

13

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Coe TOWNSHIP

CONSUMERS ENERGY CO.

Donald G Hoffman & wf

21 SECTION

13N TOWN

3W RANGE

TRACT 854-D6-9

Easement 4-1-99 17-1-99 1953 1366

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

ALMA-SUMMERTON LINE

(Line segment 6af)

06491

LIBER 953 PAGE 366

TRACT# 854-D6-9

LIBER 953 PAGE 367

990006491
Filed for Record in
ISABELLA COUNTY, MI
SHARON A BROWN
On 07-01-1999 At 11:56:00 am.
EASEMENT 11.00
Liber 953 Page 366 - 367

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 1st day of April, 19 99.

WITNESSES:

Dennis C. Merchant

Donald G. Hoffman

Margaret Wishmeyer Cleverger
Margaret Wishmeyer Cleverger

Grace M. Hoffman
Grace M. Hoffman

EASEMENT FOR ELECTRIC LINE

Form 314
3-021-10-001-06

File #4143

Donald G. Hoffman and Grace M. Hoffman, husband and wife
8151 E. Pleasant Valley Road, Shepherd, MI 48883

Grantor, for good and valuable consideration to him paid by CONSUMERS ENERGY COMPANY, a Michigan corporation, 212 West 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 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 one line of towers, pole structures, poles, or any combination of same, with 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 Coe, County of Isabella and State of Michigan, and described as:

The Easterly 240 feet of the South 1150 feet of that part of the West 1/2 of the Northwest 1/4 of Section 21, Township 13 North, Range 3 West, lying Southwesterly of the Westerly right of way line of the Tuscola and Saginaw Bay Railway, and also the Easterly 95 feet of the remainder of that part of the West 1/2 of the Northwest 1/4 of said section lying Southwesterly of and adjacent to the Westerly right of way line of said railway, excepting therefrom the East 4 acres of the West 1/2 of the Northwest 1/4 of said section.

Said line of towers, pole structures or poles is to be located in, over and across said land on a center line described as:

Beginning in the center line of Consumers Energy Company's existing electric transmission line as located at a point not more than 4 feet East of the Westerly right of way line of the Tuscola and Saginaw Bay Railway at a point not more than 40 feet nor less than 30 feet South of the North line of Section 28, Township 13 North, Range 3 West; run thence Northerly to a point not more than 5 feet East of the Westerly right of way line of said railway as located in Section 21 of said township at a point not more than 50 feet North of the East and West 1/4 line of said Section 21; run thence Northwesterly to a point not more than 5 feet East of the Westerly right of way line of said railway at a point not more than 1130 feet nor less than 930 feet North of the East and West 1/4 line of said section; run thence Northwesterly along and not more than 5 feet East of the Westerly right of way line of said railroad to the West line of said section.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush now or hereafter standing or growing on the land of Grantor described in this easement within 45 feet on each side of the center line of said line of towers, pole structures or poles, and (2) all trees in excess of 40 feet in height on the land of Grantor described in this easement within 90 feet on each side of the center line of said line of towers, pole structures or poles. 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.

Grantor agrees that, for the protection of said facilities, no buildings or other structures will be placed within 36 feet on each side of the center line of said line of towers, pole structures or poles. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of said facilities.

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 205.526(f).

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF MICHIGAN)
) SS.
COUNTY OF Isabella)

The foregoing instrument was acknowledged before me this 1st day of April, 19 99, by Donald G. Hoffman and Grace M. Hoffman, husband and wife

Dennis C. Merchant Notary Public
Jackson County, Michigan
Acting in Isabella County, Michigan
My Commission Expires 9/10/2001

(CORPORATE ACKNOWLEDGEMENT)

STATE OF MICHIGAN)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of ___, 19 ___, by ___ of ___ corporation, on behalf of the corporation.

Notary Public
County, Michigan
Acting in County, Michigan
My Commission Expires

Return to: Consumers Energy Company
Real Estate and Right of Way Dept.
Attn: Nancy P. Fisher, P21-4108
1945 West Parnall Road
Jackson, Michigan 49201

Prepared By: Cynthia K Jones 3/23/98
Consumers Energy Company
1945 West Parnall Road
Jackson, Michigan 49201