

13

TITLE DATA

CONSUMERS POWER COMPANY

Robert H. Wahl & wf.

TRACT 441-D85-13

Easement

NAME OF GRANTOR

10-1-73 11-8-73 249 15

ACCOUNT NO.

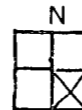
MAP 6-56

EMMET TO RIGGSVILLE - MCGULPIN

Form 314 7-70

EASEMENT

249 PAGE 15



MICHIGAN STATE

Emmet COUNTY

Little Traverse TOWNSHIP

14 SECTION T 35 N R 5 W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Robert H. Wahl and Natalie J. Wahl, his wife, 3999 School Road, Temperance, 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 Little Traverse, County of Emmet, and State of Michigan, to-wit:

The North 1/2 of the South 1/2 of the Southeast 1/4 of Section 14, Township 35 North, Range 5 West, excepting therefrom the East 20 rods of the South 16 rods thereof.

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 along and not more than 1300 feet nor less than 1240 feet from the East line of Section 14, Township 35 North, Range 5 West.

State of Michigan } Recorded 8th Day of NOV-A.D. 19 73 at 1:55 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 60 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 50 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 this 1st day of October, 1973.

WITNESSES:

Jim Leighton, Martin T. Patterson

Robert H. Wahl, Natalie H. Wahl

MAPPED AND CHECKED

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

GENERAL ENGINEERING MAP REFERENCES

Eng. Map No. F-17781 Sheet 1 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

LIBER 249 PAGE 16

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of Lenawee)

The foregoing instrument was acknowledged before me this 1st day of October, 1973, by Robert H. Wahl and Natalie J. Wahl

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 ___ a ___ corporation, on behalf of the corporation.

Notary Public, ___ County, Michigan
My commission expires

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