

TITLE DATA

MICHIGAN STATE

Gladwin COUNTY

Sage TOWNSHIP

CONSUMERS POWER CO.

Gary R. Priemer & wf

NAME OF GRANTOR

Easement

9-28-79

11-8-79

281 841

W.O.#6196

MUNICIPALITY

SECTION 36

TOWN 19N

RANGE 2W

TRACT 843-D5-26

MAP 14

KIND OF INSTRUMENT

DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

BARD ROAD TO WIRTZ ROAD-GROUT 138KV

Form 314 3-74



File #3842

LIBER 281 PAGE 841

Pat 15

LIBER 281 PAGE 812

EASEMENT

Gary R. Priemer, also known as Gary Richard Priemer and Patricia D. Priemer, his wife, 966 Oberlin 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, State of Michigan, to-wit:

A parcel commencing at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 19 North, Range 2 West, thence East 300 feet; thence South 150 feet; thence West 300 feet; thence North 150 feet to the point of beginning.

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 recorded line of Section 36, T 19 N, R 2 W, across the above described property.

STATE OF MICHIGAN COUNTY OF GLADWIN

NOV 8 11 42 AM '79

Judge Edick REGISTER OF DEEDS

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 on this 28th day of September, 1979.

WITNESSES:

Kathleen A. Dale

Donald E. Bable

Robert P. Pilt

Donald E. Bable

Patricia D. Priemer

Gary R. Priemer

Gary R. Priemer

Gary R. Priemer

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN County of Clare

The foregoing instrument was acknowledged before me this 28th day of September, 1979, by Patricia D. Priemer

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

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN County of Gladwin

The foregoing instrument was acknowledged before me this 28th day of September, 1979, by Gary R. Priemer

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

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN County of

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

President of a corporation, on behalf of the corporation.

Notary Public, County, Michigan My commission expires

MAPPED AND CHECKED

1088

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 *Com. for Title Insurance*
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_

cont. 29