

13

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Village of Shepherd TOWNSHIP

CONSUMERS ENERGY CO.

The Shepherd Public School System

NAME OF GRANTEE

MUNICIPALITY

SECTION 8

TOWN 13N

RANGE 3W

TRACT 869-D6-25

Easement

12-22-00

3-28-00

1978

227

PLAT OR AREA

ALMA-SUMMERTON LINE

LIBER 978 PAGE 227

(Line segment 6af)

REL 30

TRACT # 869-D6-25

LIBER 978 PAGE 228

200000002472  
Filed for Record in  
ISABELLA COUNTY, MI  
SHARON L. CARLSON  
On 03-28-2000 At 12:49:56 pm.  
EASEMENT 13.00  
Liber 978 Page 227 - 229

Form 321

EASEMENT FOR ELECTRIC LINE

31-008-00-001

File #4143

The Shepherd Public School System, a municipal corporation,  
East Maple 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 West 40 feet of the following described parcel of land in the Southeast 1/4 of Section 8, Township 13 North, Range 3 West: Commencing at the South 1/4 corner of said Section 8; run thence North 1022.25 feet to the point of beginning of this description; run thence East 33 feet; run thence North 26.75 feet; run thence East 11 feet; run thence North 514.31 feet; run thence East 486.8 feet; run thence South 447.06 feet; run thence West 99 feet; run thence South 182 feet; run thence West 66 feet; run thence North 60 feet; run thence West 200 feet; run thence North 30 feet; run thence West 124.09 feet to the point of beginning.

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

In a Northerly and Southerly direction not more than 25 feet Easterly of the center line of the main track of the Tuscola and Saginaw Bay Railway right of way.

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.

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 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 205.528(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 22ND day of FEBRUARY, 2000.

WITNESSES:

THE SHEPHERD PUBLIC SCHOOL SYSTEM

Carey Ann Wilnot  
Carey Ann Wilnot  
William C Carlson

Douglas E. Dodge  
Douglas E. Dodge Superintendent

TITLE DATA

MICHIGAN  
STATE

COUNTY

TOWNSHIP

CONSUMERS ENERGY CO.

NAME OF GRANTOR

MUNICIPALITY

SECTION

TOWN

RANGE

TRACT 869-D6-25 contd

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

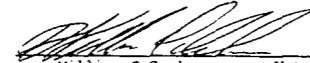
MAP

LIBER 978 PAGE 229

CORPORATE  
~~INDIVIDUAL~~ ACKNOWLEDGEMENT

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Isabella )

The foregoing instrument was acknowledged before me this 22nd day of February,  
2000 by Douglas E Dodge, Superintendent of The Shepherd Public  
School System, a municipal 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 )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_  
of \_\_\_\_\_ a \_\_\_\_\_ 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, MI 49201

Prepared By: Cynthia K Jones 1/19/2000  
Consumers Energy Company  
1945 West Parnall Road  
Jackson, MI 49201