

13

TITLE DATA

MICHIGAN

Isabella

Coe

CONSUMERS ENERGY CO.

Michael Turnwald and wife

NAME OF GRANTOR

MUNICIPALITY

6

13N

3W

TRACT 876-D6-16

Easement

9-22-99

3-24-00

1977

853

SECTION

TOWN

RANGE

MAP

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

ALMA-SUMMERTON LINE

02356

LIBER 977 PAGE 853

(line segment 6af)

PL 35

TRACT # 876-D6-16

20000002356
Filed for Record in
ISABELLA COUNTY, MI
SHARON A BROWN
On 03-24-2000 At 11:50:53 am.
EASEMENT 11.00
Liber 977 Page 853 - 854

LIBER 977 PAGE 854

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
William C Carlson

Michael Turnwald
Michael Turnwald
a/k/a Michael Edward Turnwald

Gerald Turnwald
Gerald Turnwald

Debra Turnwald
Debra Turnwald
a/k/a Debra K Turnwald

Terry Turnwald
Terry Turnwald
a/k/a Terry Lee Turnwald

EASEMENT FOR ELECTRIC LINE

Form 314

3-006-20-002-00

8 of 9E

File #4143

Michael Turnwald, a/k/a Michael Edward Turnwald, and Debra Turnwald, a/k/a Debra K Turnwald, husband and wife, 7120 S. Leaton, Shepherd, MI 48883; Terry Turnwald, a/k/a Terry Lee Turnwald, a single man, 5434 E. Millbrook, 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, Isabella and State of Michigan, and described as:

The Easterly 240 feet of that part of the Northeast 1/4 of Section 6, 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 10 feet South of the East and West 1/4 line of said Section 6 at a point not more than 1380 feet nor less than 1360 feet East of the North and South 1/4 line of said section; run thence Northwesterly to a point not more than 555 feet nor less than 535 feet North of the East and West 1/4 line of said section at a point not more than 890 feet nor less than 870 feet East of the North and South 1/4 line of said section; run thence Northwesterly to a point on the North and South 1/4 line of said section, said point being not more than 1040 feet nor less than 1020 feet South of the North line of said section; run thence Northwesterly to a point not more than 260 feet nor less than 240 feet West of the North and South 1/4 line of said section at a point not more than 825 feet nor less than 805 feet South of the North 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 30 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 38 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.

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF MICHIGAN)
COUNTY OF Isabella) SS.

The foregoing instrument was acknowledged before me this 22nd day of September 19 99, by Michael Turnwald, Debra Turnwald and Terry Turnwald, a/k/a Michael Edward Turnwald, Debra K Turnwald and Terry Lee Turnwald, respectively

William C Carlson
William C Carlson Notary Public
Kent County, Michigan
Acting in Isabella County, Michigan
My Commission Expires September 12, 2003

(CORPORATE ACKNOWLEDGEMENT)

STATE OF MICHIGAN)
COUNTY OF) SS.

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 9/15/99
Consumers Energy Company
1945 West Parnall Road
Jackson, Michigan 49201