(3)		TITLE DATA		MICHIGA	AN I	Isabella county	1 31	Chippewa Townshi 1 14N 1	P 3W	_ CONSUMERS EI
<u>U</u>		NAME OF GRANTOR		·	MUNICIPALITY		SECTION	TOWN	RANGE	- TRACI_079-D0-3
	Easement	9-16-99 3-28-00	9 7 8 221	WO#5466						MAP
	KIND OF INSTRUMENT	DATE OF INST. DATE OF RECO	RD LIBER PAGE			PLAT OR AREA				

ALMASUMMERTON LINE

P. 4/ (line segment 6af)

02469

HRER 978 PAGE 221

TRACT #: 879-D6-5

200000002469 Filed for Record in ISABELLA COUNTY, MI SHARON A BROWN Dn 03-28-2000 At 12:49:17 pm. EASEMENT 11:00 Liber 978 Page 221 - 222

EASEMENT FOR ELECTRIC LINE

2-031-30-003-00

File #4143

Virginia L Maybee, survivor of herself and her deceased husband, Elton E Maybee, whose death certificate is recorded in Liber 882, page 642 in Isabell County Records, 7651 North Chippewa, Shepherd, Michigan 48883

Grantor, for good and valuable consideration to him paid by CONSUMERS ENERGY COMPANY, a Grantor, for good and valuable consideration to min paid by consolment a standar commence. Michigan Avenue, Jackson, Michigan Agn, 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 Chippewa, County of Isabella and State of Michigan, and described as:

The Southerly 90 feet of that part of the West 1/2 of the East 3/8 of the West 1/2 of the Southwest 1/4 of Section 31. Township 14 North Bangs 3 West lying Northerly of and adjacent to the Northerly 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

Beginning at a point not more than 1685 feet nor less than 1485 feet East of the West line of Section 6, Township 13 North, Range 3 West, Coe Township at a point not more than 200 feet nor less than 150 feet South of the North line of said section; run thence Northwesterly to a point not more than 1430 feet nor less than 1330 feet East of the West line of Section 31, Township 14 North, Range 3 West, Chippewa Township at a point not more than 55 feet nor less than 35 feet North of the South West of the East line of Section 36, Township 14 North, Range 4 West, Union Township at a point not ωcc. more than 10 feet nor less than 5 feet North of the Northerly right of way line of the Tuscola and Saginaw Bay Railway; run thence Northerly to a point not more than 160 feet nor less than 110 feet West of the East line of said Section 36 at a point not more than 75 feet nor less than 25 feet South of the East and West 1/4 line of said Section 36; run thence Northeasterly to a point not more than 40 feet nor less than 35 feet East of the West line of said Section 31 at a point not more than 1370 feet nor less than 1270 feet South of the North line of said Section 31; run thence Northerly along and not more than 40 feet nor less than 35 feet East of the West line of said Section 31 to the North line of said Section 31.

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

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.

11BER 378PAGE 222

This easement is exempt from real estate transfer tax pursuant to MCLA 207,505(I) and from State real estate transfer tax pursuant to the provisions of MCLA 205 526(0)

PLAT OR AREA

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 1674 day of 5775 MBER, 1999.

(INDIVIDUAL ACKNOWLEDGEMENT) STATE OF MICHIGAN COUNTY OF ____ Isabella The foregoing instrument was acknowledged before me this <u>16th</u> day of ___ September

Notary Public Kent County, Michigan Acting in __Isabella My Commission Expires September 12, 2001

CONSUMERS ENERGY CO.

(CORPORATE ACKNOWLEDGEMENT)

COUNTY OF		
The foregoing instrument was acknowledged	before me this day of	
19, by, of		
corporation, on behalf of the corporation.		
Prepared By: Cynthla K Jones 4/29/99		
Consumers Energy Company		Notary Publi
1945 West Parnall Road		County, Michigan
Jackson, Michigan 49201	Acting in	
-	My Commission Expires	oounty, michigan

Return to: Consumers Energy Company Real Estate and Right of Way Dept. Attn: Nancy P. Fisher, P21-4108 1945 West Parnall Road Jackson, Michigan 49201

STATE OF MICHIGAN

19 99. by Virginia L Maybee