

*Amper*

TITLE DATA

MICHIGAN  
STATE

Isabella  
COUNTY

Vernon  
TOWNSHIP

CONSUMERS POWER CO.

Edith Haggart

Easement

NAME OF GRANTOR  
7-21-81

8-6-81

485

662

W.O.#6283

MUNICIPALITY

12  
SECTION

T16N  
TOWN

R4W  
RANGE

TRACT 774-D6-7

MAP 14

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

CLARE TO WARREN-HIGGINS 138 kv

Form 314 3-74

LIBER 485 PAGE 662 EASEMENT

File #3864

*Pcl.#13*

DEEP 485 PAGE 662

Edith Haggart, also known as Edith P. Haggart, 5604 E Herrick, 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 ~~lines~~, 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 Northeast 1/4 of the Northeast 1/4 of Section 12, Township 16 North, Range 4 West.

The center line of said line of ~~lines~~, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

Beginning on the East line of Section 12, Township 16 North, Range 4 West, at a point not more than 45 feet South of the North line of said Section, thence Westerly to a point not more than 55 feet South of the North line of said Section, 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 ~~lines~~, 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 ~~lines~~, 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 ~~lines~~, 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 ~~lines~~, 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 the 21st day of July, 1981~~ on the 21st day of July, 1981.

WITNESSES:

*Nyle O. Haggart*  
Nyle O. Haggart

STATE OF MICHIGAN  
COUNTY OF ISABELLA  
RECORDED FOR DEED

*Edith Haggart*  
Edith Haggart

*William H. Zimmerman*  
William H. Zimmerman  
1981 AUG -6 AM 11:19

*William H. Zimmerman*  
REGISTER OF DEEDS

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Clare ) ss.

The foregoing instrument was acknowledged before me this 21st day of July, 1981, by Edith Haggart

*William H. Zimmerman*  
William H. Zimmerman, Acting in Clare County  
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  
PAYES 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 _____	Sheet _____
Plan & Profile No. _____	Sheet _____	of _____	Sheet _____
Survey Map No. _____	Sheet _____	of _____	Sheet _____

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_