

EMMET TO RIGGSVILLE-McGULPIN 138KV
 Form 314 3-77 File #3698 LIBER 262 PAGE 505 Pcl 118

EASEMENT

Hubert W. Bachelor and Doris E. Bachelor, his wife, Route #4, Maplewood Road, Petoskey, 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 Bear Creek, County of Emmet, and State of Michigan, to-wit:

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 34 North, Range 5 West, excepting therefrom the South 331.22 feet thereof.

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 730 feet nor less than 690 feet West of the North and South $\frac{1}{4}$ line of Section 2, T 34 N, R 5 W, at a point not more than 700 feet nor less than 600 feet North of the center line of Atkins Road, thence N'ly 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, at a point not more than 5 feet South of the East and West $\frac{1}{4}$ line of said Section, thence N'ly to a point not more than 730 feet nor less than 710 feet West of the North and South $\frac{1}{4}$ line of said Section, at a point not more than 75 feet nor less than 60 feet South of the North $\frac{1}{8}$ line of said Section.

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 85 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 ~~on the 28th day of August, 1975~~ this 28th day of August, 1975.

WITNESSES:

William H. Zimmerman
 William H. Zimmerman

John J. Longway
 John J. Longway

Hubert W. Bachelor
 Hubert W. Bachelor

Doris E. Bachelor
 Doris E. Bachelor

State of Michigan } 5th Day of
 County of Emmet } Per A.D. 1975 at 9:30
Frank J. Bohan
 Clerk M REGISTER OF DEEDS

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
 County of Emmet) ss.

The foregoing instrument was acknowledged before me this 28th day of August, 1975, by Hubert W. Bachelor and Doris E. Bachelor

William H. Zimmerman
 Notary Public, Emmet County, Michigan
 My commission expires NOTARY PUBLIC Emmet 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 _____

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MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17281 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 _____