

TITLE DATA

MICHIGAN STATE

Isabella COUNTY Wise TOWNSHIP

CONSUMERS POWER CO.

Alton B. Arnold & wf

Easement

NAME OF GRANTOR

3-26-81 | 4-24-81 | 478 | 542 | W.O.#6283

MUNICIPALITY

SECTION 8

TOWNSHIP 16N RANGE 3W

TRACT 765-D6-16

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

PLAT OR AREA

MAP 13

CLARE (FORMERLY BROOKWOOD) TO WARREN-HIGGINS 138KV

Form 314 3-74



File #3864

LIBER 478 PAGE 542

Plat #24

LIBER 478 PAGE 543

EASEMENT

Alton B. Arnold and Dorothy M. Arnold, also known as Dorothy Arnold, his wife, 7024 E Herrick Road, Clare, 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 Township of Wise of Isabella County, Michigan, to-wit:

The Northwest 1/4 of the Northwest 1/4 of Section 8, Township 16 North, Range 3 West.

STATE OF MICHIGAN COUNTY OF ISABELLA NOTARY PUBLIC

W. H. Zimmerman

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:

Beginning on the North and South 1/4 line of Section 8, T 16 N, R 3 W at a point not more than 29 feet South of the North line of said section, thence Westerly along and not more than 29 feet South of the North line of said section to the West line of said section.

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 at his residence this 26th day of March, 19 81.

WITNESSES:

Greg Arnold, William H. Zimmerman

Alton B. Arnold, Dorothy M. Arnold

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN ) County of Isabella ) ss.

The foregoing instrument was acknowledged before me this 26th day of March, 19 81, by Alton B. Arnold and Dorothy M. Arnold

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

(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 \_\_\_

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

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



**GENERAL-ENGINEERING MAP REFERENCES**

Use 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 \_\_\_\_\_

