and Delivered in Presence of  | <u>37</u> .                               | S OF COS  |     |       |          |          |          |     |      |          |     |            |               |                   |            |                     |          |       |               |
| Samuel B. Miller  Samuel B. Mi | s.)<br>s.)                                | LTEM      |     |       |          |          |          |     |      |          |     |            |               |                   |            |                     |          |       |               |
| STATE OF MICHIGAN  On this 25 day of August  19  County of Oscada  Michigan, acting in Cocoda County, personally appear  | · ·                                       | ٦         |     |       |          |          |          |     |      |          |     | -          |               |                   |            |                     |          |       |               |
| to me known to be the same person a named in and who executed foregoing instrument, and severally acknowledged the execution of  | h   | JOURNAL   |     |       |          |          |          |     |      |          |     |            |               |                   |            |                     |          |       |               |
| Notary Public, Co., Mi   | ,   | DATE      |     |       |          |          |          |     |      |          |     |            |               |                   |            |                     |          |       | 1             |
| My commission expires  PREPARED BY W. D. TRAPHINGEN, CONSUMERS POWER CO.  212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN  |   | ă         |     |       |          |          |          |     |      |          |     |            |               |                   |            |                     |          |       |               |

CHECKED WALLED

| Line Map No. F - 16944 S Plan & Profile No. S Survey Map No. | hoef of | Sheets<br>Sheets<br>Sheets            |
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| DOCUMENTS FILED WITH ORIGINAL INSTRUME                       | NTS     | · · · · · · · · · · · · · · · · · · · |

2. Opinions of Title

3. Title Search \_\_\_\_\_\_
4. Mortgage Release \_

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