

TITLE DATA

Theodore R. Kliem & wf

NAME OF GRANTOR

Easement 11-14-73 12-12-73 249 554

ACCOUNT NO.

EMMET TO RIGGSVILLE - MCGULPIN

Form 314 7-70

File # 3698 EASEMENT



LIBER 249 PAGE 554

Pcl 11-15

MICHIGAN STATE

Emmet COUNTY

Carp Lake TOWNSHIP

10 SECTION

T38N TOWN

R4W RANGE

MUNICIPALITY

PLAT OR AREA

Theodore R. Kliem and Elizabeth A. Kliem, also known as Elizabeth Kliem, his wife, P.O. Box 13, Carp Lake, 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 Northeast 1/4 of the Northeast 1/4; the Southeast 1/4 of the Northwest 1/4 and the North 1/2 of the Southwest 1/4, all being in Section 10, Township 38 North, Range 4 West, excepting therefrom the South 200 feet of the Northeast 1/4 of the Northeast 1/4 of said Section.

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 West line of Section 10, Township 38 North, Range 4 West, at 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 a point not more than 2000 feet nor less than 1850 feet East of the West line of said Section, thence Northeasterly to a point not more than 250 feet nor less than 150 feet East of the West line of Section 2 of said Township, at a point not more than 150 feet nor less than 50 feet North of the South line of said Section 2.

State of Michigan } Recorded 12th Day of Dec A.D. 1973 At 9:55 O'clock P.M. Frank J. Behan 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 6.5 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 6.5 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 14th day of Nov, 1973.

WITNESSES:

Elizabeth Van Patten, James F. Miller

Theodore R. Kliem, Elizabeth A. Kliem

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

2

MAPPED AND CHECKED

IN THE FILE IS A PRIOR ESMT
NOT REQUIRED FOR LINE CONST.
DATED 8-14-73 L247 P546-547.

GENERAL ENGINEERING MAP REFERENCES

Line Map No.	<u>F-17781</u>	Sheet	<u>5</u>	of	<u>6</u>	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 _____

105 30

(INDIVIDUAL ACKNOWLEDGMENT) LIBER 249 PAGE 555

STATE OF MICHIGAN)
County of Emmet) ss.

The foregoing instrument was acknowledged before me this 14th day of November, 19 73,
by Theodore R. Klem and Elizabeth A. Klem

INDEXED

James F. Miller
Notary Public, Jackson County, Michigan
My commission expires August 25, 1975

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____,
by _____

Notary Public, _____ County, Michigan
My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of _____) ss.

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

Notary Public, _____ County, Michigan
My commission expires _____