

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Chippewa TOWNSHIP

35-RA 95-24 CONSUMERS POWER CO.

Russell J. Fisher & wf

21

T14N

R3W

TRACT

Easement

NAME OF GRANTOR

12-31-74 1-13-75 391 74

MUNICIPALITY

SECTION

TOWN

RANGE

MAP 5

WARREN-SUMMERTON 138KV

Form 314 3-74

File #3576

Pcl. #64

LIBER 391 PAGE 74 EASEMENT



13

Russell J. Fisher and Mary Jane Fisher, his wife, Broomfield Road, Route #4, Mt. Pleasant Mich. 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 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 South 1/2 of the Southeast 1/4, and the Northeast 1/4 of the Southeast 1/4, all in Section 21, Township 14 North, Range 3 West.

The center line of said line of pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

Beginning on the East and West 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 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 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 75 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 60 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 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 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 31st day of December, 1974.

WITNESSES:

Kelvin D. Fisher, Samuel B. Miller

STATE OF MICHIGAN COUNTY OF ISABELLA RECEIVED FOR RECORD

Russell J. Fisher, Mary Jane Fisher

Samuel B. Miller REGISTER OF DEEDS



LIBER 391 PAGE 75

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN ) ss. County of Isabella

The foregoing instrument was acknowledged before me this 31st day of December, 1974, by Russell J. Fisher and Mary Jane Fisher

Samuel B. Miller Notary Public, Gratiot County, Michigan My commission expires December 6, 1975

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN ) ss. 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 ) 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

Russell J. Fisher, Mary Jane Fisher TO Consumers Power Co.

STATE OF MICHIGAN COUNTY OF ISABELLA RECEIVED FOR RECORD

1975 JAN 15 PM 12 11

391-74

Samuel B. Miller REGISTER OF DEEDS

RETURN TO LAND & ELECT. R/W DEPT. CONSUMERS POWER COMPANY 1945 W. PARKER ROAD JACKSON, MICHIGAN 49201

Att. Swindle & Swindle