CONSUMERS POWER CO. MICHIGAN Isabella Wise TITLE DATA STATE COUNTY TOWNSHIP 16N 3W 3 TRACT_753-D6-19 Victor A. Tarnowski, et al NAME OF GRANTOR MUNICIPALITY TOWN RANGE SECTION 12-17-80 471 W. O. #6283 13 139 | Easement MAP. DATE OF INST. DATE OF RECORD LIBER PLAT OR AREA KIND OF INSTRUMENT PAGE 171 139 139 CLARE (FORMERLY BROOKWOOS) TO WARREN-HIGGINS 138KV 11 Pcl. #38 LICEN 471 HAGE 140 Form 314 3-74 File #3864 EASEMENT Victor A. Tarnowski and Verna A. Tarnowski, his wf., and Philip Tarnowski, also known as (INDIVIDUAL ACKNOWLEDGMENT) Philip J. Tarnowski, a single man, as Trustees, 9729 E Herrick Rd., Rt #2, Clare, MI 48617 ω. 1.1) to him paid _____ Dollars (\$<u>1.00</u> One and no/100 Grantor, in consideration of by CONSUMERS POWER COMPANY, a Michigan corporation, 212 W. Michigan Avenue, Jackson, Michigan, STATE OF MICHIGAN Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns,) ss. Forever, the easement and right to erect, lay and maintain lines consisting of the structures, poles, or County of _____Isabella 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 <u>Township</u> of <u>Wise</u>, County of <u>Isabella</u>, and The foregoing instrument was acknowledged before me this ______ day of r______, 19 80, by ______ Victor A. Tarnowski, Verna A. Tarnowski and day of 19_<u>80</u>, by _ November State of Michigan, to-wit: Philip Tarnowski Trustees The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 16 North, Range 3 West. H. Zimmerman Jackson County, Michigan Notary Public, My commission expires May 24, 1982 ND+V+DUAL-ACKNOWLEDGMENT) The center line of said line of convers, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as: STATE OF MICHIGAN In an Easterly and Westerly direction North of and not more than 43 feet from the South County of line of Section 3, Township 16 North, Range 3 West. STATE OF MICHIGAN COUNTY OF ISABELLA RECEIVED FOR PROCERD The foregoing instrument was acknowledged before me this 19_ _, by _ 1900 DEC 17 AM 9:42 Carlie Blandback Also conveying the full right and authority to Grantee, its successors, licensees, lessees or assigns, and its and County, Michigan Notary Public. their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, My commission expires 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 (CORPORATE ACKNOWLEDGMENT) 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 terms, feet in excess of 40 feet in STATE OF MICHIGAN pole structures, poles and wires comprising said electric line, and (2) all trees in excess of _ feet in height on the land of the Grantor described in this easement within _____90 ____ feet on each side of the center County of line of the tewere, 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, The foregoing instrument was acknowledged before me this day of remove or otherwise control trees and brush as aforesaid. 19 __, by President of It is expressly agreed that, for the protection of said electric line, no buildings or other structures will be placed corporation, on behalf of the corporation. 36 feet on each side of the center line of the towers, pole structures, poles and wires within comprising said electric line. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of the electric line. _County, Michigan Notary Public, _ 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. My_commission_expires_ Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter. IN WITNESS WHEREOF, Grantor has executed this instrument opchastograd anter the another the second and the seco coefficient this 25th day of <u>November</u> 19 80 A. Jarnows ACTURN TO LAND & RAW BEPT. GARD DIEDS FORER COMPANY Tarnowsi PARES DELENING MAPPED 212 N. MELHIGAN AVENUE amowoh. all 2011, 10000001 (0201 All Lucille Libble AND Philip Tarnowski, Trustee ς٥ CHICKED ŜU CONSUMERS POWER COMPANY 2 212 WEST MICHIGAN AVENUE \checkmark JACKBON, MICHIGAH 49201

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- 1. Alistract _____ 2. Optinions of Title _____ 3. Title Search _____
- 4. Mortgage Reficie
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- 6. Other Documents

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