	Department of Conservation for the State of Michigan		S POV		COMP	ANY (00		TRAC	•	+24-D103	}-1
	Easement 18-7-64 9-18-64 123 708 01662	ACCOL	JNT NO	· <u> </u>	5401	04	<u>.</u>		MAI	•• 		
هي. 	IOSCO - ALPENA TRANSMISSION LINE Parcel #12 L-3713	MICHIGAN			Alcona. COUNTY		I Mikado Township		HIP			
	P STATE OF MICHIGAN Sheet 4 of 6 DEPARTMENT OF CONSERVATION Segment No. 1 Hよくようソ			MUN	ICIPALIT	Y			19 SECTIO	N	T 25 N	RANGE
r	EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE		53			<u> </u>		AREA				
	HUR AND IN CONSILIERATION OF <u>Four hundred twenty-five and 60/100 Dollars (\$425.60)</u> in hand paid, the receipt of which is hereby ecknowledged, the STATE OF MICHIGAN by the TRPARTMENT OF CONSERVATION acting under and pursuant to a resolution adopted by the CONSERVATION COMMISSION at its meeting held on <u>August 7</u> , 19 <u>64</u> , and by virtue of the authority conferred by Act No. 10, P.A. 1953, does hereby Convey and Quit-Claim to <u>Consumers Power Company</u> a corporation, whose post office address is <u>212 West Michigan Avenue, Jackson, Michigan</u>	BALANCE	\$ 851.9									
· .	and to its successors and assigns, the easement and right to erect and maintain an electric <u>transmission</u> line con- sisting of poles, taking, structures, wires, cables and conduits, together with anchors, guy wires and other appurten- ances and fixtures necessars for the purpose of transmitting and distributing electricity and/or conducting a communi- cation business, together with the right to go upon the land herein described and maintain same on, over and across the following State-owned land:	TRANSFERS										
	Land in the Township of <u>Mikado</u> <u>County of Alcona</u> , State of Michigan, as follows, to-wit: The Mest 1/2 of the Northwest 1/4 of Section 19 and the West 1/2 of the Southwest 1/4 of Section 19, Township 25 North, Range 8 East.	TRAN										
		AMOUNT	851 93					•				
		Ŭ N N	\$									
	This casement is granted subject to the following regulations and conditions:											
	(1) The route to be taken by said line of poles XXXXXXX, structures, wires, cables and conduits across, over and under said land being more specifically described as follows:	ΟSΤ	Exh 103a-5)									
	Second party may locate sd. route on, over and across sd. above desc. land along or adjoining as near as practicable a ctr. line, which sd. ctr. line is desc. as beg. on the South line of Section 19, Tuwnship 25 North, Range 8 East, at a point approximately 52 feet East of the West line of sd. Section, run.th.Northerly to the East and West 1/4 line of sd. Section 19 at a point approximately 100 feet East of the West line of sd. Section, run.th.Northerly to the North line of sd. Section 19 at a point approximately 110 feet East of the West line of sd. Section.	MS OF C	(LR4, Exh									
		4 4 1 1	nal Cost									
Thy			Original									
		JOURNAL ENTRY.	521) 521)									
	ுக்கும் பிருந்துகள் கார்க்கும் அமையான பிருந்துகள் கார்க்கும் இருந்து பிருந்து பிருந்து பிருந்து பிருந்து பிருந் குறைதுகளுக்கு பிருந்து குறையான பிருந்து பிருந்து பிருந்து பிருந்து பிருந்து பிருந்து பிருந்து பிருந்து பிருந்து குறைதுகளுக்கு பிருந்து பிருந்த	DATE	1965 1966									
		10	Dec Aug									

GENERAL ENGINEERING	MAP	REFERENC	ES	
Line Map No	Skiet	2 🖸	f [.] 8	Sheets
Plan & Profile No	Sheet	0	f	Sheets
Surrey Map No	Sheet	0	f	Sheets

DOGUMENTS FILED WITH OBIGINAL INSTRUMENTS

- 1. Abstract ______ 2. Opinions of Tille ______
- 3. Title Search _____

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4. Mortgage Release _____

CONSUMERS POWER COMPANY

ACCOUNT NO.____

TRACT 424-D103-1

(Contd)

MAP____

(2) Grantee, its successors or sasigns by the acceptance of this instrument, agrees to notify the authorised representative of the Department of Conservation prior to commencing operations under this easement, so that the Department shall be properly notified as to the time and place that such operations where this easement, so that the land herein described. Said Department representative is <u>Robert As Boraks Foresters Alpena State Forester</u> <u>Department of Conservations Alpenas Michigan</u> or his successor.

