

13

TITLE DATA

MICHIGAN

Emmet

Carp Lake

CONSUMERS POWER CO.

James G. Mercer et al

STATE

COUNTY

TOWNSHIP

9

T38N

R4W

TRACT 516-D85-1

Easement

NAME OF GRANTOR  
11-13-74 1-8-75

256 826

MUNICIPALITY

SECTION

TOWN

RANGE

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

MAP 16

EMMET TO RIGGSVILLE-MC GULPIN 138KV

Form 314 3-74



Parcel #16

LIB: 256 PAGE 826

file # 3698  
EASEMENT

James G. Mercer and Anna E. Mercer, his wife, P O Box 220, Carp Lake, MI;  
Ludwig B. Millhausen and Carol A. Millhausen, his wife, Route #2, Box 1454-B, Splendora, Texas  
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 East 1/2 of the Southeast 1/4 of Section 9, Township 38 North, Range 4 West.

Recorded 8th Day of  
A.D. 1974 At 9:50  
State of Michigan }  
County of Emmet }  
Obedt 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 on the South line of Section 9, 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 a point not more than 1450 feet nor less than 1400 feet North of the South  
line of said Section, thence Easterly along and not more than 1450 feet nor less than 1400  
feet North of the South line of said Section to the East line of said Section.

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 65 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 40 feet in  
height on the land of the Grantor described in this easement within 95 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 ~~at the residence of the grantor~~  
~~at the residence of the grantor~~ this 13th day of November, 1974.

WITNESSES:

[Signature]  
R. D. Barnett  
[Signature]  
R. D. Barnett  
[Signature]  
Julia R. Clark  
[Signature]  
Cynthia J. Clark

[Signature]  
James G. Mercer  
[Signature]  
Anna E. Mercer  
[Signature]  
Ludwig B. Millhausen  
[Signature]  
Carol A. Millhausen

MAPPED  
AND  
CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. P-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 \_\_\_\_\_