

TITLE DATA

MICHIGAN STATE

Gladwin COUNTY

Sage TOWNSHIP

CONSUMERS POWER CO.

Calvin W. Kern & Wf

Easement

NAME OF GRANTOR 7-31-79 8-23-79 280 362

MUNICIPALITY

SECTION 36 TOWN 19N RANGE 2W

TRACT 849-D5-29

MAP 14-143

BARD ROAD TO GROUT 138KV

Form 314 3-74

File #3842

LIBER 280 PAGE 362

LIBER 280 PAGE 353

EASEMENT

Calvin W. Kern and Jeannette Kern, his wife, 3499 Clendening 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, County of Gladwin, and State of Michigan, to-wit:

The Northwest 1/4 of the Southwest 1/4 of Section 36, Township 19 North, Range 2 West, except the North 330 feet of the East 651.88 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:

Beginning on the South 1/8 line of Section 36, T 19 N, R 2 W, at a point not more than 80 feet nor less than 60 feet West of the West 1/8 line of said section, thence Northerly along and not more than 80 feet nor less than 60 feet West of the West 1/8 line of said section to a point not more than 1250 feet nor less than 1200 feet South of the East and West 1/4 line of said section, thence Westerly along and not more than 1250 feet nor less than 1200 feet South of the East and West 1/4 line of said section to the West line of said section.

It is the intent to locate the centerline along the Southerly fringe of Pine Trees.

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 this 31st day of July, 1979.

WITNESSES:

Adeline B. Kern, Jeannette Kern, Donald E. Bable

Calvin W. Kern, Calvin W. Kern, Jeannette Kern

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN County of Gladwin

The foregoing instrument was acknowledged before me this 31st day of July, 1979, by Calvin W. Kern and Jeannette Kern

RECORDED STATE OF MICHIGAN COUNTY OF GLADWIN AUG 23 12 42 PM '79

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

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN 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 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

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

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

MAPPED AND CHECKED

1882

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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 GENERAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search YES _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____