

TITLE DATA

MICHIGAN

Isabella

Chippewa

CONSUMERS POWER CO.

Russell J. Fisher & wf

STATE

COUNTY

TOWNSHIP

Easement

NAME OF GRANTOR

12-31-74 1-13-75 391 76

MUNICIPALITY

21

SECTION

T14N

TOWN

R3W

RANGE

TRACT

MAP

5

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

WARREN-SUMMERTON 138KV

Form 314 3-74

LIBER 391 PAGE 76

File #3576

Pcl. #65

EASEMENT



Russell J. Fisher and Mary Jane Fisher, his wife, Broomfield Road, Route #4, Mt. Pleasant, 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 poles, 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 150 feet of the East 150 feet of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 14 North, Range 3 West.

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

Beginning at a point not more than 1330 feet nor less than 1310 feet West of the East line of Section 21, T 14 N, R 3 W, at a point not more than 1385 feet nor less than 1365 feet North of the South line of said Section, 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 28.

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 poles, 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 poles, 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 poles, 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:

Handwritten signature of Kelvin D. Fisher

Kelvin D. Fisher

Handwritten signature of Samuel B. Miller

Samuel B. Miller

Handwritten signature of Russell J. Fisher

Russell J. Fisher

Handwritten signature of Mary Jane Fisher

Mary Jane Fisher

STATE OF MICHIGAN COUNTY OF ISABELLA RECEIVED FOR RECORD



1975 JAN 13 PM 12 11

Handwritten signature of Samuel B. Miller, REGISTER OF DEEDS

LIBER 391 PAGE 77 (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of Isabella) ss.

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

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

(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 ___

Handwritten notes: Russell J. Fisher, Mary Jane To Consumers Power Co.

STATE OF MICHIGAN COUNTY OF ISABELLA RECEIVED FOR RECORD

1975 JAN 13 PM 12 11

Handwritten notes: 391-76, Samuel B. Miller, REGISTER OF DEEDS