


Form 314 3-74



File #3842
EASEMENT

LIBER 284 PAGE 394
Pet #19

Gladwin County Bank

Grantor, in consideration of five and 00/100 Dollars (\$ 5.00) 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 ~~xxxxx~~ 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:

All that part of the SE $\frac{1}{4}$ of Section 35, T19N, R2W, described as commencing S 1°30' W 534.55 ft of the E $\frac{1}{4}$ post of said section, thence S 1°30' W 200 ft, thence S 87°50' W 624.48 ft, thence S 52°50' W 53.65 ft to the Cedar River, thence N 85°44' W along the bank of said river 485.4 ft, thence S 56°00' W along said river bank 221.85 ft, thence N 27°42' W along said river bank 168.45 ft, thence N 51°11' E along said bank 235.7 ft, thence N 87°50' E 1237.68 ft to the place of beginning.

The center line of said line of ~~xxxxx~~ pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

In a N'ly and S'ly direction W of and not more than 40 ft from the E line of Section 35, T19 N R2W.

Also conveying the full right and authority to Grantee, its successors, licensees, lessees or assigns, and its 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 ~~xxxxx~~ 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 ~~xxxxx~~ 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 ~~xxxxx~~ 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.

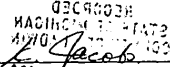
It is expressly agreed that, for the protection of said electric line, no buildings or other structures will be placed within 36 feet on each side of the center line of the ~~xxxxx~~ pole structures, poles and wires comprising said electric line. Grantee shall pay for all damage to crops arising out 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 its President this 1st day of April, 1980.

WITNESSES:



Cynthia K. Jacobs
Cynthia K. Jacobs
Notary Public, Gladwin County, Michigan

Anna Marie Broke
Anna Marie Broke

GLADWIN COUNTY BANK
a Michigan banking corporation

By Harold A. Steinke
Harold A. Steinke
President

UNAPPED
AND
CHECKED

LIBER 284 PAGE 395

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Gladwin) ss.

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

Notary Public, _____ County, Michigan
My commission expires _____

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Gladwin) 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 Gladwin) ss.

The foregoing instrument was acknowledged before me this 1st day of April, 1980, by Harold A. Steinke
President of Gladwin County Bank, Beaverton, Michigan
a Michigan Banking corporation, on behalf of the corporation.

Cynthia K. Jacobs
Cynthia K. Jacobs
Notary Public, Gladwin County, Michigan
My commission expires 8-31-83

REC'D TO LAND & GEN SERV.
MICHIGAN DEPT OF STATE
JACKSON, MICHIGAN 48801

Attn: Lucille E. Dibble

RECORDED
STATE OF MICHIGAN
COUNTY OF GLADWIN
MAY 9 11 12 AM '80

Joseph Edwin
REGISTER OF DEEDS

PREPARED BY D. E. DALL
CONSUMER SERVICE COMPANY
212 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN 48801

62654

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 _____

TITLE DATA
Cyril M. Schwager Jr., & wf

MICHIGAN
STATE

Gladwin
COUNTY

Sage

CONSUMERS POWER CO.

Easement NAME OF GRANTOR 9-20-79 11-8-79 281 851 MUNICIPALITY Gladwin SECTION 35 TOWNSHIP 19N RANGE 2W TRACT 846-D5-13
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE w. B.# 16196 PLAT OR AREA MAP 14

BARD ROAD TO WIRTZ-GROUT 138KV

Form 314 3-74



File #382

LIBER 281 PAGE 851

Pcl 18

LIBER 281 PAGE 852

EASEMENT

Cyril M. Schwager Jr., also known as Cyril M. Schwager and Christina E. Schwager, also known as Christine Schwager, his wife, 310 S. Antler St., 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 County of Gladwin, and State of Michigan, to-wit:

All that part of the Southeast 1/4 of Section 35, Township 19 North, Range 2 West, commencing on the East 1/4 post of said section, thence South 01° 30' West 534.55 feet, thence South 87° 50' West 1237.68 feet to the East bank of the Cedar River, thence Northerly along said river bank to the East and West 1/4 line of said section, thence East along said East and West 1/4 line to the place 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:

Beginning not more than 1250 feet nor less than 1200 feet South of the East and West 1/4 line of Section 35, T 19 N, R 2 W, at a point not more than 40 feet West of the East line of said section, thence Northerly along and not more than 40 feet West of the East line of said section to a point not more than 70 feet nor less than 60 feet South of the East and West 1/4 line of said section, thence Northeasterly to a point in Section 36, T 19 N, R 2 W, not more than 60 feet North of the East and West 1/4 line of said Section 36 at a point not more than 40 feet East of the West line of said Section 36.

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 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 this 20th day of SEPTEMBER, 1979.

WITNESSES:

Audrey A. Shoalts
William H. Zimmerman

Christina E. Schwager
Cyril M. Schwager, Jr.

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of GLADWIN) ss.

The foregoing instrument was acknowledged before me this 20th day of SEPTEMBER, 1979, by Cyril M. Schwager Jr., and Christina E. Schwager

William H. Zimmerman
Notary Public, Jackson County, Michigan
My commission expires May 24, 1982

(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 _____

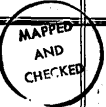
President of _____ a _____ corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires _____

RECORDED
STATE OF MICHIGAN
COUNTY OF GLADWIN

Nov 8 11 48 AM '79

Joseph E. Edicks
REGISTER OF DEEDS



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 Com for Title Insurance
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____