

Harvey W. Bays, & wf. Anna E.

NAME OF GRANTOR

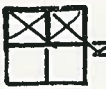
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DATE OF INSTR. DATE OF RECORD LIBER PAGE

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

EASEMENT

Form 314 7-70



3546 P222

Harvey W. Bays & Anna E. Bays, his wife, 5587 Herkner Road, Traverse City, Michigan, Grantor, in consideration of Use and No. 1106... to him paid by... KEYSSTONE 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, conductors, streamers 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 Northeast 1/4 of the Southwest 1/4 and all that part of the West 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 27 North, Range 11 West, lying southerly of Herkner Road.

RECORDED IN GRAND TRAVELER'S OFFICE ON APRIL 11 1973 AT 2:30 P.M.

The center line of said line of towers, pole structures, poles, wires, cables and conductors, on, over, under and across said land being described as:

Beginning on the North and South 1/4 line of Section 18, Township 27 North, Range 11 West at a point not more than 110 feet North of the South 1/8 line of said Section; thence running in a westerly direction along and not more than 110 feet North of said South 1/8 line to a point not more than 70 feet nor less than 60 feet East of the West 1/8 line of said Section; thence running in a northerly direction along and not more than 70 feet nor less than 60 feet East of said West 1/8 line to the center line of Herkner Road.

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, replacing, patrolling, improving, enlarging and maintaining such towers, pole structures, poles and other supports or any combination of same, with all necessary streamers, braces, guys, anchors, and transformers, and stringing thereon 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 36 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 30 feet in height on the land of the Grantor described in this easement within 105 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 noise 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 this 5th day of MARCH, 1973

WITNESSES: B.B. McCallar R. B. McCallar

Thomas Bay Robertson Anna E. Bays

Prepared by R. B. McCallar, Consumers Power Co., 212 W. Michigan Ave., Jackson MI.

ACCOUNT NO. 110.8238 MICHIGAN STATE Grand Traverse COUNTY SECTION 18 TOWNSHIP 27N RANGE 11W

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

110 Instructions

MAPPED AND CHECKED