GENERAL ENGINEERING MAP REFERENCES

Line Map No. D - 16403 Stat 1 of 9 Sheets

Plan & Profile No. Sheets

Survey Map No. Sheets

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CONSUMERS POWER COMPANY

TRACT	384-D5-15	CONTINUE
MAP	9	

ACCOUNT NO.\_\_\_

1-778

Parcel No. 22

## POWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, LAKEHEAD PIPE LINE COMPANY, INC. a Corporation existing under and by virtue of the laws of the State of Delaware, hereinafter called "Grantor", for and in consideration of the sum of Twenty-five and no/100 Dollars (\$25.00) cash in hand paid, receipt of which is hereby acknowledged, does hereby grant, sell, bargain and convey unto CONSUMERS POWER COMPANY, a Maine Corporation authorized to do business in Michigan, hereinafter called "Grantee", its successors and assigns, forever, a right-of-way and easement for the construction, operation and maintenance of one or more pole lines consisting of poles, wires, cables, conduits and other fixtures and appurtences for the purpose of transmitting and distributing electricity and/or conducting a communications business on, over and across the Easterly ten (10) feet of the following described parcel of land situated in the Township of Kawkawlin, County of Bay and State of Michigan, to-wit:

> The South Five Hundred (500) feet of the East Five Hundred (500) feet of the Southwest Quarter (SW2) of the Northwest Quarter  $(N\vec{w_4})$  of Section Sixteen (16), Township Fifteen (15) North, Range Four (4) East, Subject to right-of-way for Wetter Road over the South Thirty-three (33) feet thereof.

together with the right to enter at all times upon the said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits, poles and other supports, with all necessary braces, guys, anchors and transformers, and to trim, remove, destroy or otherwise control any trees or brush which may interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said pole lines.

The Grantee may locate the pole or poles supporting said lines not more than five (5) feet West of the Easterly boundary line of the parcel of

The Grantee, by the acceptance hereof, agrees to pay any damage to property which may arise from erecting, maintaining, operating or removing the said lines.

The undersigned Grantor reserves the right to the full use and enjoyment of the said premises except as the same shall be necessary for the purposes herein granted except that no buildings will be placed under such wires without the written consent of the said Grantee.

IN WITNESS WHEREOF, the said Grantor has caused these presents to 

Signed, Sealed and Delivered in Presence of