TITLE DATA CONSUMERS POWER COMPANY Peter Hochscheidt & wf 1 10-26-73 | 1-29-74 | 253 | 800 DATE OF INST. DATE OF RECORD LIBER PAGE Easement ACCOUNT NO.\_ KIND OF INSTRUMENT BARD ROAD TO WIRTZ ROAD (138 KV) 11BEH 253 PAGE 800 FLE 73705 PASEMENT Pcl 14 **MICHIGAN** Gladwin Form 314 7-70 TOWNSHIP 1 T 19 N 1 R 2 W MUNICIPALITY SECTION TOWN Peter Hochscheidt and Katharina Hochscheidt, also known as Katherine Hochscheidt, RANGE his wife, 12572 Rosemary, Detroit, 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 PLAT OR AREA 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 Sage , and State of Michigan, to-wit: The East \( \frac{1}{2} \) of the Southwest \( \frac{1}{6} \) of Section 15, Township 19 North, Range 2 West. RANSF 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 at a point not more than 900 feet nor less than 800 feet West of the East line of Section 15, Township 19 North, Range 2 West, at a point not more than 1270 feet nor less than 1170 feet North of the South line of said Section, running thence Westerly to a point not more than 45 feet East of the West line of said Section, at a point not more than 1250 feet nor less than 1200 feet North of the South line of said Section. AMOUNT 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 35 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 IJ 0 be gradual and not fully completed for some time in the future. Grantee may enter upon said land, from time to time, to cut, U 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 0 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. Σ Ш Where applicable, pronouns and relative words used herein shall be read as plural, ferninine or neuter. ۲ IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by the control of the co JOURNAL RECORDED STATE OF MICHIGAN COUNTY OF GLADWIN Jan 29 2 31 PM 174 MAPPE AND Faye Edisk REGISTER OF DEEDS CHECKED DATE PREPARED BY W. D. TRAPHAGEN, CONSUMERS POWER CO. 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

## DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS 1. Abstract 2. Opinions of Title Descriptions are title.

3. Title Seerel AES

6. Other Documents

4. Martgage Release

5. Tree Vouchers

	TITLE DATA	CONSUMERS POWER COMPANY	TRACT 817-D5-18 (cc
NAME OF GRANTOR               KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE		ACCOUNT NO	MAP
9a	LIBER 253 PAGE 801  (INDIVIDUAL ACKNOWLEDGMENT)		
•	ayne ) ss.	ober, 19 <u>73</u>	
	•	Nadley on Sr. County Michigan Per 29, 1976	

(INDIVIDUAL ACKNOWLEDGMENT) EDWARD R. BRADLEY, SR.
Notary Public, Kalamazoo County, Mich.
My Commission Expires Nov. 29, 1976

Notary Public, \_\_

Notary Public,

(CORPORATE ACKNOWLEDGMENT)

My commission expires \_

7/1/

STATE-OF-MICHIGAN

STATE OF MICHIGAN

by President of corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me this

The foregoing instrument was acknowledged before me this \_

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

County, Michigan

\_ County, Michigan