

TITLE DATA

John A. Theisen

Easement

NAME OF GRANTOR

9-11-73 10-15-73 248 448

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

EASEMENT



LIBER 248 PAGE 448

MICHIGAN

Emmet

Carp Lake

STATE

COUNTY

TOWNSHIP

2

T 38 N R 4 W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

John A. Theisen, a single man, 11400 Wheeling Rd., 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 South 1/2 of the North 1/2 of the Southwest 1/4 of Section 2, 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 250 feet nor less than 150 feet East of the West line of Section 2, Township 38 North, Range 4 West, at a point not more than 150 feet nor less than 50 feet North of the South line of said Section, thence Northeasterly to a point not more than 1300 feet nor less than 1100 feet East of the West line of said Section, at a point not more than 1320 feet nor less than 1290 feet North of the South line of said Section, thence Northeasterly to a point not more than 300 feet nor less than 100 feet East of the West line of Section 36, Township 39 North, Range 4 West, at a point not more than 1800 feet nor less than 1600 feet North of the South line of said Section 36.

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 75 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 65 feet in height on the land of the Grantor described in this easement within 45 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 at his residence on this 11th day of Sept, 1973.

WITNESSES:

Wayne R. Smith

James F. Miller

John A. Theisen

MAPPED AND CHECKED

State of Michigan } Recorded 15th Day of Oct A.D. 1973 At 1:40 O'clock P.M. Frank J. Bohan REGISTER OF DEEDS

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. F-17781 Sheet 6 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

ACCOUNT NO.

MAP

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

LIBER 248 PAGE 449

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Emmet ) ss.

The foregoing instrument was acknowledged before me this 11th day of September, 1973,  
by John A. Theisen.

INDEXED

James F. Miller  
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 \_\_\_\_\_ a  
corporation, on behalf of the corporation.

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