

No restrictions

TITLE DATA

MICHIGAN STATE

Grand Traverse | Garfield COUNTY TOWNSHIP

CONSUMERS POWER CO.

Irvin R. Zimmerman & wf.

18 SECTION 27 N 11 W TOWN

TRACT 594-D114-11

Easement

MAP 11

NAME OF GRANTOR 5-28-74 16-14-74 1361 523

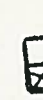
PLAT OR AREA

KEYSTONE-SECTIONS BAY (NORTHPORT) (KEYSTONE-MUNSON JOINT.)

LIBER 361 PAGE 524

Form 314 7-70

File #3546



Page 21

Irvin R. Zimmerman, also known as Irvin Zimmerman, and Evangelina M. Zimmerman, also known as Evangelina Zimmerman, his wife, 3527 Zimmerman Road, Traverse City, Michigan, in consideration of One and 100/100 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 wires, 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 North 1/2 of the Southwest 1/4 of the Southeast 1/4 and the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 27 North, Range 11 West.

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

Beginning on the South line of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 27 North, Range 11 West, at a point not more than 70 feet East of the North and South 1/2 line of said Section, thence running Northerly along and not more than 70 feet East of said North and South 1/2 line to a point not more than 110 feet North of the South 1/8 line of said Section, thence running Westerly along and not more than 110 feet North of said South 1/8 line to the North and South 1/4 line of said Section.

RECEIVED THE 14th June GRAND TRAVERSE CO. ICH. 55 19 74 AT 3:45 P.M.

Registry

Also conveying the full right and authority to Grantee, its successors, licensees 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 wires, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and transformers, and stretching thereon and supporting and suspending therefrom lines of wire, cables or other conductor 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 wires, 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 wires, 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 wires, pole structures, poles and wires comprising said electric line. Grantor shall pay for all damage to crops arising out of the construction, operation and maintenance of the electric line. It is expressly understood that no use 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.

IN WITNESS WHEREOF, Grantor has executed this instrument this 28 day of May 19 74

WITNESSES:

R. B. McCallister

Irvin R. Zimmerman

Evangelina M. Zimmerman

Evangelina M. Zimmerman

MAILED AND CHECKED

REGISTRY

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN County of Grand Traverse

The foregoing instrument was acknowledged before me this 28th day of May 1974, Irvin R. Zimmerman and Evangelina M. Zimmerman

R. B. McCallister Notary Public, Grand Traverse County, Michigan My commission expires July 5, 1977

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN County of Grand Traverse

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Notary Public, Grand Traverse County, Michigan My commission expires July 5, 1977

(CORPORATE ACKNOWLEDGMENT)

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REGISTRY