

13

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 518-D85-7

Theodore R. Kliem & wf., Elizabeth A.

NAME OF GRANTOR

Easement 8-14-73 9-7-73 247 548

ACCOUNT NO.

MAP 16

KIND OF INSTRUMENT DATE OF INST DATE OF RECORD LIBER PAGE

EMMET TO RIGGSVILLE-MCGULPIN (138 KV)

Form 314 7-70

File 7-2697

LIBER 247 PAGE 548

MICHIGAN STATE

Emmet COUNTY

Carp Lake TOWNSHIP

10

T 38 N R 4 W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Theodore R. Kliem and Elizabeth A. Kliem, also known as Elizabeth Kliem, his wife, Box 13, Carp Lake, Michigan Dollars (\$ 1.00 ) to him paid by Grantor, in consideration of One and no/100 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:

All that part of Government Lot 1 of Section 10, Township 38 North, Range 4 West, lying Northwesterly of the Penn Central Transportation Company's right of way, excepting therefrom a parcel of land beginning 137 feet North of the South 1/4 post of said Section, thence North 165 feet, thence North 89° East 308 feet, thence South 32° West 198.4 feet, thence South 89° West 207 feet to the place of beginning.

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 at a point not more than 1200 feet nor less than 1000 feet East of the West line of Section 10, Township 38 North, Range 4 West, at a point not more than 700 feet nor less than 600 feet North of the South 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.

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 40 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 40 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 this 14th day of Aug, 1973.

WITNESSES:

Elizabeth J. N. Van Patten, James F. Miller

Theodore R. Kliem, Elizabeth A. Kliem

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

MAPS AND CHECKED

State of Michigan } Recorded 7th Day of Oct A.D. 1973 At 10:20 O'clock A.M. Frank J. Bohan REGISTER OF DEEDS

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. F-17721 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

LIBER 247 PAGE 549

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
County of Emmet )

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

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 \_\_\_\_\_,  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_

INDEXED