

13 13A TITLE DATA
Village of Shepherd

MICHIGAN STATE | Isabella COUNTY | Village of Shepherd TOWNSHIP

CONSUMERS ENERGY CO.

Easement NAME OF GRANTOR 9-7-99 DATE OF INST. 3-24-00 DATE OF RECORD 977, 841 LIBER PAGE

MUNICIPALITY SECTION 8 TOWN 13N RANGE 3W

TRACT 868-D6-24 MAP

plat of the Village of Shepherd, Block B

ALMA-SUMMERTON LINE

(Line segment 6af)

LIBER 977 PAGE 841

LIBER 977 PAGE 842

TRACT # 868-D6-24

20000002350
Filed for Record in
ISABELLA COUNTY, MI
SHARON A BROWN
On 03-24-2000 At 11:49:52 am.
EASEMENT 11.00
Liber 977 Page 841 - 842

8*

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 caused this instrument to be executed by its duly authorized officers this 7th day of Sept, 1999, pursuant to a Resolution of the Village Council dated the 7th day of Sept, 1999.

WITNESSES:

VILLAGE OF SHEPHERD
A MICHIGAN MUNICIPAL CORPORATION

William J. Shirley
William J. Shirley

Kim Swanson
Kim Swanson President

Sandra J. Baxter
Sandra J. Baxter

Mary Kay Maas
Mary Kay Maas Clerk

STATE OF MICHIGAN)
COUNTY OF ISABELLA) SS.

The foregoing instrument was acknowledged before me this 7th day of September, 1999, by Kim Swanson, President, and Mary Kay Maas, Clerk of Village of Shepherd, a Michigan municipal corporation, on behalf of the corporation.

Prepared By: Nancy P Fisher 8/10/99
Consumers Energy Company
1945 West Parnall Road
Jackson, MI 49201

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

EASEMENT FOR ELECTRIC LINE
Form 314
7-2-94
File #4143

Shepherd
Village of Shepherd, a Michigan municipal corporation
Wright St., 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 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 South 275 feet of Block B of the Plat of the Village of Shepherd, according to the recorded plat thereof, being a part of the Southeast 1/4 of Section 8, 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 the East 5.00 feet of that part of said Railway right of way lying Westerly of and adjacent to said South 275 feet of Block B of said plat.

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 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 at 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 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.