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TITLE DATA

MICHIGAN STATE | **Gladwin** COUNTY | **Sage** TOWNSHIP | **CONSUMERS POWER CO.**

Henry R. Card, a single man | **13** SECTION | **19N** TOWN | **2W** RANGE | **TRACT 829-D5-9**

Easement | **9-11-79** | **11-8-79** | **281** | **855** | *W.O.#6196* | **MUNICIPALITY.** | **SECTION** | **TOWN** | **RANGE** | **MAP 14**

KIND OF INSTRUMENT | **DATE OF INST.** | **DATE OF RECORD** | **LIBER** | **PAGE** | **PLAT OR AREA**

BAR D ROAD TO WIRTZ-GROUT 138KV

Form 314 3-74

EASEMENT File #3842

LIBER **281** PAGE **855** *Polz*

LIBER **281** PAGE **856**

Henry R. Card, a single man, also known as Henry Card, 3256 Wagerville Rd., 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 Sage County of Gladwin and State of Michigan, to-wit:

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, 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 South line of Section 13, T 19 N, R 2 W, at a point not more than 40 feet East of the West line of said section, thence Northerly along and not more than 40 feet East of the West line of said section to a point not more than 110 feet nor less than 70 feet South of the South 1/8 line of said section.

Also the right to construct and maintain guy wires and anchor running in a Northerly direction from a pole to be located not more than 110 feet nor less than 70 feet South of the South 1/8 line of Section 13, T 19 N, R 2 W at a point not more than 40 ft East of the West line of said section and anchor same in the ground not more than 50 feet North of said pole.

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 42 feet on each 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 90 feet on each 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 each 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 non-use 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 ~~the~~ ~~11th~~ ~~day~~ ~~of~~ ~~September~~, 19 ~~79~~.

WITNESSES:

Donald E. Bable
Donald E. Bable
Paul J. Kistner
Paul J. Kistner

Henry R. Card
Henry R. Card

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Gladwin) ss.

The foregoing instrument was acknowledged before me this 11th day of September, 19 79, by Henry R. Card

Donald E. Bable
Notary Public, Jackson County, Michigan
My commission expires December 3, 1980

(INDIVIDUAL ACKNOWLEDGMENT)

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 _____ a _____ corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires _____

RECORDED
STATE OF MICHIGAN
COUNTY OF GLADWIN
Nov 8 11 53 AM '79

Joseph Edick
REGISTER OF DEEDS

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 **YES**

