

13

TITLE DATA

CONSUMERS POWER COMPANY

Wilbur J. Nickless & wf.
Easement
NAME OF GRANTOR
11-14-73, 2-19-74, 253, 984
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

TRACT 808-D5-4
MAP 13

ACCOUNT NO. _____

Form 314 7-70 LIBER 253 PAGE 984
BARD ROAD TO WIRTZ ROAD
File # 9725
EASEMENT
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Pcl 23

Wilbur J. Nickless, also known as Wilbur Nickless and Helen V. Nickless, also known as Helen Nickless, his wife, 2119 Wagarville Road, Gladwin, 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 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 Gladwin County of Gladwin and State of Michigan, to-wit:

The North 1/2 of the Southeast 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southeast 1/4, all being in Section 17, Township 19 North, Range 1 West.

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 on the West line of Section 17, Township 19 North, Range 1 West, at a point not more than 110 feet nor less than 70 feet South of the South 1/8 line of said Section, thence Easterly along and not more than 110 feet nor less than 70 feet South of the South 1/8 line of said Section to the East 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 50 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 40 feet in height on the land of the Grantor described in this easement within 85 feet on either 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 either 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.

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

IN WITNESS WHEREOF, Grantor has executed this instrument on this 14th day of November, 1973.

WITNESSES:
Mrs. Orval Heath
Jean Heath
E. H. Quilvey

Wilbur J. Nickless
Wilbur J. Nickless
Helen V. Nickless
Helen V. Nickless

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Sub-headers: MICHIGAN STATE, Gladwin COUNTY, Gladwin TOWNSHIP, 17 SECTION, T 19 N TOWN, R 1 W RANGE. Includes a grid for PLAT OR AREA.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

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

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

NAME OF GRANTOR _____
 KIND OF INSTRUMENT _____ DATE OF INST. _____ DATE OF RECORD _____ LIBER _____ PAGE _____

ACCOUNT NO. _____

MAP _____

24a

LIBER 253 PAGE 985

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of Gladwin)

The foregoing instrument was acknowledged before me this 14th day of November, 1973,
 by Wilbur J. Nickless and Helen V. Nickless

Charles H. Quivey
 Charles H. Quivey
 Notary Public, Jackson County, Michigan
 My commission expires August 16, 1974

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of _____)

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

Notary Public, _____ County, Michigan
 My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
 County of _____)

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

Notary Public, _____ County, Michigan
 My commission expires _____

RECORDED
 STATE OF MICHIGAN
 COUNTY OF GLADWIN

FEB 19 12 02 PM '74

Jays Edick
 REGISTER OF DEEDS

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