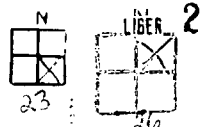


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13A-B

**TITLE DATA**  
 Fochtman Realty Company, a Michigan Corporation  
**MICHIGAN STATE**      Emmet COUNTY      Bear Creek TOWNSHIP  
 SECTION 23 & 26      TOWNSHIP 35N      RANGE 5W  
**CONSUMERS POWER CO.**  
 TRACT 437-D85-5  
 MAP 6-31-6-101

**Easement**      NAME OF GRANTOR 10-2-75, 11-5-75      262, 503  
 MUNICIPALITY HIAWATHA HEIGHTS  
 KIND OF INSTRUMENT      DATE OF INST.      DATE OF RECORD      LIBER      PAGE      PLAT OR AREA  
 Parcel #98 and 100 thru 105 EMMET TO RIGGSVILLE-McGULPIN 138KV  
 Form 314 3-74      File #3698      EASEMENT      LIBER 262 PAGE 504



Fochtman Realty Company, a Michigan corporation, 425 Michigan Street, 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 West 20 rods of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 23 and the West 20 rods of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 26, all in Township 35 North, Range 5 West, except the recorded Plat of Hiawatha Heights, also the West 210 feet of the recorded plat of Hiawatha Heights, being part of Outlot #1 and part of Lots 155, 156, 157 and 158 of said Plat.

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 1250 feet nor less than 1100 feet East of the North and South  $\frac{1}{4}$  line of Section 26, Township 35 North, Range 5 West, at a point not more than 20 feet South of the East and West  $\frac{1}{4}$  line of said Section, thence 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  $\frac{1}{4}$  line of said Section, thence Northerly to a point not more than 150 feet nor less than 90 feet North of the South line of Section 14, Township 35 North, Range 5 West, at a point not more than 1300 feet nor less than 1240 feet West of the East line of said Section 14.

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 or has caused this instrument to be executed by its second President this second day of October, 1975.

WITNESSES:  
Victor Cilke  
 Victor Cilke  
William H. Zimmerman  
 William H. Zimmerman  
L. W. Fochtman  
 L. W. Fochtman, Pres.

MAPPED AND CHECKED

PREPARED BY M. M. PEDERSEN, CONSUMERS POWER CO.  
 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

State of Michigan      Emmet County  
 A.D. 1975      Day of October      at 9:20  
 Frank J. Behan  
 REGISTER OF DEEDS

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 County of Emmet ) ss.

The foregoing instrument was acknowledged before me this 2nd day of October, 1975, by L. W. Fochtman, President of Fochtman Realty Company, a Michigan corporation, on behalf of the corporation.

William H. Zimmerman  
 William H. Zimmerman  
 Notary Public, Jackson County, Michigan  
 My commission expires June 5, 1978

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
 County of \_\_\_\_\_ ) ss. INDEXED

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 \_\_\_\_\_

RETURN TO LAND & ERECT. DIV. DEPT.  
 CONSUMERS POWER COMPANY  
 1945 W. PARNALL ROAD  
 JACKSON, MICHIGAN 49201

**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 \_\_\_\_\_