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MAPPED AND CHECKED

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 587-D114-7

MAP 11

ACCOUNT NO.

NAME OF GRANTOR				
Helen Rickerd Wyatt				
KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE
Easement	10-29-73	3-21-74	357	965

KEYSTONE-SUTTONS BAY

Pcl 14

Form 314 7-70

LIBER 357 PAGE 965

file - 3546

EASEMENT

N

Helen Rickerd Wyatt, 10813 Traverse Highway, 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 Section 20, Township 27 North, Range 11 West, excepting therefrom the Northwest ¼ thereof, also excepting therefrom the South 132 feet of the West 1980 feet thereof, also excepting therefrom the North 225 of the South 996 feet of the West 520 feet thereof, also excepting therefrom the South 130 feet of the North 196 feet of the West 335 feet of the South-West ¼ of the Southwest ¼ of said Section.

REGISTER'S OFFICE GRAND TRAVERSE CO., MICH.) SS RECEIVED THIS 21 DAY OF March 19 74 AT 11:30A M

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 on the South Line of Section 20, Township 27 North, Range 11 West, at a point not more than 10 feet East or West of the North and South ¼ Line of said Section, thence Northerly along and not more than 10 feet East or West of the said North and South ¼ Line to a point not more than 15 feet North of the South 1/8 Line of said Section, thence in a Westerly direction and not more than 15 feet North or South of the said South 1/8 Line to the West Section 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 60 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 35 feet in height on the land of the Grantor described in this easement within 95 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 29 day of OCT, 19 73.

WITNESSES:

R. B. McCullar
R. B. McCullar

W. L. Stephenson
W. L. Stephenson

x Helen Rickerd Wyatt
Helen Rickerd Wyatt

Prepared by R. B. McCullar
Consumers Power Company
212 W. Michigan Avenue
Jackson, Michigan 49201

STATE	COUNTY	TOWNSHIP
MICHIGAN	Grand Traverse	Garfield

MUNICIPALITY	SECTION	TOWN	RANGE
	20	T 27 N	R 11 W

PLAT OR AREA

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE