

23

TITLE DATA

Verda Marie Davis

TRACT _____

Easement 12/30/71 1/19/72 360 228

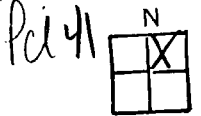
ACCOUNT NO. _____

MAP 5

WARREN-SUMMERTON TRANS. LINE

Form 314 7-70

LIBER 360 PAGE 228 File # 3576 EASEMENT



Verda Marie Davis, 309 N. Main Street, Mt. Pleasant, 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 Chippewa County of Isabella and State of Michigan, to-wit:

The Southeast 1/4 of the Northeast 1/4 of Section 4, Township 14 North, Range 3 West.

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 line of Section 4, Township 14 North, Range 3 West, at a point not more than 1330 feet nor less than 1310 feet West of the East line of said Section, thence Northerly along and not more than 1330 feet nor less than 1310 feet West of the East line of said Section, to a point not more than 1450 feet nor less than 1400 feet South of the North line of said Section, thence Northeasterly to a point not more than 840 feet nor less than 740 feet West of the East line of said Section, at a point not more than 480 feet nor less than 470 feet South of the North line of said Section.

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 65 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 50 feet in height on the land of the Grantor described in this easement within 100 feet on either 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 either 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 30th day of DECEMBER, 1971.

WITNESSES: Fred J. Goolbaugh Betty Tilmann

Verda Marie Davis Verda Marie Davis



Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Sub-headers: MICHIGAN STATE, Isabella COUNTY, Chippewa TOWNSHIP, SECTION 4, T14N TOWN, R3W RANGE, PLAT OR AREA.

26120

LIBER 360 PAGE 229

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of Isabella)

The foregoing instrument was acknowledged before me this 30th day of December, 19 71.
by Verda Marie Davis

Fred J. Coolbaugh
Fred J. Coolbaugh
Notary Public, Gratiot County, Michigan
My commission expires April 29th, 1973

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of _____)

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

Notary Public, _____ County, Michigan
My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 ____.
by _____,
President of _____,
corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires _____

RECEIVED
Dec 4-14-2
Verda Marie Davis
To
Consumers Power Co.

STATE OF MICHIGAN
COUNTY OF ISABELLA
NOTARY PUBLIC
1972 JUN 19 PM 12 35
360-228
Fred J. Coolbaugh
REGISTER OF DEEDS

att: D. E. Bliss
RETURN TO LAND & RW DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

302

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 Releases _____
5. Tree Vouchers _____
6. Other Documents _____