

Walter Peck & wf.

Easement

NAME OF GRANTOR 11-13-73 2-19-74 253 978  
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO.

MAP 13

BARO ROAD TO WIRTZ ROAD

Form 314 7-70

file # 3725 EASEMENT LIBER 253 PAGE 978

Pl 20

Walter Peck and Elsie Peck, his wife, 200 N. M-18, 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 Gladwin, County of Gladwin, and State of Michigan, to-wit:

The North 1/2 of the South 1/2 of the Southwest 1/4 of Section 18, Township 19 North, Range 1 West.

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 18, 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 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 herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 13th day of November, 1973.

WITNESSES:

Lucille E. Dibble  
C. H. Quivey

Walter Peck  
Elsie Peck

MAPPED AND CHECKED

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes sub-headers for MICHIGAN STATE, Gladwin COUNTY, Gladwin TOWNSHIP, 18 SECTION, T 19 N TOWN, R 1 W RANGE, and PLAT OR AREA.

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 \_\_\_\_\_

21a

LIBER 253 PAGE 979  
 (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
 County of Gladwin )

The foregoing instrument was acknowledged before me this 13th day of November, 1973,  
 by Walter Peck and Elsie Peck

*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 11 59 AM '74  
*Jay Edick*  
 REGISTER OF DEEDS

11467  
 2/11

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