

13

TITLE DATA

MICHIGAN

Isabella

Vlg of Shepherd

CONSUMERS ENERGY CO.

Loretta T Koester and wife

NAME OF GRANTOR

STATE

COUNTY

TOWNSHIP

8

13N

3W

TRACT 872-D6-29

MUNICIPALITY

SECTION

TOWN

RANGE

Easement

11-22-99

13-24-00

1977

1847

KIND OF INSTRUMENT

DATE OF INST.

DATE OF RECORD

LIBER

PAGE

PLAT OR AREA

MAP

ALMA-SUMMERTON LINE

LIBER 977 PAGE 847 (Line 6af)

TRACT #: 872-D6-29

20000002353
Filed for Record in
ISABELLA COUNTY, MI
SHARON A BROWN
On 03-24-2000 At 11:50:21 am.
EASEMENT 11.00
Liber 977 Page 847 - 848

Form 314

3-008-10-002-00
S or T E

EASEMENT FOR ELECTRIC LINE

File #4143

Loretta T Koester and Celestine A Koester, Trustees, under the Celestine and Loretta Koester Living Trust dated 11/9/92, 311 Dearing, Shepherd, MI 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:

That part of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 8, Township 13 North, Range 3 West, lying Easterly of the Tuscola and Saginaw Bay Railway right of way, excepting therefrom the North 240 feet thereof.

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 45 feet nor less than 25 feet West of the North and South 1/4 line of Section 8, Township 13 North, Range 3 West at a point not more than 925 feet nor less than 825 feet North of the South line of said section; run thence Northerly to a point not more than 40 feet West of the North and South 1/4 line of said section at a point not more than 550 feet nor less than 350 feet South of the East and West 1/4 line of said section; run thence Northwesterly to a point not more than 1375 feet nor less than 1275 feet East of the West line of said section at a point not more than 25 feet South of the North 1/8 line of said section.

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.

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 22 day of November, 1999.

WITNESSES:

William C Carlson

CELESTINE AND LORETTA KOESTER
LIVING TRUST DATED 11/9/92
Loretta T Koester Trustee

Patrick W Koester

Celestine A Koester Trustee

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF MICHIGAN)
COUNTY OF Isabella) SS.

The foregoing instrument was acknowledged before me this 22nd day of November 19 99, by Loretta T Koester and Celestine A Koester, Trustees of the Celestine and Loretta Koester Living Trust dated 11/9/92

William C Carlson Notary Public
Kant County, Michigan
Acting in Isabella County, Michigan
My Commission Expires September 12, 2001

(CORPORATE ACKNOWLEDGEMENT)

STATE OF MICHIGAN)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of ___ 19___ 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, Michigan 49201

Prepared By: Cynthia K Jones 11/10/99
Consumers Energy Company
1945 West Parnall Road
Jackson, Michigan 49201