



**Liber: 1211 Page: 775**

STATE OF MICHIGAN - GLADWIN COUNTY

RECORDED



Ann Manning-Clayton - REGISTER OF DEEDS  
5/27/2021 11:00 AM

Receipt #: 134155 Page: 1 of 4  
30.00 EASEMENT

**EASEMENT FOR ELECTRIC FACILITIES**

Master Tract# ROW000916066440  
SAP# 1056512434  
Design# 11241974  
Agreement# MI00000055626

NICHOLAS ISERNIA, a man, whose address is 5852 Coolidge Road, Coleman, Michigan 48618 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the Township of Beaverton, County of Gladwin, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity. Consumers may attach additional lines outside the Easement Area, running laterally from a line within the Easement Area to the East and West edges of Owner's Land, in which event the Easement Area shall include a 30-foot-wide strip of land, being 15 feet on each side of each such lateral line.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: 4-21-2021

Owner:

Nicholas Isernia

Acknowledgment

The foregoing instrument was acknowledged before me in Orange County, Florida,  
on April 21, 2021 by Nicholas Isernia, a man.  
Date

Susan L. Hays-South  
Notary Public  
Susan L. Hays-South  
Print Name  
Orange County, Florida  
Acting in Orange County  
My Commission expires: July 17, 2024



Susan L. Hays-South  
Notary Public  
State of Florida  
Comm# HH018315  
Expires 7/17/2024

**PROPERTY OWNERS MAIL**

**SIGNED EASEMENT TO:**

Michael Loper #230-D  
Consumers Energy Company  
4141 Wilder Road  
Bay City MI 48706

Prepared By:  
Nicole Corts 04/21/2021  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE ONLY**

Return recorded instrument to:  
Carrie J. Main, EP7-287  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the Township of Beaverton, County of Gladwin, State of Michigan:

Commencing 370.00 feet West of the Southeast corner of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 31, Town 17 North, Range 2 West; thence West 290.00 feet; thence North 660.00 feet; thence East 290.00 feet; thence South 660.00 feet, except a 33.00 foot easement along the West 33.00 feet thereof.

Also known as: West County Line Road, Coleman, Michigan 48618

Parcel ID: 010-031-300-004-03

AND

Commencing 140.00 feet West of the Southeast corner of East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 31, Town 17 North, Range 2 West; thence West 230.00 feet; thence North 660.00 feet; thence East 370.00 feet; thence South 310.00 feet; thence West 140.00 feet; thence South 350.00 feet.

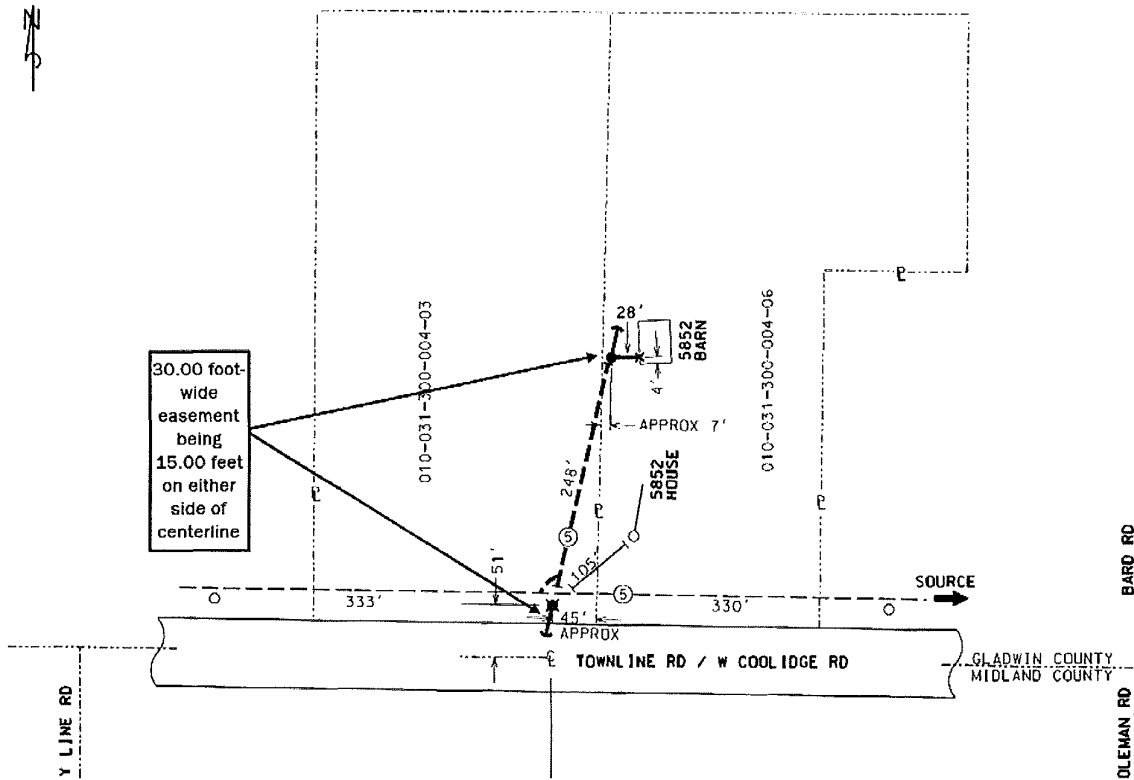
Also known as: 5852 West County Line Road, Coleman, Michigan 48618