(3) Grantee, its successors or assigns by the acceptance of this instrument, agrees that any relocation of the line constructed under this ensammt will be made only upon approval of the Department of Conservation before such relocation takes place.

(4) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easements, permits, licenses, lesses and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land.

(5) Grantse, its successors or assigns, and its or their agents and employmes may cut, trim and remove all brush and trees which may interfere or threaten to interfere with or be hasardous to the construction, operation and mintenance of said line on a strip of land 100 feet wide, being 20 feet on each side of the center line of the <u>Uransmission</u> line as here in described.

(6) Grantee, its successors or assigns, agrees that no herbicides to control tree, shrub, or other plant growth on the land herein described shall be used without first securing written permission from the Grantor or its authorised field representative.

(7) Grantee, its successors or assigns, agrees that all communical forest products cut by the grantee hereunder in the construction and maintenance of said line shall be the property of the Department of Conservation and shall be cut and piled or decked as directed by the Department's authorised representative.

(8) Grantee, its successors or assigns, for themselves and their agents and employees agree to take all reasonable precautions to prevent and suppress forest fires and shell cause no unnecessary damage to natural tree growth or to any plantation, and shell pay all damage other than ordinary to state property arising out of its negligent acts or failure to act.

(9) Grantee, its successors or assigns, shall obtain the required permit from the Department of Conservation or its authorized representative before burning any refuse or setting any fires whatsoever.

' (10) It is understood that all slash and forest growth cut, resulting from operations under this easement, shall be handled in accordance with the provisions of Act 35, P.A. 1955, and the rules and regulations pertaining thereto.

(11) In case the said easement herein conveyed shall not be used by Grantee, its successors and assigns, for a period of 10 years, from and after the date of issuance, then and in that event said easement shall terminate. The grantee herein, for itself, its auccessors and easigns, agrees upon abandonment of its line and upon request of the owner of said land showing a prima facie title to same, to release and Quit-claim all rights secured hereby on said land to the then owner.

(12) In the event of abandonment of the rights herein conveyed, grantee agrees to remove its property from the premises in a good and workmamlike manner and in a condition satisfactory to the Department's authorised field representative.

(13) It is expressly understood that the grantee shall not assign this easement or any portion thereof to any person other than the owner of said land, as provided in paragraph 11 hereof, without first securing the written approval of the Department of Conservation for the State of Michigan. No application to assign will be considered unless the assignce is organized for the purpose of operating a public utility business.

(14) The Grantee, its auccessors or assigns, shall hold harmleas the State of Michigan for all damages or loases caused to third persons or property outside of the right-of-way conveyed by this easement arising out of the negligence of the grantee in its operations on the right-of-way hereby conveyed.

IN WITHERFOR, the Conservation Commission bas caused this instrument to be executed for the State of Michigan by the Department of Conservation by its Deputy Director, this <u>11th</u> day of <u>August.</u> 1964.

Signed, Sealed and Delivered in the Presence of: DEPARTMENT OF CONSERVATION

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FOR THE STATE OF MICHIGAN

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COUNTY OF INGHAM

By lad a. Contine Gaylord A. Walker, Deputy Director

On this <u>11th</u> day of <u>August</u> A.D. 19<u>64</u>, before me, a Notary Public is and for said County, personally appeared <u>Caylord A. Walkar</u> Deputy Director of the Department of Conservation for the State of Michigan, to me known to be the same person who executed the within instrument, and who acknowledged the same to be his free act and deed and the free act and deed of the Department of Conservation pursuant to authority granted by the Conservation Commission for the State of Michigan, in whose behalf he acts.

My commission expires March 10, 1967

M. Irene Gorsline, Notary Public, Ingham County, Michigan

NAMED BY F. J. GUMMINGE, CONSUMERS POWER CO. REW/MICHSEAN AVERUE, JACKEON, MICHIGAN

Cons. 6207 6/57

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