

EMMET TO BIGGSVILLE-McGULPIN .138 KV
Form 314 3-74

13

File #3698
EASEMENT

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Fred Hoffman and Patricia K. Hoffman, his wife, 204 Ottawa St, Petoskey, MI
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 Bear Creek, County of Emmet, and State of Michigan, to-wit:

The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, excepting therefrom the East 270 feet thereof, and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, excepting a parcel of land described as beginning 201.6 feet West and North 0° 51' 30" East 33 feet from the South $\frac{1}{4}$ post of said Section, thence North 0° 51' 30" East 250 feet, thence West 450 feet, thence South 0° 51' 30" West 250 feet, thence East to the place of beginning, all in Section 2, Township 34 North, Range 5 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 at a point not more than 600 feet nor less than 500 feet West of the North and South $\frac{1}{4}$ line of Section 11, Township 34 North, Range 5 West, at a point not more than 950 feet nor less than 800 feet South of the North line of said Section, thence Northerly to a point not more than 690 feet nor less than 650 feet West of the North and South $\frac{1}{4}$ line of Section 2 of said Township, at a point not more than 240 feet nor less than 220 feet North of the South line of said Section 2, thence continuing Northerly to a point not more than 730 feet nor less than 690 feet West of the North and South $\frac{1}{4}$ line of said Section 2, at a point not more than 700 feet nor less than 600 feet North of the South line of said Section 2, thence continuing Northerly to a point not more than 730 feet nor less than 700 feet West of the North and South $\frac{1}{4}$ line of said Section 2, at a point not more than 5 feet South of the East and West $\frac{1}{4}$ 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 80 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 or has caused this instrument to be executed ~~by his~~ ~~agent~~ this 29th day of April, 1976.

WITNESSES:

Fred J. Hoffman Sr.
Fred J. Hoffman Sr.

Fred Hoffman Jr.
Fred Hoffman Jr.

William H. Zimmerman
William H. Zimmerman

Patricia K. Hoffman
Patricia K. Hoffman

State of Michigan Recorded 5th Day of
County of Emmet May A.D. 1976 At 8:45
Clock 11 M Julia E. Beer
REGISTER OF DEEDS JS

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Emmet) ss.

The foregoing instrument was acknowledged before me this 29th day of April, 1976, by Fred Hoffman and Patricia K. Hoffman

William H. Zimmerman
Notary Public, William H. Zimmerman County, Michigan
My commission expires WILLIAM H. ZIMMERMAN
NOTARY PUBLIC, Jackson County, Mich.
My Commission Expires June 5, 1978

(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 _____

MAPPED
AND
CHECKED

INDEXED

Consumers Power Co. (Encl)

GENERAL ENGINEERING MAP REFERENCES

Eng Map No. EC 17781 Sheet 1 of 6 Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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