

Temp 2

TITLE DATA MICHIGAN Otsego Bagley CONSUMERS POWER CO.
 STATE COUNTY TOWNSHIP
 County of Otsego, State of Michigan, A Municipal Corp. 16 30N 3W
 Easement NAME OF GRANTOR 7-14-75 8-11-75 198 456 MUNICIPALITY U.A.# 6815 SECTION TOWN RANGE TRACT 415-D85-18
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE PLAT OR AREA MAP 1

3. U.S. FLYWOOD TO MIO-GAYLORD (FORMERLY BAGLEY TO U.S. FLYWOOD) 138KV
 LIBER 198 PAGE 456 *2243+06*



File #3755

FORM 314

EASEMENT

County of Otsego, State of Michigan, a municipal corporation, with its offices at City-County Building, City of Gaylord, Michigan, by its duly authorized officers, 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 Bagley, County of Otsego, and State of Michigan, to-wit:

All that part of the Northwest $\frac{1}{4}$ of Section 16, Township 30 North, Range 3 West, lying West of the Penn Central Transportation Company right of way and East of Highway I-75.

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 150 feet nor less than 50 feet East of the West line of Section 16, Township 30 North, Range 3 West, at a point not more than 110 feet nor less than 85 feet North of the East and West $\frac{1}{4}$ line of said Section, thence Southeasterly to a point not more than 700 feet nor less than 600 feet East of the West line of said Section, at a point not more than 50 feet nor less than 45 feet North of the East and West $\frac{1}{4}$ line of said Section, thence Easterly along and not more than 50 feet nor less than 45 feet North of the East and West $\frac{1}{4}$ line of said Section to a point approximately 10 feet West of the West line of the Penn Central Transportation right of way, thence Northerly along and approximately 10 feet West of the West line of said right of way to the North 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 30 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 30 feet in height on the land of the Grantor described in this easement within 70 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.

STATE OF MICHIGAN) RECORDED 11th DAY OF
 COUNTY OF OTSEGO) Aug. A.D. 1975 AT 11:30
 W. LOCK 2 M. THEODORE W. WERTS
 REGISTER OF DEEDS

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers this 14th day of JULY, 1975, pursuant to a Resolution of the Board of Commissioners dated the 14th day of JULY, 1975.

WITNESSES: COUNTY OF OTSEGO
 Molly L. Craig By Beeman M. Simmons Chairman of Board of Commissioners
 Jean L. Brown By Theodore W. Werts Clerk

STATE OF MICHIGAN }
 County of OTSEGO } SS
 The foregoing instrument was acknowledged before me this 14th day of JULY, 1975, by BEEMAN M. SIMMONS & THEODORE W. WERTS of the County of Otsego, a Michigan municipal corporation, on behalf of the corporation.

Robert A. Pray
 Notary Public, OTSEGO County, Michigan
 My commission expires FEB. 14, 1977

Prepared By: Bud Hagen
 212 W. Michigan Avenue
 Jackson, MI 49201

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. _____ Sheet _____ of _____
Plan & Profile No. _____ Sheet _____ of _____
Survey Map No. _____ Sheet _____ of _____

Sheet
Sheets
Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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