

TITLE DATA  
Ezra H. Miller, et al

MICHIGAN  
STATE

Isabella  
COUNTY

Vernon  
TOWNSHIP

CONSUMERS POWER CO.

Easement

NAME OF GRANTOR

MUNICIPALITY

SECTION

TOWN

RANGE

TRACT 776-D6-9

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

MAP 14

CLARE (FORMERLY BROOKWOOD) TO WARREN-HIGGINS 138KV

Form 314 3-74

File #3864

LIBER 470 PAGE 570

LIBER 470 PAGE 571

EASEMENT

Ezra H. Miller and Emmaline V. Miller, his wife, 4348 E. Dover Road, Clare, Michigan; Cam Fee and Ruth A. Fee, his wife, G-1087 Butcher Rd., Fenton, 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 West 1/2 of the Southeast 1/4 of 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 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 19th day of September, 1980.

WITNESSES:

Wayne Rushing, Wayne Rushing, William H. Zimmerman, William H. Zimmerman, Donald E. Bable, STATE OF MICHIGAN COUNTY OF ISABELLA RECEIVED FOR RECORD, ISO DEC -9 AM 10:21, Cam Fee, Ruth A. Fee, Ezra H. Miller, Emmaline V. Miller

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Genesee ) ss.

The foregoing instrument was acknowledged before me this 19th day of September, 1980, by Cam Fee and Ruth A Fee

William H. Zimmerman  
Notary Public, Jackson County, Michigan  
My commission expires May 24, 1982

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Isabella ) ss.

The foregoing instrument was acknowledged before me this 5th day of November, 1980, by Ezra H. Miller and Emmaline V. Miller

William H. Zimmerman  
Notary Public, Jackson County, Michigan  
My commission expires May 24, 1982

(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  
BATES 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 \_\_\_\_\_ Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

- 1. Abstract \_\_\_\_\_
- 2. Copies of Title \_\_\_\_\_
- 3. Title Search  \_\_\_\_\_
- 4. Mortgage Returns \_\_\_\_\_
- 5. Title Vouchers \_\_\_\_\_
- 6. Other Documents \_\_\_\_\_