

ACCOUNT NO. 11

PL 112

Mildred I. Zimmerman

NAME OF GRANTOR

1-11-74 14-12-74 1 358 1865 1

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KEYSTONE-SUTTONS BAY

LIBER 358 PAGE 865

BASEMENT

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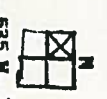
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Handwritten notes: 3-19-73 3-357, 5-24-73 3-33-613, Mr. Zimmerman

Handwritten note: No restrictions



Mildred I. Zimmerman, also known as Mildred Zimmerman, 535 W. 12th St., Traverse City, Mich. Grantor, in consideration of One and no/100 Dollars (\$1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 312 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 poles, pole structures, poles, or any combination of same, wires, cables, conduits, crossarms and other fixtures and appurtenances for the purpose of transmitting 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 Garfield, County of Grand Traverse and State of Michigan, to-wit:

The Northwest 1/4 of the Northeast 1/4 of Section 29 and the Northeast 1/4 of the Northwest 1/4 of Section 29, all in Township 27 North, Range 11 West.

RECEIVED THE 12th, April 1974 AT 10:00 A.M.

Register of Deeds

The center line of said line of poles, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

Beginning on the North line of Section 29, Township 27 North, Range 11 West, at a point 10 feet East of the North and South 1/4 line of said Section, thence southerly along and not more than 10 feet East of the North and South 1/4 line of said Section to a point not more than 5 feet North of the North 1/8 line of said Section, thence southerly to a point not more than 90 feet nor less than 70 feet East of the North and South 1/4 line of said Section, at a point not more than 100 feet North of the center line of Silver Pine Road, also the right to locate guy wires in an Easterly and Westerly direction Northerly of and not more than 5 feet from the North 1/8 line of said Section to a guy wire anchor pole to be located at a point not more than 35 feet West of the North and South 1/4 line of said Section and another same in the ground at a point not more than 70 feet West of the North and South 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 poles, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and transformers, and strutting thereon 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 either side of the center line of the poles, 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 100 feet on either side of the center line of the poles, 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 35 feet on either side of the center line of the poles, 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 anyone 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, provisions and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantee has executed this instrument this 11 day of JANUARY 1974

Witness: R.B. McCallister

Witness: Mildred I. Zimmerman

MAPPED AND CHECKED

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes location info: MICHIGAN STATE, Grand Traverse COUNTY, 29 SECTION, 11 TOWNSHIP, R 11 W RANGE.

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 585-D114-8 (Cont'd)

MAP

ACCOUNT NO.

KIND OF INSTRUMENT | NAME OF GRANTOR | DATE OF INSTRUMENT | DATE OF RECORD | LIBER | PAGE

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LEA 358 PAGE 663

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Grand Traverse)

The foregoing instrument was acknowledged before me this 11th day of January, 1974.
by Michael J. Zimmerman

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of)

The foregoing instrument was acknowledged before me this ___ day of ___, 19__
by _____

Robert B. McCall
Notary Public, Grand Traverse County, Michigan
My commission expires July 5, 1977

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of)

The foregoing instrument was acknowledged before me this ___ day of ___, 19__
by _____
President of _____
corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires _____

RETURN TO LINDA S. GIBBS, 470 2ND ST.,
CONSUMERS POWER COMPANY,
PO BOX 1000, GRAND TRAVERSE, MI 49735