

13

TITLE DATA

CONSUMERS POWER COMPANY

Norwin L. Wiedmann & wf

TRACT 514-D85-7

NAME OF GRANTOR

ACCOUNT NO.

MAP 16

Easement 11-23-73 3-4-74 250 857

EMMET TO RIGGSVILLE - MCGULPIN (138 KV)

Form 314 7-70



LIBER 250 PAGE 857

File #3694 EASEMENT

Norwin L. Wiedmann

Norwin L. Wiedmann and Eleanor R. Wiedmann, his wife, 4075 Ellsworth Road, Ann Arbor, 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 Carp Lake County of Emmet and State of Michigan, to-wit:

The South 1/2 of the Northeast 1/4 of the Northeast 1/4 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 1/4 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 4th Day of March A.D. 1974 at 10:40 O'clock P.M. Frank J. Bohan 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 15 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 45 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 on this 23 day of Nov, 1973.

WITNESSES:

David R. Wiedmann, Daryl R. Wiedmann, James F. Miller

Norwin L. Wiedmann, Eleanor R. Wiedmann

MICHIGAN STATE, Emmet COUNTY, Carp Lake TOWNSHIP, 16 SECTION, T38N TOWN, R4W RANGE

PLAT OR AREA

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

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-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 _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

NAME OF GRANTOR _____
 KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

ACCOUNT NO. _____

MAP _____

9315

LIBER 250 PAGE 858

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of Washtenaw)

The foregoing instrument was acknowledged before me this 23rd day of November, 1973,
 by Norwin L. Wiedmann and Eleanor R. Wiedmann

James F. Miller
 James F. Miller
 Notary Public, Jackson County, Michigan
 My commission expires August 25, 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 _____
 President of _____ a _____
 corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
 My commission expires _____

INDEXED

Att. D.E. Bliss

RETURN TO LAND & ELECT. R/W DEPT.
 CONSUMERS POWER COMPANY
 1945 W. PARSONS ROAD
 JACKSON, MICHIGAN 49201