110
Restrictions

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 592-D114-6

Louis I. Dunn, et al
NAME OF GRANTOR

ACCOUNT NO.

MAP 11

KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE
Easement	8-16-73	9-11-73	351	116

Pcl 19

KEYSTONE-SUTTONS BAY

Form 314 7-70

LIBER 351 PAGE 118

EASEMENT

Louis I. Dunn and Margaret C. Dunn, his wife; Francis W. Dunn, a single man; and Clarabelle Dunn, all of 2640 W. Silver Lake Road, Traverse City, 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 [redacted] 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 Garfield, County of Grand Traverse, and State of Michigan, to-wit:

The Southwest ¼ of the Northeast ¼ of Section 19 and all that part of the Northwest ¼ of the Southeast ¼ of Section 19, lying Northwesterly of Silver Lake Road, all in Township 27 North, Range 11 West.

REGISTER'S OFFICE GRAND TRAVERSE CO. MICH.) ss RECEIVED THE 11th, Sept. 1973 AT 4:00 P.M.

Gladys Chrisman REGISTER

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

Beginning in the centerline of West Silver Lake Road at a point not more than 15 feet North of the South 1/8 Line of Section 19, Township 27 North, Range 11 West, thence Westerly and not more than 15 feet North of said South 1/8 Line to a point not more than 110 feet East of the North & South ¼ Line of said Section, thence Northerly to a point not more than 70 feet East of said North & South ¼ Line and at a point not more than 5 feet North or South of the East & West ¼ Line of said Section, thence Northerly and not more than 70 feet East of said North & South ¼ Line to the North 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 [redacted] 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 36 feet on either side of the center line of the [redacted] 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 105 feet on either side of the center line of the [redacted] 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 either side of the center line of the [redacted] 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 [redacted] this 16 day of August, 1973

WITNESSES:

R. B. McCullar
R. B. McCullar

Helen G. Day
Helen G. Day

Louis I. Dunn
Louis I. Dunn

Francis W. Dunn
Francis W. Dunn

Margaret C. Dunn
Margaret C. Dunn

Clarabelle Dunn
Clarabelle Dunn

MAPPED AND CHECKED

PREPARED BY R. B. McCULLAR, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

MICHIGAN | STATE
Grand Traverse | COUNTY
Garfield | TOWNSHIP
MUNICIPALITY
19 | SECTION
T 27 N | TOWN
R 11 W | RANGE

PLAT OR AREA

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE