

*Dwyer*

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Wise TOWNSHIP

CONSUMERS POWER CO.

Township of Wise

Easement

NAME OF GRANTOR

5-20-81 6-16-81

481 477

MUNICIPALITY

W.D. #6283

SECTION 7

T16N

R3W

TOWN

RANGE

TRACT 769-D6-26

MAP 13

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

PLAT OR AREA

CLARE TO WARREN-HIGGINS 138kV

Form 314 3-74

File #3864

LIBER 481 PAGE 477

*Pcl. #18*

LIBER 481 PAGE 478

EASEMENT

Township of Wise, 8690 E Battle Road, Clare, Michigan, Clare County, State of Michigan, a municipal corporation, by its duly authorized officers

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, County of Isabella, and State of Michigan, to-wit:

The North 200 feet of the West 28 rods of the Northeast  $\frac{1}{4}$ , Section 7, 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:

Beginning not more than 1650 feet nor less than 1600 feet West of the East line of Section 7, T 16 N, R 3 W, at a point not more than 37 feet South of the North line of said section, thence Westerly to a point not more than 1375 feet nor less than 1275 feet West of the North and South  $\frac{1}{4}$  line of said section at a point not more than 34 feet South of the North 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 or has caused this instrument to be executed by its clerk & superv ~~representative~~ this 20th day of May, 1981.

WITNESSES:

*Valerie Mogg*  
Valerie Mogg

*William H. Zimmerman*  
William H. Zimmerman

STATE OF MICHIGAN TOWNSHIP OF WISE  
COUNTY OF ISABELLA

*Lewis Mogg Supv.*  
Lewis Mogg, Supervisor

*Wayne Callison*  
Wayne Callison, Clerk

1981 JUN 18 AM 11:24  
REGISTERED



(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 \_\_\_\_\_

(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 Isabella ) ss.

The foregoing instrument was acknowledged before me this 20th day of May, 1981, by Lewis Mogg, Supervisor and Wayne Callison, Clerk ~~President of~~ Township of Wise, a municipal corporation, on behalf of the corporation.

*William H. Zimmerman*  
William H. Zimmerman, Acting in Isabella Co  
Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires WILLIAM H. ZIMMERMAN  
Notary Public, Jackson County, Mich.  
My Commission Expires: May 24, 1982

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

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

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. \_\_\_\_\_ Sheet of **Sheet**  
Plan & Profile No. \_\_\_\_\_ Sheet of **Sheet**  
Survey Map No. \_\_\_\_\_ Sheet of **Sheet**

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_