

13

TITLE DATA

MICHIGAN STATE

Montmorency COUNTY

TOWNSHIP

CONSUMERS POWER CO.

The Village of Hillman

Village of Hillman

24

31N

4E

TRACT 573-D103-1*

Easement 8-31-93 11-18-93 337 357 W O 1889

MUNICIPALITY

SECTION

TOWN

RANGE

Hillman Industrial Park Plat

MAP

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

Mio-Airport 138 KV Transmission Line Line segment 103j

Form 314 1-83

File #4170

EASEMENT FOR ELECTRIC LINE

LIBER 337 PAGE 357

07558

The Village of Hillman, a Michigan Municipal Corporation of 421 E M-32, Hillman, Michigan 49746

Grantor, for good and valuable consideration to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West 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 enter upon the land hereinafter described and to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric transmission and distribution facilities consisting of one line of ~~xxxxxx~~ pole structures, poles, or any combination of same, with wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices in, over and across said land, including all public highways upon or adjacent to said land, which land is in the Village of Hillman, County of Montmorency and State of Michigan, and described as:

A parcel of land in the South 1/2 of the Northwest 1/4 of Section 24, Township 31 North, Range 4 East described as: Commencing at the West 1/4 corner of said Section 24; run thence North 04° 11' 52" East along the West line of said Section 24, 651.80 feet; run thence South 85° 22' 38" East 1745.96 feet to the point of beginning; thence continue South 85° 22' 38" East 209 feet; run thence South 02° 20' 22" West 285.22 feet; run thence North 85° 22' 38" West 218 feet; run thence North 04° 08' 52" East 285 feet to the point of beginning, also intending to be Lot 15 of Hillman Industrial Park, being a subdivision in the South 1/2 of the Northwest 1/4 of Section 24, according to the recorded plat thereof, as recorded at Liber 4 of Plats, pages 32, 33 and 34, Montmorency Records.

Said line of ~~xxxxxx~~ pole structures or poles is to be located in, over and across said land on a center line described as: Commencing at the Northwest corner of Lot #14 of Hillman Industrial Park Subdivision; run thence South 02° 20' 22" West 234 feet along a line common to said Lots #14 and #15 of said subdivision to the place of beginning of the center line description; run thence South 82° 18' 15" West along said center line 11.17 feet to its intersection with an existing transmission line and the point of ending of said center line; continue thence South 82° 18' 15" West 40.00 feet to the point of ending of a 40.00 foot guy lead.

Bearings are based on the North line of said Lot #14 of Hillman Industrial Park Subdivision between the Northwest corner and the Northeast corner thereof, assumed as South 85° 22' 38" East.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush now or hereafter standing or growing on the land of Grantor described in this easement within 45 feet on each side of the center line of said line of ~~xxxxxx~~ pole structures or poles, and (2) all trees in excess of 40 feet in height on the land of Grantor described in this easement within 90 feet on each side of the center line of said line of ~~xxxxxx~~ pole structures or poles. 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, and Grantee may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid.

Grantor agrees that, for the protection of said facilities, no buildings or other structures will be placed within 36 feet on each side of the center line of said line of ~~xxxxxx~~ pole structures or poles. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of said facilities.

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 caused this instrument to be executed by its duly authorized officers this 31 day of August, 1993, pursuant to a Resolution of the Village Council dated the 21st day of June, 1993.

WITNESSES: VILLAGE OF HILLMAN

Pamela Achatz
Pamela Achatz
Patty L. Gressick
Patty L. Gressick

By: Orrin Hibner President
By: Eleanor Lutze Clerk

(MUNICIPAL CORPORATION ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Montmorency) SS.

The foregoing instrument was acknowledged before me this 31 day of August, 1993, by Orrin Hibner, President, and Eleanor Lutze, Clerk of Village of Hillman, a Michigan municipal corporation, on behalf of the corporation.

Patty L. Gressick
Patty L. Gressick Notary Public
Montmorency County, Michigan
Acting in Montmorency County, Michigan
My commission expires 10-25-94

RECEIVED
MONTMORENCY CITY
RECORDS
NOV 10 10 18 AM '93
A. PARNALL-CLERK

STATE OF MICHIGAN
COUNTY OF MONTMORENCY
VILLAGE OF HILLMAN
Orrin Hibner
Eleanor Lutze

Prepared by: T L Hawkins
CONSUMERS POWER COMPANY
212 W. Michigan Avenue
Jackson, Michigan 49201

RETURN TO: LAND & R/W DEPT
CONSUMERS POWER COMPANY
ATT: N. P. FISHER
JACKSON SERVICE CENTER
1955 PARNALL ROAD
JACKSON, MICHIGAN 49201

11.00