

**TITLE DATA**  
 Marv'n Nash & wf  
 MICHIGAN STATE Gladwin COUNTY Sage TOWNSHIP 25 19N 2W TRACT 837-D5-11  
 NAME OF GRANTOR Easement 11-7-79 1-11-80 282 763 w.o.#6196 MUNICIPALITY SECTION TOWN RANGE MAP 14  
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE PLAT OR AREA

BARD ROAD TO GROUT 138KV  
 Form 314 3-74 File #3842 LIBER 282 PAGE 763 Pcl 10

**EASEMENT**

Marvin Nash, also known as Marvin E. Nash and Betty Lou Nash, his wife, 3487 W. Fratt Lake 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 County of Gladwin and State of Michigan, to-wit:

A parcel of land in the West 1/2 of the South 1/2 of the Southwest 1/4 of Section 25, Township 19 North, Range 2 West, described as: The West 217 feet of the North 50 feet of the South 654.3 feet thereof.

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:

In a Northerly and Southerly direction East of and not more than 40 feet from the West line of Section 25, Township 19 North, Range 2 West, across the above described property.

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 45 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 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 ~~and caused this instrument to be~~ executed by ~~the~~ ~~proper~~ ~~officer~~ ~~of~~ ~~the~~ ~~State~~ ~~of~~ ~~Michigan~~ this 7th day of November, 1979.

WITNESSES:

Donald E. Babble  
 Donald E. Babble

William H. Zimmerman  
 William H. Zimmerman

STATE OF MICHIGAN  
 COUNTY OF GLADWIN

JAN 11 4 07 PM '79

Marvin Nash  
 Betty Lou Nash

REGISTER OF DEEDS

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
 County of Gladwin )

The foregoing instrument was acknowledged before me this 7th day of November, 1979, by Marvin Nash and Betty Lou Nash

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

(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 \_\_\_\_\_

MAPPED AND CHECK

RETURN TO LAND & R/W DEPT.  
 CONSUMERS POWER COMPANY  
 CAVES BUILDING  
 212 W. MICHIGAN AVENUE  
 JACKSON, MICHIGAN 49201

PREPARED BY N. D. FISHER  
 CONSUMERS POWER COMPANY  
 212 WEST MICHIGAN AVENUE  
 JACKSON, MICHIGAN 49201

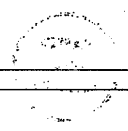
DATE

GENERAL ENGINEERING MAP REFERENCES

Like 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. Explanations of Title \_\_\_\_\_
3. Title Search Commitment Policy
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents HES



BARD. ROAD TO WIRTZ-GROUT 138KV  
 Form 314 3-74 File #3842  
 LIBER 281 PAGE 845 Pcl 9  
 EASEMENT

LIBER 281 PAGE 846

Marvin E. Nash and Betty Lou Nash, his wife, 3482 Pratt Lake 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 County of Gladwin and State of Michigan, to-wit:

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 County of Gladwin ) ss.

The foregoing instrument was acknowledged before me this 21st day of June, 1979, by Marvin E. Nash and Betty Lou Nash

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

The Northwest fractional 1/4 of the Southwest fractional 1/4 of Section 25, Township 19 North, Range 2 West, and the South fractional 1/2 of the Southwest fractional 1/4 of said section, except the South 654.3 feet of the West 217.8 feet thereof.

(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 \_\_\_\_\_

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:

In a Northerly and Southerly direction East of and not more than 40 feet from the West line of Section 25, T 19 N, R 2 W, across the above described property.

(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 \_\_\_\_\_

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 45 m 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 m feet in height on the land of the Grantor described in this easement within 90 m 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 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, and has caused this instrument to be executed by \_\_\_\_\_ President this 21st day of June, 1979.

WITNESSES:  
*Donald E. Bable*  
 Donald E. Bable  
*Betty Lou Nash*  
 Betty Lou Nash

*Marvin E. Nash*  
 Marvin E. Nash  
*Betty Lou Nash*  
 Betty Lou Nash

MAPPED AND CHECKED

RECORDED STATE OF MICHIGAN COUNTY OF GLADWIN

Nov 8 11:44 AM '79

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. Trac Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_

In the file is an esmt not required  
for line construction signed by Marvin E.  
Nash & wf dated 11-29-78 and recorded on  
12-20-78, in L276 at P430.