

1/18/80

13

**TITLE DATA**  
 [Herbert J. Russell, et al]  
**MICHIGAN** Otsego  
 STATE COUNTY  
 City of Gaylord 4 30N 3W  
 MUNICIPALITY TOWNSHIP RANGE  
**CONSUMERS POWER CO.**  
 TRACT 140.1-D85-28  
 MAP 7-15

**Easement** 11-2-78 1-11-79 256 420 w.o.# 5854  
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE  
 BAGLEY TO GAYLORD-MIO 138KV  
 Form 314 3-74 File #1997 LIBER 256 PAGE 420  
 EASEMENT  
 10 of 2 esmts  
 Pcl 2

Herbert J. Russell and Lee Ann Russell, his wife, P.O. Box 656, Gaylord, Michigan;  
 Herbert L. Kutsch and Shirley A. Kutsch, his wife, 6378 Thistle Drive, Saginaw, 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 City of Gaylord, County of Otsego, and State of Michigan, to-wit:

A parcel of land in the Southwest  $\frac{1}{4}$  of Section 4, Township 30 North, Range 3 West, described as beginning on the West  $\frac{1}{8}$  line of said section 231 feet South of the Northwest corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said section, thence South along said West  $\frac{1}{8}$  line 403.5 feet, thence South  $81^{\circ} 20'$  East 378.1 feet to South Illinois Avenue, thence North along said avenue 401.2 feet, thence West to the place of beginning, except the West 66 feet thereof, and except the South 100 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:  
 Beginning at a point approximately 350 feet North of the South line of Section 4, Township 30 North, Range 3 West, at a point not more than 60 feet West of the Westerly line of the Michigan Central Railroad Company's right of way, thence NW'y to a point not more than 275 feet nor less than 231 feet South of the South  $\frac{1}{8}$  line of said section, at a point not more than 325 feet nor less than 275 feet East of the West  $\frac{1}{8}$  line of said section, thence Westerly along and not more than 275 feet nor less than 231 feet South of the South  $\frac{1}{8}$  line of said section to the West  $\frac{1}{8}$  line of said section.

STATE OF MICHIGAN )  
 COUNTY OF OTSEGO )  
 RECORDED 11/27 AT 1:45  
 A. D. 19 78  
 W. C. BLOCK

Also conveying the full right and authority to Grantee, its successors, licensees, 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 26.5 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 ~~XXXXXX~~ this 2 day of NOVEMBER, 19 78.

WITNESSES:  
Peggy Lee Bauer  
 Peggy Lee Bauer  
Donald A. Sny  
 Donald A. Sny  
Thomas Cortez  
 Thomas Cortez  
Donald A. Sny  
 Donald A. Sny  
Herbert J. Russell  
 Herbert J. Russell  
Lee Ann Russell  
 Lee Ann Russell  
Herbert L. Kutsch  
 Herbert L. Kutsch  
Shirley A. Kutsch  
 Shirley A. Kutsch

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
 County of Otsego )

The foregoing instrument was acknowledged before me this 2nd day of November, 19 78, by Herbert J. Russell and Lee Ann Russell

Donald A. Sny  
 Notary Public, Jackson County, Michigan  
 My commission expires August 25, 1982

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
 County of Saginaw )

The foregoing instrument was acknowledged before me this 3rd day of November, 19 78, by Herbert L. Kutsch and Shirley A. Kutsch

Donald A. Sny  
 Notary Public, Jackson County, Michigan  
 My commission expires August 25, 1982

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
 County of \_\_\_\_\_ )

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  
 HAYES BUILDING  
 212 W. 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**

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

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

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

1/18/82

TITLE DATA

MICHIGAN

Otsego

CONSUMERS POWER CO.

Kenneth Zeigler & wf

City of Gaylord

4

30N 3W

TRACT 140.1-D85-28

NAME OF GRANTOR

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

Easement

12-19-78

1-4-79

256

418

W.O.# 5854

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

BAGLEY TO GAYLORD-MIO 138KV

Form 314 3-74



2 of 2 esmts  
File #1997  
EASEMENT

LIBER 256 PAGE 418

LIBER 256 PAGE 419

Kenneth Zeigler, also known as Kenneth E. Zeigler, and Carrie B. Zeigler, his wife,  
P. O. Box 26821, Tucson, Arizona

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 City of Gaylord, County of Otsego, and State of Michigan, to-wit:

A parcel of land in the Southwest  $\frac{1}{4}$  of Section 4, Township 30 North, Range 3 West, described as beginning on the West 1/8 line of said section 231 feet South of the Northwest corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said section, thence South along said West 1/8 line 403.5 feet, thence South 81° 20' East 378.1 feet to South Illinois Avenue, thence North along said avenue 401.2 feet, thence West to the place of beginning, except the West 66 feet thereof, and except the South 100 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:

Beginning at a point approximately 350 feet North of the South line of Section 4, Township 30 North, Range 3 West, at a point not more than 60 feet West of the Westerly line of the Michigan Central Railroad Company's right of way, thence NW'ly to a point not more than 275 feet nor less than 231 feet South of the South 1/8 line of said section, at a point not more than 325 feet nor less than 275 feet East of the West 1/8 line of said section, thence Westerly along and not more than 275 feet nor less than 231 feet South of the South 1/8 line of said section to the West 1/8 line of said section.

STATE OF MICHIGAN )  
COUNTY OF OTSEGO )  
RECORDED  
JAN 19 1979 AT 1:45  
CLOCK

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 18 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 the City of Gaylord, Michigan~~ this 19th day of December, 19 78.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kenneth Zeigler  
Kenneth Zeigler  
Carrie B Zeigler  
Carrie B Zeigler

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF ~~MICHIGAN~~ ARIZONA )  
County of PIMA ) ss.

The foregoing instrument was acknowledged before me this 19th day of December, 19 78, by Kenneth Zeigler and Carrie B Zeigler, his wf



Mattie L. Fisher Arizona  
Notary Public, PIMA County, ~~Michigan~~  
My commission expires My Commission Expires Nov. 11, 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  
PAYEE BUILDING  
212 W. MICHIGAN AVENUE  
JACKSON, MICHIGAN 49201

PREPARED BY C. K. HENRY  
CONSUMERS POWER COMPANY  
212 WEST MICHIGAN AVENUE  
JACKSON, MICHIGAN 49201

GENERAL ENGINEERING MAP REFERENCES

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

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search 173 \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Trip Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_

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1  
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