

TITLE DATA
 Charles D. Muma, et al
 MICHIGAN STATE Gladwin COUNTY
 TOWNSHIP 19N RANGE 2W
 SECTION 36
 TRACT 850-D5-30
 MAP 14-143
 NAME OF GRANTOR Charles D. Muma, et al
 DATE OF INST. 11-19-79
 DATE OF RECORD 12-20-79
 LIBER 282
 PAGE 506
 MUNICIPALITY W.D.# 6196
 KIND OF INSTRUMENT Easement
 PLAT OR AREA

BARD RD TO WIRTZ ROAD-GROUT 138KV
 Form 314 3-74-88
 File #3842
 LIBER 282 PAGE 506
 Pclzz

EASEMENT
 Charles D. Muma and Irene E. Muma, also known as Irene F. Muma, his wife, 1164 First St., Gladwin, Michigan; Christopher L. Muma and Linda S. Muma, his wife, 1154 First St., Gladwin, MI
 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 City of Gladwin County of Gladwin, and State of Michigan, to-wit:

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 19 North, Range 2 West, except the South 150 feet of the West 80 feet of the East 307.24 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 N'yly and S'ly direction West of and not more than 80 feet nor less than 60 feet from the West $\frac{1}{8}$ line of Section 36, Township 19 North, Range 2 West.

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 19th day of November, 1979.~~
 executed by the undersigned President this 19th day of November, 19 79.

WITNESSES:

James C. Robertson Sr.
 James C. Robertson, Sr.
James C. Robertson Jr.
 James C. Robertson, Jr.

Christopher L. Muma
 Christopher L. Muma
Linda S. Muma
 Linda S. Muma
Charles D. Muma
 Charles D. Muma
Irene E. Muma
 Irene E. Muma

MAPPED AND CHECKED

(INDIVIDUAL ACKNOWLEDGMENT)
 RECORDED
 STATE OF MICHIGAN
 COUNTY OF GLADWIN
 DEC 20 10 46 AM '79
 STATE OF MICHIGAN)
 County of Gladwin) ss.

The foregoing instrument was acknowledged before me this 19th day of November, 19 79, by Charles D. Muma and Irene E. Muma and Christopher L. Muma and Linda S. Muma

James C. Robertson Sr.
 Notary Public, Gladwin County, Michigan
 My commission expires 12-1-1982

(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 _____

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

3255

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. Copies of Title _____
3. Title ~~Search~~ *Commitment* or Title Search _____
4. Mortgage Records _____
5. Tree Vouchers _____
6. Other Documents _____