

Herman L. Hubinger & wf.

TITLE DATA

Easement

NAME OF GRANTOR 12-11-73 DATE OF INST. 2-19-74 DATE OF RECORD 254 LIBER PAGE 03

ACCOUNT NO.

MAP 5

BARB ROAD TO WIRTZ ROAD

Form 314 7-70



File # 3720

Pcl 39

EASEMENT LIBER 254 PAGE 03

Herman L. Hubinger and Janet P. Hubinger, his wife, 4 Benton Road, Saginaw, 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 North 1/2 of the North 1/2 of the Southwest 1/4 of Section 21, 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 on the East 1/8 line of Section 13, Township 19 North, Range 1 West, at a point not more than 110 feet nor less than 70 feet South of the South 1/8 line of said Section 13, thence Easterly along and not more than 110 feet nor less than 70 feet South of the South 1/8 line of said Section 13 to a point not more than 950 feet nor less than 850 feet West of the East line of said Section 13, thence Southeasterly to a point not more than 650 feet nor less than 550 feet East of the West line of Section 21, 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 21, 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 21 to the East line of said Section 21.

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 xxxxxxxx at this 11th day of December, 1973.

WITNESSES:

C. H. Quivey
C. H. Quivey
Joanne A. Amerman

Herman L. Hubinger
Janet P. Hubinger

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Sub-headers: MICHIGAN STATE, Gladwin COUNTY, Secord TOWNSHIP, 21 SECTION, T 19 N TOWN, R 1 E RANGE. Includes a 'PLAY OR AREA' section.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. \_\_\_\_\_ Sheet of \_\_\_\_\_  
Plan & Profile No. \_\_\_\_\_ Sheet of \_\_\_\_\_  
Survey Map No. \_\_\_\_\_ Sheet of \_\_\_\_\_

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

ACCOUNT NO. \_\_\_\_\_

MAP \_\_\_\_\_

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LIBER 254 PAGE 04  
 (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
 County of Saginaw )

The foregoing instrument was acknowledged before me this 11th day of December, 19 73.  
 by Herman L. Hubinger and Janet P. Hubinger

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

(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 \_\_\_\_\_  
 President of \_\_\_\_\_ a \_\_\_\_\_  
 corporation, on behalf of the corporation.

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

RECORDED  
 STATE OF MICHIGAN  
 COUNTY OF GLADWIN

FEB 19 12 12 PM '74

*Faye Edick*  
 REGISTER OF DEEDS

11469  
 11469  
 11469

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