

Page 2

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Wise TOWNSHIP

CONSUMERS POWER CO.

Marjorie Morris, et al

2 SECTION

T16N TOWN

R3W RANGE

TRACT 748-D6-3

Easement NAME OF GRANTOR 3-12-81 DATE OF INST. 9-16-82 DATE OF RECORD 505 LIBER 409 PAGE W.O. # 6283 MUNICIPALITY

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

PLAT OR AREA

MAP 13

CLARE TO WARREN-HIGGINS 130KV

Form 314 3-74



USER 505 PAGE 409

Pl. #43

File #3864

EASEMENT

Marjorie Morris, also known as Marjorie F. Morris, and Bernard J. Morris, her husband, 220b N. Stevenson St., Flint, Mich., and Charlotte L. Plamondon, also known as Charlotte Plamondon, 1200 River-Valley Dr., Apt #11, Flint, Mich.

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 Southeast 1/4 of the Southeast 1/4 of Section 2, 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:

In an Easterly and Westerly direction North of and not more than 43 feet from the South line of Section 2, Township 16 North, Range 3 West.

STATE OF MICHIGAN COUNTY OF ISABELLA RECEIVED FOR RECORD

1982 SEP 16 AM 11:54

Charles J. Sandbrook REGISTER OF DEEDS

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 on this 12th day of March, 1981.

WITNESSES:

Bonnie Wright

William H. Zimmerman

Richard M. Plamondon

William H. Zimmerman

Marjorie Morris

Bernard J. Morris

Charlotte L. Plamondon

Charles J. Sandbrook



(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of Genesee) ss.

The foregoing instrument was acknowledged before me this 12th day of March, 1981, by Marjorie Morris and Bernard J. Morris

William H. Zimmerman Notary Public, Jackson County, Michigan My commission expires WILLIAM H. ZIMMERMAN

NOTARY PUBLIC, Jackson County, Mich. My Commission Expires May 24, 1982

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of Genesee) ss.

The foregoing instrument was acknowledged before me this 12th day of May, 1982, by Charlotte L. Plamondon

William H. Zimmerman Notary Public, Jackson County, Michigan My commission expires April 30, 1986

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN) County of) ss.

The foregoing instrument was acknowledged before me this 19th day of March, 1981, 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 POWER BUILDING 212 WEST MICHIGAN AVENUE JACKSON, MICHIGAN 48201

STATE OF MICHIGAN COUNTY OF ISABELLA RECEIVED FOR RECORD 1982 SEP 16 AM 11:54 505 409 Charles J. Sandbrook REGISTER OF DEEDS

Handwritten signatures: Bernard J. Morris, Marjorie Morris, Charlotte L. Plamondon, Charles J. Sandbrook, P. Appleby, 2-16-83

GENERAL ENGINEERING MAP REFERENCES

Line 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 _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____