


BROOKWOOD TO BARD ROAD CLARE 138KV

Form 314 3-74  File #3864 LIBER 457 620 Pct #2

EASEMENT

Earl Smedley, also known as Earl J. Smedley, also known as Earl L. Smedley and Jean Smedley, also known as Anna Jean Smedley, his wife, 105 E. Pearl Street, 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 North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 16 North, Range 4 West, except a parcel of land described as beginning at the North  $\frac{1}{4}$  corner of said Section, thence South along the North and South  $\frac{1}{4}$  line of said section 75 feet to a point 66 feet SW'ly at right angles from the SW'ly right of way line of the Chesapeake and Ohio Railway right of way, thence NW'ly parallel to said railway right of way to the North line of said section, thence East along the North line of said section to the place of beginning, also except the Westerly 400 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:

In a Northerly and Southerly direction East of and not more than 2300 feet nor less than 2200 feet from the West line of Section 2, T16N, R4W.

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 ~~on this 16th day of August, 1979.~~  
~~executed by its xxxxxxxxxxxxxxxx President~~ this 16th day of August, 1979.

WITNESSES: STATE OF MICHIGAN COUNTY OF ISABELLA RECEIVED FOR RECORD  
Suzanne Smedley Earl Smedley  
William H. Zimmerman Jean Smedley  
 1979 DEC -5 AM 11:43  
Stanley B. Smith  
 REGISTER OF DEEDS

USER 457 PAGE 021

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 ) ss.  
 County of Clare )

The foregoing instrument was acknowledged before me this 16th day of August, 1979, by Earl Smedley and Jean Smedley

William H. Zimmerman  
 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)

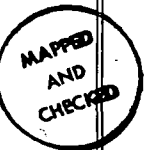
STATE OF MICHIGAN )  
 ) ss.  
 County of \_\_\_\_\_ )

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  
 HAYES BUILDING  
 212 WEST 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

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 *Commitment of Insurance*
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_