

13

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Vlg of Shepherd TOWNSHIP

CONSUMERS ENERGY CO.

James Arnett Chapin, a single man

17 SECTION 13N TOWN 3W RANGE

TRACT 860-D6-20

Easement

NAME OF GRANTOR 8-25-99 DATE OF INST. 3-24-00 DATE OF RECORD

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

ALMA-SUMMERTON LINE

(line segment 6af)

LIBER 977 PAGE 843

TRACT # 860-D6-20

200000002351 Filed for Record in ISABELLA COUNTY, MI SHARON A BROWN on 03-24-2000 At 11:50:11 am. EASEMENT 11.00 Liber 977 Page 843 - 844

EASEMENT FOR ELECTRIC LINE

Form 314

3-017-00-175-00

File #4143

7 x 9 A

James Arnett Chapin, a single man

1306 S. State, Ithaca, Michigan 48847

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 Village of Shepherd County of Isabella and State of Michigan, and described as:

The Easterly 35 feet of a parcel of land in the South 1/2 of the Northeast 1/4 of Section 17, Township 13 North, Range 3 West described as: Commencing at the North 1/4 corner of said section; run thence South 1650 feet to the place of beginning of this description; run thence South 330 feet; run thence East to the Westerly right of way line of the Tuscola and Saginaw Bay Railway; run thence Northwesterly along said right of way line to the place of beginning.

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 on the South line of Section 17, Township 13 North, Range 3 West at a point not more than 5 feet Northeastly of the Southwesterly right of way line of the Tuscola and Saginaw Bay Railway; run thence Northwesterly to a point not more than 255 feet nor less than 155 feet East of the North and South 1/4 line of said section at a point not more than 425 feet nor less than 325 feet North of the East and West 1/4 line of said section; run thence Northerly to a point not more than 28 feet nor less than 20 feet West of the North and South 1/4 line of said section at a point not more than 1310 feet nor less than 1210 feet South of the North 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).

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

LIBER 977 PAGE 844

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 25th day of August, 1999.

WITNESSES:

Cindy M. Lettingwell, Cindy M. Lettingwell, Dennis C. Merchant

James Arnett Chapin, James Arnett Chapin

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF MICHIGAN) COUNTY OF GRATIOT) SS.

The foregoing instrument was acknowledged before me this 25th day of August, 1999, by James Arnett Chapin, a single man

Dennis C. Merchant, Notary Public, Jackson, Michigan, Acting in Gratiot County, Michigan, My Commission Expires September 10, 2001

(CORPORATE ACKNOWLEDGEMENT)

STATE OF MICHIGAN) COUNTY OF) SS.

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 7/8/99, Consumers Energy Company, 1945 West Parnall Road, Jackson, Michigan 49201