

BARD ROAD TO WIRTZ ROAD

Form 7-70  
 File # 3725 N LIBER 254 PAGE 995 Pd 44+ 46  
 EASEMENT

his wife  
 Horace J. Edmands and Margery R. Edmands, 814 N. McLellan, Bay City, 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 West 1/2 of the Southwest 1/4 of Section 22, Township 19 North, Range 1 East, East of the  
 Tittabawassee River, above the contour, except that part East of the County Road; and the  
 East 1/2 of the Southwest 1/4 of said Section, West of the County Road; and the Northwest 1/4 of  
 said Section, East of the County Road, except the North 330 feet thereof; and except a parcel  
 of land described as commencing in the center of said Section, thence West on the East and  
 West 1/2 line of said Section 834.65 feet to the center of a County Road, thence North 16°  
 22' 15" East 526.7 feet, thence East parallel to the East and West 1/2 line of said Section  
 682.85 feet to the North and South 1/4 line of said Section, thence South 0° 22' 40" East  
 504.76 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 on the West line of Section 22, Township 19 North, Range 1 East, at a point not  
 more than 110 feet nor less than 70 feet South of the East and West 1/4 line of said Section,  
 thence Easterly along and not more than 110 feet nor less than 70 feet South of the East  
 and West 1/4 line of said Section to a point not more than 800 feet nor less than 700 feet  
 West of the North and South 1/4 line of said Section, thence Northeasterly to a point not more  
 than 1100 feet nor less than 900 feet South of the North line of said Section, at a point not  
 more than 300 feet nor less than 200 feet West of the North and South 1/4 line of said Section,  
 thence Northeasterly to a point not more than 500 feet nor less than 450 feet South of the  
 North line of said Section, at a point not more than 30 feet West of the North and South 1/4  
 line of said Section, thence Easterly along and not more than 500 feet nor less than 450 feet  
 South of the North line of said Section to the North and South 1/4 line of said Section.

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 2nd day of January, 1974.

WITNESSES:  
 C. H. Quivey  
 Horace J. Edmands  
 Margery R. Edmands  
 Linda Licari

LIBER 254 PAGE 996  
 (INDIVIDUAL ACKNOWLEDGMENT)  
 Florida  
 STATE OF ~~MICHIGAN~~  
 County of Lee ) ss.  
 The foregoing instrument was acknowledged before me this 2nd day of January, 1974  
 by HORACE J. EDMANDS and MARGERY R. EDMANDS, Husband and Wife  
 Linda Licari  
 Notary Public, Lee County, Florida  
 My commission expires

(INDIVIDUAL ACKNOWLEDGMENT)  
 STATE OF MICHIGAN )  
 County of ) ss.  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 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\_\_\_\_  
 President of \_\_\_\_\_ a \_\_\_\_\_  
 corporation, on behalf of the corporation.  
 Notary Public, \_\_\_\_\_ County, Michigan  
 My commission expires \_\_\_\_\_

RECORDED  
 STATE OF MICHIGAN  
 COUNTY OF GLADWIN  
 MAY 15 1 27 PM '74  
 Joyce Edink  
 REGISTER OF DEEDS

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

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 \_\_\_\_\_