

TITLE DATA

MICHIGAN STATE

Gladwin COUNTY

Sage TOWNSHIP

CONSUMERS POWER CO.

Hayden E. Neely & wf

NAME OF GRANTOR

Easement

6-28-79

8-17-79

280

231

w. & # 6196

MUNICIPALITY

SECTION 35

TOWN 19N

RANGE 2W

TRACT 847-D5-14

MAP 14

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

BARD ROAD TO GROUPE 138KV

Form 314 3-74



File #3842

LIBER 280

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EASEMENT

1012 Pcl 19

LIBER 280 PAGE 232

(INDIVIDUAL ACKNOWLEDGMENT)

Hayden E. Neely and Gail L. Neely, his wife, 681 N. 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 and State of Michigan, to-wit:

All that part of the Southeast 1/4 of Section 35, Township 19 North, Range 2 West, described as commencing South 1° 30' West 534.55 feet of the East 1/4 post of said section, thence South 1° 30' West 200 feet, thence South 87° 50' West 624.48 feet, thence South 52° 50' West 53.65 feet to the Cedar River, thence North 85° 44' West along the bank of said river 485.4 feet, thence South 56° 00' West along said river bank 221.85 feet, thence North 27° 42' West along said river bank 168.45 feet, thence North 51° 11' East along said bank 235.7 feet, thence North 87° 50' East 1237.68 feet 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:

In a Northerly and Southerly direction West of and not more than 40 feet from the East line of Section 35, T 19 N, R 2 W.

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 the 28th day of June, 1979.

WITNESSES:

Polly Yvonne Chapins, William H. Zimmerman

Hayden E. Neely, Gail L. Neely

STATE OF MICHIGAN) County of Gladwin) ss.

The foregoing instrument was acknowledged before me this 28th day of June, 1979, by Hayden E. Neely and Gail L. Neely

Notary Public, William H. Zimmerman, 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 ___ a ___ corporation, on behalf of the corporation.

Notary Public, ___ County, Michigan. My commission expires ___

RECORDED STATE OF MICHIGAN COUNTY OF GLADWIN

AUG 17 11 06 AM '79

Register of Deeds

CONSUMERS POWER COMPANY, 212 WEST MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

PREPARED BY R. A. YOUNG, JR., CONSUMERS POWER COMPANY, 212 WEST MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

MAILED AND CHECKED

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