

CONSUMERS POWER COMPANY

Gerald K. Fite et al (13) Easement 1-24-74 3-20-74 254 286

TRACT 785-D5-11 MAP 5

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

BARD ROAD TO WIRTZ ROAD File #3725 EASEMENT LIBER 254 PAGE 286 Pcl 48

Gerald K. Fite and Mamie Fite, his wife, Secord Route, Gladwin, Michigan; Donald D. Fite and Mary Lou Fite, his wife, Flint, Michigan; Victor G. Fite and Marjorie Fite, his wife, Flint, Michigan; Robert F. Fite and Ethel Fite, his wife, Freeland, Michigan; Franklin E. Sheltrown and Donna Marie Sheltrown, his wife, Plainwell, 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 Southeast 1/4 of Section 15, Township 19 North, Range 1 East, except the South 1287 feet of the East 660 feet thereof and except the West 632 feet thereof; and the East 660 feet of the South 40 feet 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 South line of Section 15, Township 19 North, Range 1 East, at a point not more than 990 feet nor less than 940 feet East of the North and South 1/4 line of said Section, thence Northerly along and not more than 990 feet nor less than 940 feet East of the North and South 1/4 line of said Section to a point not more than 1000 feet nor less than 900 feet North of the South line of said Section, thence Northeasterly to a point not more than 450 feet nor less than 300 feet South of the East and West 1/4 line of said Section, at a point not more than 500 feet nor less than 300 feet West of the East line of said Section, thence Northeasterly to 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.

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 on this 24th day of January, 1974.

Witnesses: Florence J. Woods, C. H. Quivey, Gerald K. Fite, Mamie Fite

ACCOUNT NO. MICHIGAN STATE Gladwin COUNTY Secord TOWNSHIP 15 T 19 N R 1 E MUNICIPALITY SECTION TOWN RANGE PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table contains multiple empty rows for recording transactions.



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 Notices _____
5. Tax Returns _____
6. Other Documents _____

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

ACCOUNT NO. _____

MAP _____

44a

LIBER 254 PAGE 287

(INDIVIDUAL ACKNOWLEDGMENT)

LIBER 254 PAGE 288

STATE OF MICHIGAN)
) ss.
 County of Gladwin)

The foregoing instrument was acknowledged before me this 24th day of January, 1974, by Mamie Fite and Gerald K. Fite, individually and as Attorney In Fact on behalf of Donald D. Fite, Mary Lou Fite, Victor G. Fite and Marjorie Fite, Robert F. Fite, Ethel Fite, Franklin E. Sheltroun, and Donna Marie Sheltroun

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

Witnessed by:

Florence J. Woods
 Florence J. Woods
C. H. Quivey
 C. H. Quivey

Donald D. Fite
 Donald D. Fite
Mary Lou Fite
 Mary Lou Fite
Victor G. Fite
 Victor G. Fite
Marjorie Fite
 Marjorie Fite
Robert F. Fite
 Robert F. Fite
Ethel Fite
 Ethel Fite
Franklin E. Sheltroun
 Franklin E. Sheltroun
Donna Marie Sheltroun
 Donna Marie Sheltroun

(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 _____ a _____ corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
 My commission expires _____

By Gerald K. Fite as Attorney In Fact
 on behalf of the following: Donald D. Fite, Mary Lou Fite, Victor G. Fite, Marjorie Fite, Robert F. Fite, Ethel Fite, Franklin E. Sheltroun, Donna Marie Sheltroun

RECORDED
 STATE OF MICHIGAN
 COUNTY OF GLADWIN

MAR 20 1 03 PM '74

Joyce Edick
 REGISTER OF DEEDS

RETURN TO LAND & ELECT. R/W DEPT.
 CONSUMERS POWER COMPANY
 1925 W. PARNALL ROAD
 JACKSON, MICHIGAN 49201

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