

Page 2

TITLE DATA		MICHIGAN STATE	Isabella COUNTY	Wise TOWNSHIP	CONSUMERS POWER CO.
H. John Pfeiffer, single		2		T16N R3W	TRACT 752-D6-7
Easement	NAME OF GRANTOR 1-14-82	DATE OF INST. 1-29-82	MUNICIPALITY 495	SECTION 79	PLAT OR AREA W.O.#6283
KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE	MAP 13

CLARE TO WARREN-HIGGINS 138 KV
 Form 314 3-74
 LIBER 495 PAGE 79
 Pcl.#39

H John Pfeiffer, a single man, 4230 Secor Road, Toledo, Ohio
 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 Wise County of Isabella, and State of Michigan, to-wit:

The Southwest 1/4 of the Southwest 1/4 of Section 2, T16N, R3W.

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 E'ly and W'ly direction North of and not more than 43 ft from the South line of Section 2, T16N, R3W, also the right to construct and maintain guy wires to run in a N'ly direction from a pole to be located not more than 43 ft N from the S line of said Section, at a point not more than 33 ft E of the W line of said Section and anchor same in the ground not more than 50 ft N of said pole.

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 35 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 80 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 his residence~~ at his residence this 14th day of January, 1982.

WITNESSES:
William H. Zimmerman
 William H. Zimmerman
Doritha Cosper
 Doritha Cosper
H. John Pfeiffer
 H. John Pfeiffer



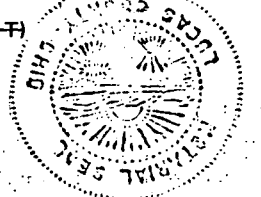
LIBER 495 PAGE 80

(INDIVIDUAL ACKNOWLEDGMENT)

OHIO
 STATE OF ~~MICHIGAN~~
 County of LUCAS

The foregoing instrument was acknowledged before me this 14th day of January, 1982, by H. John Pfeiffer

Doritha Cosper
 Notary Public, Lucas County, Michigan
 My commission expires CORITHA COSPER
 My Commission Expires Oct. 28, 1986



(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN
 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
 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 _____

RETURN TO LAND & R/W DEPT.
 CONSUMERS POWER COMPANY
 HAYES BUILDING
 212 W. MICHIGAN AVENUE
 JACKSON, MICHIGAN 48201
 PREPARED BY W. H. ZIMMERMAN
 CONSUMERS POWER COMPANY
 512 WEST MICHIGAN AVENUE
 JACKSON, MICHIGAN 48201

STATE OF MICHIGAN
 COUNTY OF ISABELLA
 RECEIVED FOR RECORD
 1982 JAN 29 PM 1:06
 495-79
 REGISTER OF DEEDS

Return to
Consumers Power Co.
H. John Pfeiffer
P.L. 10/14/82
2-16-83

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 _____