

13

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Wlg of Shepherd TOWNSHIP

CONSUMERS ENERGY CO.

Shepherd Public Schools

NAME OF GRANTOR

MUNICIPALITY

17 SECTION

13N TOWN

3W RANGE

TRACT 861-D6-21

MAP

Easement 11-24-99 3-28-00 1978 1218

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

PLAT OR AREA

ALMA-SUMMERTON LINE

LIBER 978 PAGE 218

(Line segment 6af)

TRACT # 861-D6-21

200000002468
Filed for Record in
ISABELLA COUNTY, MI
SHARON A BROWN
On 03-28-2000 At 12:49:05 pm.
EASEMENT 13.00
Liber 978 Page 218 - 220

LIBER 978 PAGE 219

In the event that, after Grantee's initial construction of its electric line facilities hereunder, Grantee discontinues all use of and removes all of said facilities, and has no facilities on the herein described premises for a period of one year, then the easement herein granted shall thereupon terminate. Grantee shall, in the event of such complete removal of its facilities, leave the land as nearly as reasonably practicable in its original condition (except with respect to any trees or brush cut, trimmed, removed, destroyed or otherwise controlled as provided herein).

Grantor reserves the right to:

- (a) construct and maintain or cause to be constructed and maintained underground gas, water and sewer pipes, mains or conduits and other underground utilities under and across the herein described premises;
- (b) construct and maintain or cause to be constructed and maintained highways, parking lots and/or streets and alleys on and across the herein described premises; and
- (c) make other uses of the herein described premises;

provided that all such facilities and uses, and all work and operations connected therewith, (i) are consistent with the provisions set forth in this instrument, (ii) do not result in violations of the National Electric Safety Code, or any laws or regulations, in relation to Grantee's electric line facilities, and (iii) do not otherwise interfere with construction, maintenance or operation of, or free and unimpeded access to, Grantee's electric line facilities.

Grantee shall indemnify and hold Grantor harmless against liability for bodily injuries to persons or damage to property to the extent caused by or resulting from negligent acts or omissions of Grantee in its use of or operations upon the above described premises pursuant to this easement grant.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

By the delivery and acceptance of this instrument, Grantor and Grantee agree to all of the terms, promises and covenants contained herein.

This easement grant is exempt from transfer taxes pursuant to MCL 207.505(f) and (h)(f), and MCL 207.526(f) and (h)(f).

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 24th day of November 1999.

SHEPHERD PUBLIC SCHOOLS

WITNESSES:

James C Olson
James C Olson
Dennis C Merchant

Douglas Dodge - Superintendent
Douglas Dodge Superintendent

EASEMENT FOR ELECTRIC LINE

Form 321

31-017-00-170-00

File #4143

Shepherd Public Schools, a municipal corporation, 100 East Hall Street, Shepherd, Michigan 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 poles with wires, cables, conductors, braces, guys, anchors, transformers and other fixtures and appurtenances, and lateral lines where hereinafter indicated, 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 Westerly 75 feet of that part of the West 53-1/3 rods of the Northeast 1/4 of Section 17, Township 13 North, Range 3 West lying Easterly of and adjacent to the Easterly right of way line of the Tuscola and Saginaw Bay Railway and South of Campbell Avenue, excepting therefrom that part described as: Beginning at the Northwest corner of the above described parcel of land; run thence South 450 feet; run thence Northeasterly to a point on the South line of Campbell Avenue that is 250 feet East of the place of beginning; run thence West to the place of beginning, also excepting therefrom that part described as: Commencing at said Northwest corner; run thence South 89°44'00" East 250 feet along the South line of said Campbell Avenue to the place of beginning of this exception; continue thence South 89°44'00" East 20 feet; run thence South 00°16'00" West 382.54 feet; run thence North 89°44'00" West 229.19 feet to the Easterly right of way line of said railway; run thence North 28°56'20" East 436 feet to the place of beginning.

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

Beginning on the South line of Section 17, Township 13 North, Range 3 West at a point not more than 5 feet Northeasterly 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; run thence Northerly along and not more than 28 feet nor less than 20 feet West of the North and South 1/4 line of said section to a point not more than 35 feet nor less than 25 feet South of the North line of said section.

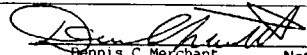
No poles shall be set on said land, only lines of wires shall overhang said land.

Also conveying the right, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of the Grantee, interfere or threaten to interfere with or be hazardous to said facilities. Grantor agrees that no buildings or other structures will be placed under or over said facilities or within such proximity thereto as to interfere with or, in the opinion of Grantee, threaten to interfere with the construction, operation or maintenance of said facilities. Guy wires and anchors may be placed at such locations on and under the land described above as may be required. Additional wires, cables and conductors may be installed on said line of poles at any time hereafter. 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 authorized.

LIBER 378 PAGE 220

STATE OF MICHIGAN)
COUNTY OF Isabella) SS.

The foregoing instrument was acknowledged before me this 24th day of November,
19 99, by Douglas Dodge, Superintendent
of Shepherd Public Schools, a municipal corporation
on behalf of the corporation


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

Return to: Consumers Energy Company
Real Estate and Right of Way Dept.
Attn: Nancy P. Fisher, P21-411
1945 West Parnall Road
Jackson, MI 49201

Prepared By: Nancy P Fisher 10/15/99
Consumers Energy Company
1945 West Parnall Road
Jackson, MI 49201