

13

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Vlg of Shepherd TOWNSHIP

CONSUMERS ENERGY CO.

P & E Enterprises, Inc.

NAME OF GRANTOR

MUNICIPALITY

17 SECTION

13N TOWN

3W RANGE

TRACT 865-D6-25

Easement

9-29-99

3-28-00

1978

1223

1

PLAT OR AREA

MAP

ALMA-SUMMERTON LINE

(Line segment 6af)

LIBER 978 PAGE 223

TRACT # 865-D6-25

300000002470  
Filed for Record in  
ISABELLA COUNTY, MI  
SHARON A BROWN  
On 03-28-2000 At 12:49:29 pm.  
EASEMENT 11.00  
Liber 978 Page 223 - 224

LIBER 978 PAGE 224

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.

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 29th day of SEPTEMBER, 1999.

WITNESSES:

P&E Enterprises, Inc

*Debra A Cook*  
Debra A Cook

*Jay E Brown*  
Jay E Brown President

*William C Carlson*  
William C Carlson

CORPORATE  
(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Isabella )

The foregoing instrument was acknowledged before me this 29th day of September, 1999, by Jay E Brown, President of P&E Enterprises, Inc, a Michigan corporation, on behalf of the corporation.

*William C Carlson*  
William C Carlson Notary Public  
Kent County, Michigan  
Acting in Isabella County, Michigan  
My Commission Expires September 12, 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, P21-411  
1945 West Parnall Road  
Jackson, Michigan 49201

Prepared By: Cynthia K Jones 6/28/99  
Consumers Energy Company  
1945 West Parnall Road  
Jackson, Michigan 49201

Form 314  
EASEMENT FOR ELECTRIC LINE  
31-050-00-001-00 File #4143

P&E Enterprises, Inc, a Michigan corporation, 2703 North Crawford Road, Rosebush, Michigan 48878

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 85 feet, lying Westerly of and adjacent to the Westerly right of way line of the Tuscola and Saginaw Bay Railway, that is included in the following described parcel of land in the Northwest 1/4 of Section 17, Township 13 North, Range 3 West: All that part of the Northeast 1/4 of the Northwest 1/4 of said section on the East side lying between the Westlawn Plat and the Westerly right of way line of said railway, excepting therefrom a parcel of land described as: Beginning at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said section; run thence West 183 feet to the Southeast corner of Westlawn Plat; run thence North 109.5 feet; run thence North 55°03'00" East to the Westerly right of way line of said railway; run thence South to the place of beginning; also excepting therefrom a parcel of land described as: Commencing at the Northeast corner of the Northwest 1/4 of said section; run thence West 33 feet; run thence South 33 feet to the place of beginning of this exception; run thence West 150 feet; run thence South 266 feet; run thence East 150 feet; run thence North 266 feet 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 at a point not more than 28 feet nor less than 20 feet West of the North and South 1/4 line of Section 17, Township 13 North, Range 3 West 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 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.

*wcc*  
*J.C.B.* Grantor agrees that, for the protection of said facilities, no buildings or other structures will be placed within 28 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.