

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 _____