

TITLE DATA

Rolland Brown & wf.

ACCOUNT NO.

Easement 11-21-73 1-29-74 1253 1808

BARD ROAD TO WIRTZ ROAD (138 KV) Form 314 7-70 File # 3725 LIBER 253 PAGE 808



Pcl b

EASEMENT

Rolland Brown and Olga Brown, his wife, 1849 First Street, 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 Sage County of Gladwin and State of Michigan, to-wit:

The North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 17, Township 19 North, Range 2 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 East line of Section 17, Township 19 North, Range 2 West, at a point not more than 1250 feet nor less than 1200 feet North of the South line of said Section, running thence Westerly parallel to and not more than 1250 feet nor less than 1200 feet North of the South line of said Section to a point not more than 2700 feet nor less than 2650 feet East of the West line of said Section, running thence Northwesterly to a point not more than 670 feet nor less than 610 feet South of the East and West 1/4 line of said Section, at a point not more than 1130 feet nor less than 1030 feet East of the West line of said Section, running thence Westerly parallel to and not more than 670 feet nor less than 610 feet South of the East and West 1/4 line of said Section to a point not more than 180 feet nor less than 100 feet East of the West 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 or has caused this instrument to be executed by me on this 21st day of November, 1973.

WITNESSES:

Edward R. Bradley, Sr.

Joan M. Bradley

RECORDED STATE OF MICHIGAN COUNTY OF GLADWIN Rolland Brown Olga Brown

JAN 29 2 40 PM '74

REGISTRY OF DEEDS

MICHIGAN Gladwin Sage STATE COUNTY TOWNSHIP 17 T 19 N R 2 W MUNICIPALITY SECTION TOWN RANGE

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes a grid for recording transactions.

2

13

MAPPED AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

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

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search YES \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. ~~Other Documents \_\_\_\_\_~~

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 825-D5-14 (Contd)

NAME OF GRANTOR

ACCOUNT NO.

MAP

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

12a

LIBER 253 PAGE 809

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )
County of Gladwin ) ss.

The foregoing instrument was acknowledged before me this 21st day of November, 1973, by Rolland Brown and Olga Brown

Edward R. Bradley, Sr. (Signature)

Notary Public, Kalamazoo County, Michigan

My commission expires November 29, 1976

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

STATE OF MICHIGAN )
County of ) ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 19\_\_\_, by \_\_\_

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\_\_\_, by \_\_\_ President of \_\_\_ corporation, on behalf of the corporation.

Notary Public, \_\_\_ County, Michigan

My commission expires \_\_\_

Handwritten initials: E R B

11332

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