

BROOKWOOD TO WARREN-HIGGINS 138KV
 Form 314 3-74
 LIBER **459** PAGE **210**
 File #3864
EASEMENT

Rel. #3

LIBER **459** PAGE **210**

CLARE COUNTY DEVELOPMENT CORPORATION, a Mich. corp., c/o Citizens Bank & Trust, Clare, MI
 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 East $\frac{1}{2}$ of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 2, 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 at a point not more than 1400 ft nor less than 1300 ft S of the N line of Sec 2,
 T16N, R4W, at a point not more than 1350 ft nor less than 1250 ft W of the E line of said
 section, thence running W'ly to a point not more than 1350 ft nor less than 1250 ft S of
 the N line of said Section 2, at a point not more than 2300 ft nor less than 2200 ft E
 of the W line of said section, thence N'ly along and not more than 2300 ft nor less than
 2200 ft E of the W line of said section to the N line of said section.

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 40 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 45 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.

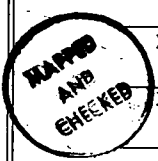
It is expressly understood that nonuse or a limited use of this easement by Grantee shall not prevent Grantee
 from later making use of the easement to the full extent herein conveyed.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be
 executed by its Vice President this 13th day of November, 1979.

WITNESSES:
Frank T. Lagoe
Paul B. Lapham

CLARE COUNTY DEVELOPMENT CORPORATION,
 a Michigan corporation
A. J. Doherty, Vice-president
Ronald E. Kunse, Secretary



(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of Clare)

The foregoing instrument was acknowledged before me this 13 day of
November, 1979, by _____

Notary Public, _____ County, Michigan
 My commission expires _____

(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 Clare)

The foregoing instrument was acknowledged before me this 20 day of
November, 1979, by A. J. Doherty
Vice President of Clare County Development Corporation
 a _____ Michigan corporation, on behalf of the corporation,

Andrew J. Patterson
 Notary Public, Clare County, Michigan
 My commission expires Sept. 22, 1980

11/16/25/27/28/11/84

RETURN TO LAND & R/W DEPT.
 CONSUMERS POWER COMPANY
 DAY'S OFFICE
 212 W. MICHIGAN AVENUE
 JACKSON, MICHIGAN 49201

PREPARED BY C. K. HENRY
 CONSUMERS POWER COMPANY
 212 WEST MICHIGAN AVENUE
 JACKSON, MICHIGAN 49201

Clare Co. Development Corp.
TO
Consumers Power Co.

STATE OF MICHIGAN
 COUNTY OF CLARE
 NOV 22 AM 11:17
 459-210
 REGISTERED

Consumers Power Co.
attn: Lucille Dobbie

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 *Commitment Policy*
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____