

13

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Coe

CONSUMERS ENERGY CO.

Terry Turnwald and Michael Turnwald, etal

NAME OF GRANTOR

MUNICIPALITY

SECTION 6

TOWNSHIP 13N

RANGE 3W

TRACT 875-D6-15

MAP

Easement

DATE OF INST. 9-22-99

DATE OF RECORD 3-24-00

LIBER 977

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PLAT OR AREA

ALMA-SUMMERTON LINE 02355

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(Line segment 6af)

Pl. 37

TRACT # 875-D6-15

20000002355  
Filed for Record in  
ISABELLA COUNTY, MI  
SHARON A BROWN  
On 03-24-2000 At 11:50:34 a.m.  
EASEMENT 11.00  
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EASEMENT FOR ELECTRIC LINE

Form 314  
3-008-20-003-00  
8 of 12

File #4143

Terry Turnwald, a/k/a Terry L Turnwald, a single man, 5434 E. Millbrook Shepherd, MI 48883 and Michael Turnwald, a/k/a Michael E Turnwald and Debra Turnwald, a/k/a Debra K Turnwald, 7120 S. Leaton, 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 Township of Coe, County of Isabella and State of Michigan, and described as:

The Easterly 200 feet of that part of the North 1/2 of the North 1/2 of the Southeast 1/4 of Section 8, Township 13 North, Range 3 West, lying Southwesterly of and adjacent to the Southwesterly right of way line of the Tuscola and Saginaw Bay Railway.

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 1375 feet nor less than 1275 feet East of the West line of Section 8, Township 13 North, Range 3 West at a point not more than 25 feet South of the North 1/8 line of said Section 8; run thence Northwesterly through Section 5 of said township to a point not more than 1380 feet nor less than 1360 feet East of the North and South 1/4 line of Section 6 of said township at a point not more than 10 feet South of the East and West 1/4 line of said Section 6; run thence Northwesterly to a point not more than 990 feet nor less than 970 feet East of the North and South 1/4 line of said Section 6 at a point not more than 555 feet nor less than 535 feet North of the East and West 1/4 line of said Section 6.

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 30 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 205.528(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 22nd day of September, 1999.

WITNESSES:

William C Carlson

Terry Turnwald  
a/k/a Terry L Turnwald

Gerald Turnwald

Michael Turnwald  
a/k/a Michael E Turnwald

Debra Turnwald  
a/k/a Debra K Turnwald

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF MICHIGAN )  
COUNTY OF Isabella ) SS.

The foregoing instrument was acknowledged before me this 22nd day of September 1999, by Terry Turnwald, Michael Turnwald and Debra Turnwald, a/k/a Terry L Turnwald, Michael E Turnwald and Debra K Turnwald, respectively

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, P21-411  
1945 West Parnall Road  
Jackson, Michigan 49201

Prepared By: Cynthia K Jones 9/9/99  
Consumers Energy Company  
1945 West Parnall Road  
Jackson, Michigan 49201