

13

TITLE DATA

MICHIGAN STATE

Emmet COUNTY

Pleasantview TOWNSHIP

CONSUMERS POWER CO.

Raymond Teal & Lorraine Teal H/W

14 T 36 N R 5 W

TRACT 458-D85-2

Easement 4-15-74 5-15-74 252 171

MUNICIPALITY

SECTION TOWN RANGE

MAP 9

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

PLAT OR AREA

EMMET TO RIGGSVILLE - MCGULPIN

Parcel #76

Form 314 7-70

File #3698 EASEMENT



LIBER 252 PAGE 171

also known as Ray Teal

Raymond Teal & Lorraine Teal H/W of Plainfield, Wisconsin

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 1/2 of the Northeast 1/4 of Section 14, Township 36 North, Range 5 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 at a point not more than 2750 feet nor less than 2650 feet North of the South line of Section 14, Township 36 North, Range 5 West, at a point not more than 1420 feet nor less than 1340 feet West of the East line of said Section 14, thence Northwesterly to a point not more than 100 feet nor less than 50 feet South of the North line of said Section 14, at a point not more than 1620 feet nor less than 1520 feet West of the East line of said Section 14, thence Northerly to a point not more than 75 feet nor less than 35 feet North of the East and West 1/4 line of Section 2, Township 36 North, Range 5 West, at a point not more than 1450 feet nor less than 1380 feet West of the East line of said Section 2.

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 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 105 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 15 day of April, 1974.

WITNESSES:

Corinne Teal, John Robinette

Raymond Teal, Lorraine Teal

252

(INDIVIDUAL ACKNOWLEDGMENT)

LIBER 252 PAGE 172

STATE OF Michigan) ss. County of DELTA

The foregoing instrument was acknowledged before me this 15 day of APRIL, 1974, by Raymond Teal & Lorraine Teal H/W

Notary Public, Menominee County, Wisconsin

My commission expires APRIL 5, 1976

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) ss. County of

The foregoing instrument was acknowledged before me this day of 19

Notary Public, County, Michigan

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN) ss. County of

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

Notary Public, County, Michigan

MAILED AND CHECKED

Recorded 15th Day of May A.D. 1974 at 9:25 Frank J. Behan REGISTER OF DEEDS

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17781 Sheet 2 of 6 Sheet
Plan & Profile No. _____ Sheet of Sheet
Survey Map No. _____ Sheet of Sheet

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Opinions of Title _____
- 3. Title Search _____ **YES**
- 4. Mortgage Release _____
- 5. Tree Vouchers _____
- 6. Other Documents _____