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13A

TITLE DATA

CONSUMERS POWER COMPANY

782-D5-8

Thomas J. McKay, Sr. & wf.

TRACT 5

Easement 1-23-74 3-20-74 254 282

ACCOUNT NO.

MAP 5

BARD ROAD TO WIRTZ ROAD

Form 314 7-70

LIBER 254 PAGE 282 File # 3725 EASEMENT



Pcl 51

Thomas J. McKay, Sr., also known as Thomas J. McKay, and Doris P. McKay, his wife, 2985 Three Rivers Road, Gladwin, 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 Secord County of Gladwin and State of Michigan, to-wit:

The Northeast 1/4 of the Northwest 1/4 of Section 14, Township 19 North, Range 1 East, and the Southeast 1/4 of the Southwest 1/4 of Section 11, Township 19 North, Range 1 East.

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 280 feet nor less than 180 feet North of the South line of Section 2, Township 19 North, Range 1 East, at a point not more than 420 feet nor less than 320 feet West of the East line of said Section 2, thence Southwesterly to a point not more than 450 feet nor less than 300 feet South of the East and West 1/4 line of Section 15 of said Township, at a point not more than 500 feet nor less than 300 feet West of the East line of said Section 15.

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 50 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 85 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 of this 23rd day of January, 1974.

WITNESSES:

Joe McKay, C. H. Quivey

Thomas J. McKay, Sr., Doris P. McKay

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Sub-headers: MICHIGAN STATE, Gladwin COUNTY, Secord TOWNSHIP, 11 & 14 SECTION, T 19 N TOWN, R 1 E RANGE. Includes a grid for PLAT OR AREA.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. _____ Sheet of 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 _____

NAME OF GRANTOR

ACCOUNT NO. _____

MAP _____

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

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LIBER **254** PAGE **283**

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Gladwin) ss.

The foregoing instrument was acknowledged before me this 23rd day of January, 19 74,
by Thomas J. McKay, Sr. and Doris P. McKay

Charles H. Quivey
Charles H. Quivey
Notary Public, Jackson County, Michigan
My commission expires August 16, 1974

(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 _____

RECORDED
STATE OF MICHIGAN
COUNTY OF GLADWIN

MAR 20 1 01 PM '74

John Cook
REGISTER OF DEEDS

RETURN TO LAND & ELECT. R/W DEPT.
CONSUMERS POWER COMPANY
1945 W. PARHALL ROAD
JACKSON, MICHIGAN 49201

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