Parcel ID: 010-031-300-004-06

EXHIBIT B

Easement Area

A 30.00-foot-wide strip of land, being 15.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.



Gladwin County Register of Deeds  
Received on 5/16/2022 1:13 PM



**Liber: 1243 Page: 426**

STATE OF MICHIGAN - GLADWIN COUNTY  
RECORDED



Ann Manning-Clayton - REGISTER OF DEEDS  
5/16/2022 1:28 PM

Receipt #: 141417 Page: 1 of 4  
30.00 EASEMENT



### **EASEMENT FOR ELECTRIC FACILITIES**

Master Tract# ROW000916071411  
SAP# 1061148503  
Design# 11354294  
Agreement# MI0000061545

NICHOLAS ISERNIA, whose address is 13506 Summerport Village Parkway, Unit 356, Windermere, Florida 34786 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the Township of Beaverton, County of Gladwin, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

**Additional Work Space:** In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

**Access:** Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

**Trees and Other Vegetation:** Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

**Buildings/Structures:** Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: 3-30-22

Owner: *[Signature]* PHYSICALLY PRESENT  
Nicholas Isernia NI

Acknowledgment

The foregoing instrument was acknowledged before me in Orange County, Florida  
on March 30<sup>th</sup>, 2022 by Nicholas Isernia.  
Date



MARY E. ATHERTON  
Notary Public  
State of Florida  
Comm# HH178704  
Expires 10/14/2025

*Mary E Atherton*  
MARY E ATHERTON Notary Public  
Print Name  
Orange County, Florida  
Acting in Orange County  
My Commission expires: October 14<sup>th</sup>, 2025

**PROPERTY OWNERS MAIL  
SIGNED EASEMENT TO:**  
Patrick Lavery #CLR-100F  
Consumers Energy Company  
1 Consumers Energy Parkway  
Clare, MI 48617

Prepared By:  
Rebecca Hyatt 3/1/22 P24-720  
Consumers Energy Company  
1945 W Parnall Rd  
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE  
ONLY**  
Return recorded instrument to:  
Carrie J. Main, P24-720  
Consumers Energy Company  
1945 W Parnall Rd  
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the Township of Beaverton, County of Gladwin, State of Michigan:

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 31, Township 17 North, Range 2 West, described as: Commencing at the Southeast corner of the East 1/2 of the Southwest 1/4 of Section 31, thence West 140.00 feet, thence North 350.00 feet, thence East 140.00 feet, thence South 350.00 feet to the Point of Beginning.

Also known as: 5804 Samantha Drive, Coleman, Michigan 48618

Parcel ID: 010-031-300-004-05

EXHIBIT B

Easement Area

A 30.00-foot-wide strip of land, being 15.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

