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TITLE DATA

MICHIGAN STATE

Emmet COUNTY

Pleasantview TOWNSHIP

CONSUMERS POWER CO.

Wilbert G. Werden & wf

35 SECTION 36N TOWNSHIP R5W RANGE

TRACT 452-D85-3

Easement

NAME OF GRANTOR 8-8-74 DATE OF INST 11-18-74 DATE OF RECORD 256 LIBER 142 PAGE

MUNICIPALITY

SECTION

TOWN

RANGE

MAP 9

KIND OF INSTRUMENT

DATE OF INST DATE OF RECORD LIBER PAGE

PLAT OR AREA

EMMET TO RIGGSVILLE-McGULPIN (138KV)

Parcel #81a

Form 314 3-74

File #3698 EASEMENT



LIBER 256 PAGE 142

Wilbert G. Werden and Tina L. Werden, his wife, Route #1, North Conway Road, Alanson, 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 Pleasantview, County of Emmet, and State of Michigan, to-wit:

The North 3/4 of the West 1/2 of the East 1/2 of Section 35, Township 36 North, Range 5 West.

State of Michigan } Recorded 18th Day of
County of Emmet } A.D. 1974 at 10:20
O'clock A M Frank J. Behan
REGISTER OF DEEDS

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 at a point not more than 1200 feet nor less than 1100 feet North of the South line of Section 35, Township 36 North, Range 5 West, at a point not more than 2725 feet nor less than 2675 feet West of the East line of said Section 35, thence Northeasterly to a point not more than 2650 feet nor less than 2640 feet West of the East line of said Section 35, at a point not more than 400 feet nor less than 350 feet South of the North line of said Section 35, thence Northwesterly to a point not more than 2780 feet nor less than 2760 feet West of the East line of Section 26 of said Township, at a point not more than 100 feet nor less than 50 feet North of the South line of said Section 26.

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 75 feet on each 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 105 feet on each 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 each 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 and caused the same to be signed by him this 8th day of August, 1974.

WITNESSES:

Robert G. Werden (Signature)

William H. Zimmerman (Signature)

Wilbert G. Werden (Signature)

Tina L. Werden (Signature)

MAPPED AND CHECKED

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Emmet) ss.

The foregoing instrument was acknowledged before me this 8th day of August, 1974, by Wilbert G. Werden and Tina L. Werden

William H. Zimmerman (Signature)
Notary Public, Jackson County, Michigan
My commission expires WILLIAM H. ZIMMERMAN
NOTARY PUBLIC, JACKSON COUNTY, MICH.
My Commission Expires June 5, 1978

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of) ss.

The foregoing instrument was acknowledged before me this ___ day of ___, 19___, by ___

Notary Public, ___ County, Michigan
My commission expires ___

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of) ss.

The foregoing instrument was acknowledged before me this ___ day of ___, 19___, by ___
President of ___
a ___ corporation, on behalf of the corporation.

Notary Public, ___ County, Michigan
My commission expires ___

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17781 Sheet 2 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 _____