

TITLE DATA
Frederick J. Sexton & wf

MICHIGAN
STATE

Isabella
COUNTY

Vernon

CONSUMERS POWER CO.

Easement

NAME OF GRANTOR

10-28-80 | 12-9-80 | 470 | 572 | W.D.#6283

MUNICIPALITY

SECTION 1

TOWN 16N

RANGE 4W

TRACT 778-D6-11

MAP 14

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

CLARE (FORMERLY BROOKWOOD) TO WARREN-HIGGINS 138KV

Form 314 3-74



File #3864

470 PAGE 572

Pl. #9

EASEMENT

Frederick J. Sexton and Marjorie Sexton. Also known as Marjorie A. Sexton, his wife, 11370 N. Isabella Road, Clare, 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 Vernon, County of Isabella, and State of Michigan, to-wit:

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and that part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, lying South of the Chesapeake and Ohio Railway right of way, all being in Section 1, Township 16 North, Range 4 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 55 feet South of the North line of Section 12, Township 16 North, Range 4 West, at a point not more than 900 feet nor less than 800 feet West of the East line of said Section, thence Northwesterly to a point in Section 2 of said Township not more than 1400 feet nor less than 1300 feet South of the North line of said Section 2, at a point not more than 1350 feet nor less than 1250 feet West of the East line of said Section 2.

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 ~~and acknowledged this instrument to be~~ executed by its ~~President~~ this 28th day of October, 1980.

WITNESSES:

STATE OF MICHIGAN
COUNTY OF ISABELLA
RECEIVED FOR RECORD
1980 DEC -9 AM 10: 21
Frederick J. Sexton
Marjorie Sexton
William H. Zimmerman
Roberta M. Miller
REGISTER OF DEEDS

STATE OF MICHIGAN

STATE OF MICHIGAN)
County of Isabella) ss.

The foregoing instrument was acknowledged before me this 28th day of October, 1980, by Frederick J. Sexton and Marjorie Sexton

William H. Zimmerman
Notary Public, _____ County, Michigan
My commission expires WILLIAM H. ZIMMERMAN
NOTARY PUBLIC, Jackson County, Michigan
My Commission Expires May 24, 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
BATE 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. Tree Vouchers _____
6. Other Documents _____