

13

TITLE DATA

James E. Draper and wife, Barbara A.

TRACT _____

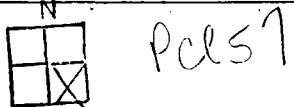
Easement | 2/9/72 | 3/6/72 | 361 | 556 |

ACCOUNT NO. _____

MAP _____

WARREN - SUMMERTON TRANS. LINE

LIBER 361 PAGE 556



Form 314 7-70

EASEMENT

MICHIGAN STATE | Isabella COUNTY | Chippewa TOWNSHIP | 16 SECTION | T14N TOWN | R3W RANGE

PLAT OR AREA

James E. Draper, also known as James E. Draper, Jr., and Barbara A. Draper, his wife, Deerfield Road, Route #1, Mt. Pleasant, 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 Chippewa, County of Isabella, and State of Michigan, to-wit:

A parcel of land in the Southeast 1/4 of the Southeast 1/4 of Section 16, Township 14 North, Range 3 West, described as commencing at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section, thence North 417.42 feet, thence East 208.71 feet, thence South 417.42 feet, thence West 208.71 feet to the place of beginning.

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 a Northerly and Southerly direction, Westerly of and not more than 1330 feet nor less than 1310 feet from the East line of Section 16, Township 14 North, Range 3 West.

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 65 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 50 feet in height on the land of the Grantor described in this easement within 100 feet on either 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 either 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 9th day of February, 1972.

WITNESSES:

Margaret Peak
Margaret Peak
Samuel B. Miller
Samuel B. Miller

James E. Draper
James E. Draper
Barbara A. Draper
Barbara A. Draper

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty with vertical lines.



NAME OF GRANTOR _____

ACCOUNT NO. _____

MAP _____

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

1862a

LIBER 361 PAGE 557

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of Isabella)

The foregoing instrument was acknowledged before me this 9th day of February, 19 72,
by James E. Draper and Barbara A. Draper

Samuel B. Miller
Samuel B. Miller
Notary Public, Gratiot County, Michigan
My commission expires December 6, 1975

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____,
by _____

Notary Public, _____ County, Michigan
My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____,
by _____,
President of _____,
corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires _____

USEY SERI 16-14-3

*James E. Draper
Barbara A.
To
Consumers Power Co.*

STATE OF MICHIGAN
COUNTY OF ISABELLA
RECEIVED FOR RECORD

1972 MAR 6 AM 10 35
361-556
Samuel B. Miller
REGISTER OF DEEDS

RETURN TO LAND & RW DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

300

492010