

13

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Vlg of Shepherd TOWNSHIP

CONSUMERS ENERGY CO.

Michigan Laundry Equipment Systems, Inc.

NAME OF GRANTOR

MUNICIPALITY

17 SECTION

13N TOWN

3W RANGE

TRACT 866-D6-26

MAP

Easement

8-5-99 DATE OF INST.

3-24-00 DATE OF RECORD

1977 1839 LIBER PAGE

PLAT OR AREA

ALMA-SUMMERTON LINE

(Line segment 6af)

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TRACT # 866-D6-26

200000002349
Filed for Record in
ISABELLA COUNTY, MI
SHARON A BROWN
On 03-24-2000 At 11:49:46 am.
EASEMENT 11.00
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EASEMENT FOR ELECTRIC LINE

Form 321

31-050-00-003-00

File #4143

Michigan Laundry Equipment Systems, Inc., a Michigan Corporation
403 W. Wright, 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 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: 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 description; 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 poles is to be located in, over and across said land on a center line described as follows:

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 17; 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 17 to a point not more than 35 feet nor less than 25 feet South of the North line of said Section 17; run thence Northerly to a point not more than 20 feet nor less than 15 feet East of the North and South 1/4 line of Section 8 of said township at a point not more than 340 feet nor less than 290 feet North of the South line of said Section 8.

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.

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.

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IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 5 day of August, 1999.

WITNESSES:

MICHIGAN LAUNDRY EQUIPMENT SYSTEMS, INC

Jonathan Norman

Dale A. Lubahn, President

William C. Carlson

CORPORATE ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF ISABELLA) SS.

The foregoing instrument was acknowledged before me this 5th day of August, 1999, by Dale A. Lubahn, President of Michigan Laundry Equipment Systems, Inc., a Michigan corporation, on behalf of the corporation.

William C. Carlson
Notary Public
Kent County, Michigan
Acting in Isabella County, Michigan
My Commission Expires September 12, 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, P21-410B
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