

Form 314 7-70 LIBER 255 PAGE 436 BARD ROAD TO WIRTZ ROAD (138 KV)
 2 of 2 easements
 File # 3725 Pcl 3
 EASEMENT

Robert S. Stecker, also known as Robert Stecker and Lueretia M. Stecker, also known as Lueretia Stecker, his wife, 42145 Hayes Road, Sterling Heights, 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 Northwest 1/4 of the Northwest 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 at a point not more than 1250 feet nor less than 1200 feet North of the South line of Section 17, Township 19 North, Range 2 West, at 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 17, 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 said 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 17, running thence Southwesterly to a point not more than 830 feet nor less than 730 feet South of the East and West 1/4 line of Section 18 of said Township, at a point not more than 140 feet nor less than 40 feet West of the East line of said Section 18.

AT NO POINT WILL THE CENTER LINE OF THE POLES BE MORE THAN 60 FEET FROM THE SOUTH LINE OF THE ABOVE DESCRIBED LAND.

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 on this 17th day of January, 1974.

WITNESSES:
 Edward R. Bradley, Sr.
 Robert S. Stecker
 Lueretia M. Stecker
 Kathryn L. Stecker

LIBER 255 PAGE 437
 (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of Macomb)
 The foregoing instrument was acknowledged before me this 17th day of January, 1974, by Robert S. Stecker and Lueretia M. Stecker.
 Edward R. Bradley, Sr.
 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)
) 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 _____, a _____, President of _____, on behalf of the corporation.
 Notary Public, _____ County, Michigan
 My commission expires _____

RECORDED
 STATE OF MICHIGAN
 COUNTY OF GLADWIN
 JUN 20 2 03 PM '74
 Joyce Edicks
 REGISTER OF DEEDS

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 _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

TITLE DATA

MICHIGAN STATE

Gladwin COUNTY Sage TOWNSHIP

CONSUMERS POWER CO.

Elmer Wesver & wf.

17 SECTION T 19 N R 2 W TOWN RANGE

TRACT 827-D5-16

Easement NAME OF GRANTOR 6-4-74 6-20-74 255 434

MUNICIPALITY

SECTION

TOWN

RANGE

MAP 14

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

PLAT OR AREA

Form 314 7-70

LIBER 255 PAGE 434 BARD ROAD TO WIRTZ ROAD (138 KV)

File #3725 EASEMENT

1072 Pcl 3

Elmer Weaver and Doris Weaver, his wife, 5249 Cashe Road, 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 of Gladwin County of Gladwin and State of Michigan, to-wit:

The Northwest 1/4 of the Northwest 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 at a point not more than 1250 feet nor less than 1200 feet North of the South line of Section 17, Township 19 North, Range 2 West, at 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 17, 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 said 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 17, running thence Southwesterly to a point not more than 830 feet nor less than 730 feet South of the East and West 1/4 line of Section 18 of said Township, at a point not more than 140 feet nor less than 40 feet West of the East line of said Section 18.

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 on this 4th day of June, 1974.

WITNESSES:

Edward R. Bradley, Sr. Notary Public, Kalamazoo County, Michigan
Ronald J. Switzer

Elmer Weaver Doris Weaver

LIBER 255 PAGE 435 (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of Gladwin) ss.

The foregoing instrument was acknowledged before me this 4th day of June, 1974, by Elmer Weaver and Doris Weaver

Edward R. Bradley, Sr. 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

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 President of corporation, on behalf of the corporation.

Notary Public, County, Michigan My commission expires

RECORDED STATE OF MICHIGAN COUNTY OF GLADWIN JUN 20 2 01 PM '74 J. Edgar Edwards REGISTER OF DEEDS

MAPPED AND CHECKED

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 _____