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TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Village of Shepherd TOWNSHIP

CONSUMERS ENERGY CO.

P & E Enterprises, Inc.

NAME OF GRANTOR

MUNICIPALITY

8 SECTION

13N TOWN

3W RANGE

TRACT 867-D6-23

Easement KIND OF INSTRUMENT

9-29-99 DATE OF INST.

3-28-00 DATE OF RECORD

1978 LIBER

225 PAGE

PLAT OR AREA

MAP

ALMA-SUMMERTON LINE

(Line segment 6af)

LIBER 978 PAGE 225

TRACT # 867-D6-23

200000002471 Filed for Record in ISABELLA COUNTY, MI SHARON A BROWN On 03-28-2000 At 12:49:40 pm. EASEMENT 11.00 Liber 978 Page 225 - 226

LIBER 978 PAGE 225

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

Jay E Brown President

William C Carlson

Form 321

EASEMENT FOR ELECTRIC LINE

31-008-00-035-00 31-008-00-065-00

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 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 of the South 340 feet, lying Westerly of and adjacent to the Westerly right of way line of the Tuscola and Saginaw Bay Railway, of the following described parcel of land in the Southwest 1/4 of Section 8, Township 13 North, Range 3 West: Commencing at the Southeast corner of the Southwest 1/4 of said section; run thence West 33 feet to the place of beginning of this description; run thence North 660 feet; run thence West 181.5 feet; run thence East South 660 feet; run thence East 181.5 feet to the place of beginning; and a parcel of land in the Southwest 1/4 of said section described as: Commencing at the Southeast corner of the Southwest 1/4 of said section; run thence Northerly along the Westerly right of way line of said railway 660 feet to the place of beginning of this description; run thence West 140.25 feet; run thence North to a point on the West line of said right of way that is 462 feet North of the place of beginning; run thence South along said right of way 462 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 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; run thence Northerly along and not more than 20 feet nor less than 15 feet East of the North and South 1/4 line of said Section 8 to a point not more than 600 feet nor less than 550 feet North of the South line of said Section 8; run thence Northerly to a point not more than 45 feet nor less than 25 feet West of the North and South 1/4 line of said Section 8 at a point not more than 925 feet nor less than 825 feet North of the South line of said Section 8; run thence Northerly along and not more than 45 feet nor less than 25 feet West of the North and South 1/4 line of said Section 8 to a point not more than 310 feet nor less than 210 feet South of the East and West 1/4 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.

(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

Notary Public Acting in Isabella County, Michigan My Commission Expires

(CORPORATE 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.

Signature of Notary Public