

TITLE DATA
C. Christopher Wolfe, etal.

MICHIGAN
STATE

Isabella
COUNTY

Wise

CONSUMERS POWER CO.

Easement

NAME OF GRANTOR

8-21-80 12-9-80 470 564 W.O.# 6283

MUNICIPALITY

SECTION 2

TOWNSHIP 16N

RANGE 3W

TRACT 750-D6-5

KIND OF INSTRUMENT

DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

MAP 13

CLARE (FORMERLY BROOKWOOD) TO WARREN-HIGGINS 138KV
LIBER 470 PAGE 564 Pol #41

Form 314 3-74



File #3864
EASEMENT

C. Christopher Wolfe and Linda K. Wolfe, his wf., 909 Willow St., Ann Arbor, MI.; David C. Keller and Christine Keller, his wf., and Philip A. Albert and Nancy Albert, his wf., 3783 Noble, Brighton, 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 Wise Township of Isabella County of Isabella, and State of Michigan, to-wit:

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 16 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:

In an Easterly and Westerly direction North of and not more than 43 feet from the South line of Section 2, Township 16 North, Range 3 West.

STATE OF MICHIGAN
COUNTY OF ISABELLA
RECEIVED FOR RECORD

1980 DEC -9 AM 10:09

Carroll's Sealbook
REGISTER OF DEEDS

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 ~~or has caused the same to be executed by its~~ President this 21st day of August, 19 80.

WITNESSES:

Beatrice Havranek
Carol McClements
Helen Grzenkowitz
Raymond Grzeskowiak
William H. Zimmerman
Craig Varjabedian

David C. Keller
Christine Keller
Philip A. Albert
Linda K. Wolfe
C. Christopher Wolfe



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(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of LIVINGSTON) ss.

The foregoing instrument was acknowledged before me this 21st day of AUGUST, 19 80, by DAVID C. KELLER, CHRISTINE KELLER, PHILIP A. ALBERT & NANCY ALBERT

M. H. Gauss
Notary Public, INGHAM County, Michigan
My commission expires 8-18-82
(Acting in Livingston Co.)

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Washtenaw) ss.

The foregoing instrument was acknowledged before me this 27th day of October, 19 80, by C. Christopher Wolfe and Linda K. Wolfe

William H. Zimmerman
Notary Public, JACKSON County, Michigan
My commission expires May 24, 1982

(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 _____

RETURN TO LAND & R/W DEPT.
CONSUMERS POWER COMPANY
HAYES BUILDING
212 W. MICHIGAN AVENUE
JACKSON, MICHIGAN 49201

PREPARED BY R. A. YOUNG, JR.
CONSUMERS POWER COMPANY
812 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN 49201

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 _____

