

Henry R. Fitch and wf. NAME OF GRANTOR

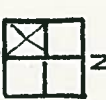
Basement 7-25-73 DATE OF INSTR. 8-17-73 DATE OF RECORD LIBER 350 2

P28

ACCOUNT NO.

MAP 11

Keystone - Suttons Bay (Northport) (Keystone - Munson Jct.)



MICHIGAN STATE Grand Traverse COUNTY SECTION 28 TOWN T27N RANGE R11W

Henry R. Fitch and Mildred A. Fitch, also known as Mildred Alice Fitch, his wife, 9893 Kyeella Road, Traverse City, Michigan

CONSUMERS POWER COMPANY, a Michigan corporation, 313 W. Michigan Avenue, Jackson, Michigan, Grantor, receipt of which is hereby acknowledged. Convey and Warrant to Grantee, its successors and assigns, Feever, 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 East 1/2 of the Southwest 1/4 of Section 28, Township 27 North, Range 11 West.

RECORDED IN OFFICE OF CLERK OF COUNTY OF GRAND TRAVERS CO., MICH. ON AUGUST 17, 1973 AT 12:35

Walter C. Zimmerman REGISTERED

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 North and South 1/2 line of Section 28, Township 27 North, Range 11 West, at a point not more than 10 feet North or South of the South 1/8 line of said Section, thence Westerly along and not more than 10 feet North or South of the South 1/8 line of said Section to a point not more than 80 feet West of the North and South 1/2 line of said Section, thence Northerly along and not more than 80 feet East of the North and South 1/2 line of said Section to a point not more than 375 feet nor less than 300 feet South of the East and West 1/2 line of said Section, thence Westerly to a point not more than 90 feet nor less than 70 feet East of the West 1/8 line of said Section, at a point not more than 310 feet nor less than 280 feet South of the East and West 1/2 line of said Section, thence Westerly to the West 1/8 line of said Section, at a point not more than 280 feet nor less than 250 feet South of the East and West 1/2 line of said Section.

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, maintaining, inspecting, 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 strutting devices and supporting and insulating 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 Grantee 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 Grantee described in this easement within 100 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. 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 access 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, Grantee has caused this instrument to be signed and sealed by its duly authorized officer, to-wit: the undersigned, this 25 day of July, 1973

WITNESSES:

R. B. McCallister R. B. McCallister

Henry R. Fitch

Carl R. Pope

Mildred A. Fitch

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. The table is mostly empty.

MAPPED AND CHECKED

PREPARED BY W. M. PROBERT, CONSUMERS POWER CO. 515 W. SANSBURY AVENUE, JACKSON, MICHIGAN

No Restrictions