

Temp 2  
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Easement  
NAME OF GRANTOR 9-4-75  
DATE OF INST. 12-4-75  
DATE OF RECORD 263  
LIBER PAGE 211  
MUNICIPALITY W. 0215544  
KIND OF INSTRUMENT  
DATE OF INST. DATE OF RECORD LIBER PAGE  
EMMET TO RIGGSVILLE-MCGULPIN 138KV  
Form 314 3-74  
File #3698  
EASEMENT  
LIBER 263 PAGE 211  
Pd 107

Chester Bischoff and Agnes Bischoff, also known as Agnes B. Bischoff, his wife, Pickerel Lake Pike, Petoskey, Michigan; Wilbur S. Smith and Delphine M. Smith, his wife, Rt. #4, Box 209, 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 Northwest 1/4 of the Southeast 1/4 of Section 26, Township 35 North, Range 5 West.

State of Michigan Recorded 4th Day of  
County of Emmet A.D. 1975 At 12:05  
Julia E. Beer  
REGISTER OF DEEDS

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 on the South line of Section 26, Township 35 North, Range 5 West, at a point not more than 70 feet nor less than 65 feet West of the North and South 1/4 line of said Section, thence Northerly along and not more than 70 feet nor less than 65 feet West of the North and South 1/4 line of said Section to a point not more than 1460 feet nor less than 1410 feet North of the South line of said Section, thence Northeasterly to a point not more than 1250 feet nor less than 1100 feet East of the North and South 1/4 line of said Section, at a point not more than 20 feet South of the East and West 1/4 line of said Section, thence continuing Northeasterly to a point not more than 1210 feet nor less than 1100 feet West of the East line of said Section, at a point not more than 700 feet nor less than 550 feet North of the East and West 1/4 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 ~~and the correct this instrument~~ this 4th day of September, 1975.

WITNESSES:  
Harold W. Zimmerman  
William H. Zimmerman  
Julia E. Beer  
William H. Zimmerman  
Wilbur S. Smith  
Delphine M. Smith  
Chester Bischoff  
Agnes Bischoff

MAPPED AND CHECKED

LIBER 263 PAGE 212  
(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Emmet ) ss.

The foregoing instrument was acknowledged before me this 4th day of September, 1975, by Wilbur S. Smith and Delphine M. Smith

INDEXED

William H. Zimmerman  
Notary Public, Jackson 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 Emmet ) ss.

The foregoing instrument was acknowledged before me this 21st day of November, 1975, by Chester Bischoff and Agnes Bischoff

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

(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 \_\_\_\_\_

GENERAL-ENGINEERING MAP REFERENCES

Line Map No. F-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 \_\_\_\_\_