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TITLE DATA

CONSUMERS POWER COMPANY

Theodore R. Kliem et al

TRACT 520-D85-9

Easement NAME OF GRANTOR 11-17-73 13-8-74 250 929

ACCOUNT NO.

MAP 16

EMMET TO RIGGSVILLE-McGULPIN (138 KV)

Form 314 7-70

LIBER 250 PAGE 929

Theodore R. Kliem and Elizabeth A. Kliem, his wife, Box 13, Carp Lake, Michigan and Jerry A. Kliem and Ruth Kliem, his wife, 474 East Hazelherst, Ferndale, 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 200 feet of the Northeast 1/4 of the Northeast 1/4 and that part of the Southeast 1/4 of the Northeast 1/4, lying Northwesterly of the Penn Central Transportation Company right of way, all being in Section 10, 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 at a point not more than 2000 feet nor less than 1850 feet East of 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 10, 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 and caused the same to be recorded by six witnesses this 27th day of Nov. 1972.

WITNESSES:

Robert A. Allen, James F. Miller, James F. Miller, Denevene Thomas

Theodore R. Kliem, Elizabeth A. Kliem, Jerry A. Kliem, Ruth Kliem

State of Michigan, County of Emmet, Recorded 8th Day of November, 1972 at 1:15 P.M. Frank J. Behan REGISTER OF DEEDS

MICHIGAN STATE, Emmet COUNTY, Carp Lake TOWNSHIP, 10 SECTION, 38 N TOWNSHIP, 4 W RANGE

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17781 Sheet 3 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 YES _____
- 4. Mortgage Release _____
- 5. Tree Vouchers _____
- 6. Other Documents _____

IN THE FILE IS A PRIOR ESMT NOT
REQUIRED FOR LINE CONSTRUCTION.
DATED 8-20-73 L249 P03-04

NAME OF GRANTOR

ACCOUNT NO.

MAP

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

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LIBER 250 PAGE 030

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of Emmet)

The foregoing instrument was acknowledged before me this 27th day of November, 1973,
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 Wayne)

The foregoing instrument was acknowledged before me this 30th day of November, 1973,
by Jerry A. Klem and Ruth Klem

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

(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 _____

J. D. E. Blin

RETURN TO LAND & ELECT. R/W DEPT.
CONSUMERS POWER COMPANY
1945 W. PARKHALL ROAD
JACKSON, MICHIGAN 48201