

Form 314 3-74



File #3864
EASEMENT

LIBER 407 PAGE 572

LIBER 407 PAGE 573

Thomas B. Scott and Roselle R. Scott, his wife, 11661 N. Isabella Rd., 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:

A parcel of land in the Northeast $\frac{1}{4}$ of Section 2, Township 16 North, Range 4 West, described as beginning at the East $\frac{1}{4}$ corner of said Section, thence North $0^{\circ} 2' 40''$ West along the East line of said Section 731.5 feet, thence South $89^{\circ} 51' 50''$ West 1325 feet to the East $\frac{1}{8}$ line of said Section, thence South along said $\frac{1}{8}$ line 731.5 feet to the East and West $\frac{1}{4}$ line of said Section, thence East along said East and West $\frac{1}{4}$ line 1323 feet to the place of beginning, except the South 333 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 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 30 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 place of execution~~ ~~at the place of execution~~ this 20th day of August, 1980.

WITNESSES:

Sara Scott Thomas B. Scott
Sara Scott Thomas B. Scott

William H. Zimmerman Roselle R. Scott
William H. Zimmerman Roselle R. Scott

STATE OF MICHIGAN
COUNTY OF ISABELLA
RECEIVED FOR FEE 1.00
1980 SEP 30 AM 10:03
REGISTER OF DEEDS

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Isabella) ss.

The foregoing instrument was acknowledged before me this 20th day of August, 1980, by Thomas B. Scott and Roselle R. Scott

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 _____

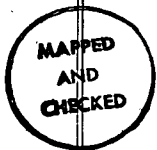
Notary Public, _____ County, Michigan
My commission expires _____

(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 _____



Prepared by M. A. Young, Jr.
CONSUMERS POWER COMPANY
212 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN 49201

1980 SEP 30 AM 10:03
467-572
REGISTER OF DEEDS

STATE OF MICHIGAN
COUNTY OF ISABELLA
RECEIVED FOR FEE 1.00

W. H. Zimmerman
Roselle R. Scott
Thomas B. Scott
Sara Scott

2-16-4

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

