Attn: Patricia J. .Sharp, JSC-210B, Consumers Power Co., 1955 W. Parnall Rd., File #4072 Jackson, MI 49201 RETURN: File #4072

Form 314 1-83

EASEMENT FOR ELECTRIC LINE

974

| Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush now or hereafter standing or growing on the land of Grantor described in this easement within 90 feet on each side of the center line of said line of towers, pole structures or poles, and (2) all trees in excess of 40 feet in height on the land of Grantor described in this easement within 90 feet on each side of the center line of said line of towers, pole structures or poles, and (2) all trees in excess of 40 feet in height on the land of Grantor described in this easement within 90 feet on each side of the center line of said line of towers, pole structures or poles. 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, and Grantee may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future, and Grantee may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid.  |  | a single man of  |   |  |  |  |
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| Grantee, its successors and assigns, Forever, the easement and right to enter upon the land hereinafter described and to contract, operate, maintain, repair, inspect, replace, improve, elarge and remove electric transmission and distribution facilities consisting of one line of towers, pole structures, poles, or any combination of same, with wires, cables, conduits, crossarms, praces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices in, over and across said land, including all public highways upon or adjacent to said land, which land is in the Township of Gerrish County of Roscommon and State of Michigan, and described as:  The South 25 acres of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 24 North, Range 3 West.  Said line of towers, pole structures or poles is to be located in, over and across said land on a center line described as:  In a Northerly and Southerly direction not, more than 460 feet nor less than 410 feet west of the East line of Section 36, Township 24 North, Range 3 West.  Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush now or hereafter standage or growing on the land of Grantor described in this easement within 45 feet on each side of the center line of said line of towers, pole structures or poles, and (2) all trees in excess of 40 feet in hight on the land of Grantor described in this easement within 90 feet on each side of the center, line of, spid line of towers, pole structures or poles. The complete exercise for 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, and Grantoe may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future, and Grantee may enter upon said land, from time to time and at n |  |  |   |  |  |  |
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| and brush may be gradual and not fully completed for some time in the future, and Grantee may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid.   | ing or growing on the landline of said line of towers<br>Grantor described in this | d of Grantor described<br>, pole structures or pole<br>easement within | in this easement<br>les, and (2) all tre<br>90 feet | within 45 ees in excess of on each side of the | feet on each  40 feet in heig e center line of said lin  | side of the center<br>ght on the land of<br>ne of towers, pole |
| time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid.  |  |  |   | 0 - 01001                                      | A LANDON DIGHT   |  |
|  |  |  |   | ELOND I AN ANNUAL MARKET                       | The state of the s |  |
| Grantor agrees that, for the protection of said facilities, no buildings or other structures will be placed within 36  | Grantor agrees that, for the   | e protection of said fac-  | ilities, no building                                | s or other structure                           | s will be placed within  | 36   |
| feet on each side of the center line of said line of towers, pole structures or poles. Grantee shall pay for all damage to crops   | feet on each side of the c   | enter line of said line  | of towers, pole st                                  | ructures or poles. G                           | rantee shall pay for all   |  |
| arising out of the construction, operation and maintenance of said facilities.   | arising out of the construct   | tion, operation and mai  | ntenance of said                                    | facilities.                                    |  |  |
| 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.  |  |  | antee shall not pro                                 | event Grantee from                             | later making use of the  | e easement to the  |

· IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 19th day of September 1991

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

## (INDIVIDUAL ACKNOWLEDGMENT)

| \ cc   |   |                   |
|--|---|-------------------|
| COUNTY OF Wayne )  |   |                   |
| The foregoing instrument was acknowledged before me t<br>Edward Ellison, a single man    | his 19th day of September                       | ,19 <u>91</u> ,by |
| Howard Pepper, Notary Public<br>Kalkaska County, Michigan                                | Howard Pepper Man                               | Notary Public     |
| My Commission Expires June 14 1994   | Ka]kaska  | County, Michigan  |
| •  | Acting in Wayne  My Commission Expires June 14, | County, Michigan  |
|  | My Commission Expires Julie 14,                 | 1994              |
| STATE OF MICHIGAN ) SS COUNTY OF Monroe )  | NOWLEDGMENT)                                    |                   |
| coontrol <u>Honroe</u> )   |   |                   |
| The foregoing instrument was acknowledged before me t                                    | his 19th day of September                       | , 19 <u>91</u> ,  |
| The foregoing instrument was acknowledged before me to by Sonja E Held, a married woman, | his 19th day of September                       | , 1991 ,          |
| The foregoing instrument was acknowledged before me t                                    |   | , 1991 ,<br>,     |