

13

TITLE DATA

CONSUMERS POWER COMPANY

Norwin L. Wiedmann & wf

TRACT 514-D85-7

NAME OF GRANTOR

Easement  
KIND OF INSTRUMENT

11-23-73 | 3-4-74 | 250 | 857 |  
DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO.

MAP 16

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 4<sup>th</sup> Day of  
County of Emmet } 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 ~~at the County Clerk's Office~~ this 23<sup>rd</sup> day of Nov., 1973.

WITNESSES:

Daryl R. Wiedmann  
Daryl R. Wiedmann  
James F. Miller  
James F. Miller

Norwin L. Wiedmann  
Norwin L. Wiedmann  
Eleanor R. Wiedmann  
Eleanor R. Wiedmann

MICHIGAN

Emmet

Carp Lake

STATE

COUNTY

TOWNSHIP

16

T38N

R4W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

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