

2
TITLE DATA
Grace Barber, etal

MICHIGAN
STATE

Isabella
COUNTY

Wise

CONSUMERS POWER CO.

Easement

NAME OF GRANTOR
10-15-80

DATE OF INST. 11-17-80

DATE OF RECORD 470 31

LIBER PAGE W.O.# 6283

MUNICIPALITY

SECTION 3

TOWN 16N

RANGE 3W

TRACT 755-D6-21

MAP 13

CLARE (FORMERLY BROOKWOOD) TO WARREN-HIGGINS 138KV

Form 314 3-74

File #3864
EASEMENT

LIBER 470 PAGE 31

P.C.# 36

Grace Barber, 9676 E. North County Line Rd., Clare, MI.; Junior Hamby, also known as J.D. Hamby, and Betty Hamby, his wife, 10112 Morrish Rd., Swartz Creek, 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, 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 Township of Wise, County of Isabella, and State of Michigan, to-wit:

The Southwest 1/4 of the Southeast 1/4 of Section 3, Township 16 North, Range 3 West, excepting the East 198 feet of the South 440 feet thereof.

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 3, Township 16 North, Range 3 West.

STATE OF MICHIGAN
COUNTY OF ISABELLA
RECEIVED

1980 NOV 17 AM 10:25

W. H. Zimmerman
NOTARY PUBLIC

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 on this 15th day of October, 1980.

WITNESSES:

Cindy Birmingham
Cindy Birmingham

William H. Zimmerman
William H. Zimmerman

Gudrun Barber
Gudrun Barber

William H. Zimmerman
William H. Zimmerman

Junior J. D. Hamby
Junior J. D. Hamby

Betty Hamby
Betty Hamby

Grace Barber
Grace Barber

LIBER 470 PAGE 32

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Genesee) ss.

The foregoing instrument was acknowledged before me this 15th day of October, 1980, by Junior Hamby and Betty Hamby

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

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Isabella) ss.

The foregoing instrument was acknowledged before me this 22nd day of October, 1980, by Grace Barber

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 _____

MAILED AND CHECKED

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

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

STATE OF MICHIGAN
COUNTY OF ISABELLA
RECEIVED
NOV 17 1980
470-31

PL. 820/14 SE/14
3-16-83
Grace Barber
Junior Hamby
Betty Hamby
William H. Zimmerman

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 **YES** _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

