



2009R-07837  
 STATE OF MICHIGAN  
 GRAND TRAVERSE COUNTY  
 RECORDED  
 04/17/2009 03:21:23PM  
 PAGE 1 OF 2 TXID 90085  
 PEGGY HAINES  
 REGISTER OF DEEDS

EASEMENT FOR ELECTRIC FACILITIES

010.1

314.poles-2007

13-018-001-01

13-018-003-00

File # 4585

Maxine B. Frost, Trustee of the Maxine B. Frost Revocable Living Trust dated September 1, 1998;

Jack E. Frost, Trustee of the Jack E. Frost Revocable Living Trust dated September 1, 1998

6308 Torrey Road, Flint, Michigan 48507

Grantor, for good and valuable consideration paid to Grantor by CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201-2276, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to enter upon the land hereinafter described and to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric transmission and distribution facilities consisting of pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices in, over and across said land, including all public highways upon or adjacent to said land, which land is in the Township of Whitewater, County of Grand Traverse and State of Michigan, and described as:

The West 170 feet of that part of the Northeast 1/4 of the Northeast 1/4 of Section 18, Township 27 North, Range 9 West lying South of the centerline of Bunker Hill Road and;

The West 170 feet of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 27 North, Range 9 West; and

The West 245 feet of the South 100 feet of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 27 North, Range 9 West.

The electric facilities are to be located in, over and across said land on a center line described as:

Beginning at a point not more than 700 feet nor less than 650 feet South of the North line of Section 18, Township 27 North, Range 9 West at a point not more than 1715 feet nor less than 1665 feet West of the East line of Section 18; thence Southeasterly to a point not more than 1150 feet nor less than 1100 feet South of the North line of Section 18 at a point not more than 1258 feet nor less than 1218 feet West of the East line of Section 18; thence South along a line not more than 1258 feet nor less than 1218 feet West of the East line of Section 18 to a point not more than 2651 feet nor less than 2601 feet South of the North line of Section 18; thence Northeasterly to a point not more than 2601 feet nor less than 2581 feet South of the North line of Section 18 at a point not more than 1175 feet nor less than 1155 feet West of the East line of Section 18; thence Northwesterly to the centerline of an existing electric line at a point not more than 2555 feet nor less than 2545 feet South of the North line of Section 18 at a point not more than 1190 feet nor less than 1180 feet West of the East line of Section 18.

Also conveying the right to cut trim, remove, destroy, or otherwise control, without compensation to Grantor: (1) all trees and brush now or hereafter standing or growing on the land described above within 40 feet on each side of said centerline, and (2) all trees in excess of 35 feet in height on said land within 80 feet on each side of said centerline. 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, and Grantee may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid.

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Grantor agrees that, for the protection of said facilities, no buildings or other structures will be placed within 20 feet on each side of said centerline.

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.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 18th day of MARCH, 2009.

MAXINE B. FROST REVOCABLE LIVING TRUST  
DATED SEPTEMBER 1, 1998

Maxine B. Frost  
Maxine B. Frost, Trustee

JACK E. FROST REVOCABLE LIVING TRUST  
DATED SEPTEMBER 1, 1998

Jack E. Frost  
Jack E. Frost, Trustee

The foregoing instrument was acknowledged before me in GENESEE County, Michigan, on MARCH 18, 2009, by Maxine B. Frost, Trustee of the Maxine B. Frost Revocable Living Trust dated September 1, 1998; Jack E. Frost, Trustee of the Jack E. Frost Revocable Living Trust dated September 1, 1998.

JAF  
Notary Public  
County, Michigan  
Acting in GENESEE County  
My Commission expires: \_\_\_\_\_

Prepared By: Tracy VanWoert 3-5-2009  
Consumers Energy Company  
One Energy Plaza  
Jackson, Michigan 49201-2276

Return to: Consumers Energy Company  
Business Services – Real Estate  
Attn: NPFisher, EP7- 439  
One Energy Plaza  
Jackson, MI 49201-2276

NOTARY PUBLIC  
JAMES A. FORTINO  
MECOSTA COUNTY  
COMMISSION EXPIRES: MARCH 30, 2011

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