

Raymond J. Risch et al

TITLE DATA

13

Easement

NAME OF GRANTOR

3-18-74 4-30-74 254 765

ACCOUNT NO.

MAP 13

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

BARD ROAD TO WIRTZ ROAD

Form 314 7-70

File # 3725 EASEMENT

LIBER 254 PAGE 765 Pcl 32

Raymond J. Risch and Doris M. Risch, his wife, and Richard A. Risch and Nanette A. Risch, his wife, and Thomas G. Risch and Sherron K. Risch, his wife, all of Garden City, Michigan; Grantor, in consideration of Four Thousand Five Hundred Dollars (\$4,500.00) 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 poles, 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 Gladwin County of Gladwin and State of Michigan, to-wit:

The North 1/2 of the Southeast 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southeast 1/4, all being in Section 14, Township 19 North, Range 1 West. Grantee agrees to install and maintain "NO TRESPASSING OR HUNTING" SIGNS, one such sign at each pole location on said Easement.

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 14, 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, thence Easterly along and not more than 110 feet nor less than 70 feet South of the South 1/8 line of said Section to the East line of said Section.

Grantee acknowledges that this Easement does not grant the right to erect Towers and the word Poles as used herein, means single wooden poles.

Grantees agree to cut trees that are felled on easement into cord lengths.

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 18th day of March 1974

WITNESSES:

Mary Cervas, Joseph C. Cervas, Jr., Mary Cervas, Joseph C. Cervas, Jr., Mary Cervas, Joseph C. Cervas, Jr.

Raymond J. Risch, Doris M. Risch, Richard A. Risch, Nanette A. Risch, Thomas G. Risch, Sherron K. Risch

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes location info: MICHIGAN, Gladwin, Gladwin, TOWNSHIP T 19 N, R 1 W, SECTION 14, MUNICIPALITY, RANGE.

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

ACCOUNT NO. _____

MAP _____

Government Survey 30

20
LIBER 254 PAGE 766

1967

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Wayne) ss.

The foregoing instrument was acknowledged before me this 18th day of March, 1974
by RAYMOND J. RISCH and DORIS M. RISCH, his wife

Joseph C. Cervus, Jr.
Notary Public, Wayne County, Michigan
My commission expires 4-25-76

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Wayne) ss.

The foregoing instrument was acknowledged before me this 23rd day of March, 1974
by RICHARD A. RISCH and NANETTE A. RISCH, his wife

Joseph C. Cervus, Jr.
Notary Public, Wayne County, Michigan
My commission expires 4-25-76

INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Wayne) ss.

The foregoing instrument was acknowledged before me this 23rd day of March, 1974
by THOMAS G. RISCH and SHARON K. RISCH, his wife

Joseph C. Cervus, Jr.
Notary Public, Wayne County, Michigan
My commission expires 4-25-76

Joseph C. Cervus, Jr.
Notary Public, Wayne County, Mich.
My commission expires April 25, 1976

RECORDED
STATE OF MICHIGAN
COUNTY OF GLADWIN

APR 30 2 36 PM '74

Faye Edick
REGISTER OF DEEDS

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