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34-Rd 95-23  
CONSUMERS POWER CO.

TITLE DATA		MICHIGAN STATE		Isabella COUNTY		Chippewa TOWNSHIP		TRACT	
NAME OF GRANTOR		MUNICIPALITY		SECTION		TOWN		RANGE	
Rolla J. Murphy et al				21		14 N		3 W	
KIND OF INSTRUMENT		DATE OF INST.		DATE OF RECORD		LIBER		PAGE	
Easement		6-27-75		7-24-75		396		581	
						LIBER 396		PAGE 581	

Form 314 3-74



WARREN - SUMMERTON 138 KV  
 File #3576  
 Parcel #63  
 LIBER 396 PAGE 581

EASEMENT

Rolla J. Murphy and Aletha E. Murphy, also known as Aletha Murphy, his wife; and Lina B. Murphy, also known as Lina Belle Murphy, all of 2027 Irene Street, Lansing, 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 Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 21, Township 14 North, Range 3 West, excepting therefrom the North 20 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 East and West  $\frac{1}{4}$  line of Section 21, T 14 N, R 3 W, at a point not more than 1330 feet nor less than 1310 feet West of the East line of said Section, running thence South-erly along and not more than 1330 feet nor less than 1310 feet West of the East line of said Section 21, to a point not more than 1385 feet nor less than 1365 feet North of the South line of said Section 21, running thence SW'ly to a point not more than 80 feet nor less than 50 feet South of the North line of Section 28 of said Township, at a point not more than 85 feet nor less than 70 feet West of the North and South  $\frac{1}{4}$  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 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 50 feet in height on the land of the Grantor described in this easement within 100 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 ~~at the County Clerk's Office in Isabella, Michigan~~ at Isabella, Michigan this 27th day of June, 1975.

WITNESSES:  
 Fred J. Coolbaugh  
 Marjorie S. Coolbaugh  
 Mildred M. Obrinsko  
 STATE OF MICHIGAN  
 COUNTY OF ISABELLA  
 RECEIVED FOR RECORD  
 1975 JUL 24 PM 12 57  
 REGISTER OF DEEDS

Rolla J. Murphy  
 Aletha E. Murphy  
 Lina B. Murphy

LIBER 396 PAGE 582

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 County of Ingham ) ss.

The foregoing instrument was acknowledged before me this 27th day of June, 1975, by

Rolla J. Murphy, Aletha E. Murphy and Lina B. Murphy

Fred J. Coolbaugh  
 Notary Public, Ingham County, Michigan  
 My commission expires May 4th, 1976

(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 \_\_\_\_\_

1975 JUL 24 PM 12 57  
 396-581  
 REGISTER OF DEEDS

RETURN TO LAND & ELECT. REG. DEPT.  
 CONSUMERS POWER COMPANY  
 1945 W. PARNALL ROAD  
 JACKSON, MICHIGAN 49201

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 Consumers Power Co.  
 Rolle J. Murphy  
 Aletha E. Murphy  
 Lina B. Murphy  
 2-1-74-3  
 7-1-74-3

**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 \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_

In the file is a prior esmt from grantor dated 6-20-72 recorded 7-26-72 in L366 on P172-173.