

No Restrictions

TITLE DATA

WILFRED WICKSTROM & WIFE

MICHIGAN STATE

COUNTY 19 TOWNSHIP T 27 M R 11 W TRACT 590-D114-4

MUNICIPALITY

SECTION TOWN RANGE MAP 11

KEYSTONE-SUTTONS BAY (NORTHPORT) (KEYSTONE - MUNSON JOE.)

DATE OF INST 4-15-74 DATE OF RECORD 5-17-74 LIBER PAGE 360 1418

PLAY OR AREA

Easement

KIND OF INSTRUMENT 1 NAME OF GRANTOR 4-15-74 DATE OF INST 5-17-74 DATE OF RECORD LIBER PAGE 360 1418

LIBER 360 PAGE 418

FILE #356

EASEMENT

Pol 17

WILFRED WICKSTROM and Queenie Wickstrom, his wife, 1470 N.S. 31, North, Traverse City, Mich. Grantor, in consideration of One and NO/100 Dollars (\$ 1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 312 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 ENERGY pole structure, poles, or any combination of same, wires, cables, conductors, 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 of Grand County of Grand Traverse, and State of Michigan, to-wit:

The South 100 feet of the North 1/2 of the Southeast 1/4, lying East of West Silver Lake Road, except the East 520 feet thereof, in Section 19, Township 27 North, Range 11 West.

RECORDED OFFICE RECEIVED THE 17th MAY GRAND TRAVERS CO., INC. IN 1974 AG:20P M

Garfield Easement MORTG

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

Being in an Easterly and Westerly direction Northerly of and not more than 15 feet North of the South 1/8 line of Section 19, Township 27 North, Range 11 West.

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, paroling, improving, enlarging and maintaining such ENERGY pole structure, poles and other supports of any combination of same, with all necessary crossarms, braces, guy, anchors, and transformers, and strutting devices and supporting and suspending distribution 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 ENERGY pole structure, poles and wires comprising said electric line, and (2) all trees in excess of 50 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 ENERGY pole structure 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 75 feet on either side of the center line of the ENERGY pole structure, 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 nature of 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, provisions and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantee has executed this instrument 590-D114-4 on this 18 day of April, 1974

WITNESSES:

R. B. McCuller
R. B. McCuller

Wilfred Wickstrom
WILFRED WICKSTROM

Queenie Wickstrom
Queenie Wickstrom

Robert L. Salter
Robert L. Salter

WITNESSES AND CHECKED

PREPARED BY J. B. MORTON, CONSUMERS POWER COMPANY

BY V. KENNEDY, JACOBSON, MICHIGAN

7-2-74

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(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Grand Traverse) ss.
The foregoing instrument was acknowledged before me this 18th day of April, 1974, by WILFRED WICKSTROM and Queenie WICKSTROM

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of) ss.
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ of _____, on behalf of the corporation.

(CORPORATE ACKNOWLEDGMENT)

My commission expires _____

Notary Public, _____ County, Michigan

My commission expires _____

Notary Public, _____ County, Michigan