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Date 9/21/22 Time 8:15a

L: 549 P: 656 ERW

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Catherine Murphy, Register Alpena Co., Mi

\$30.00



Alpena Register of Deeds

METC-0555-00017



## EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC LINE - OVERHEAD

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

L-10981  
Case 20220116  
(Page 1 of 6)

FOR AND IN CONSIDERATION OF TWO THOUSAND FIVE HUNDRED EIGHTY and 00/100 DOLLARS (\$2,580.00) in hand paid, the receipt of which is hereby acknowledged, the DEPARTMENT OF NATURAL RESOURCES for the STATE OF MICHIGAN, P.O. Box 30448, Lansing, Michigan 48909-7948, (hereinafter called the Grantor) acting under authority of its Director, and by virtue of the authority conferred by Act No. 451, P.A. 1994, does hereby Convey and Quit-Claim to

Michigan Electric Transmission Company  
27175 Energy Way  
Novi, MI 48377

hereinafter called the "Grantee", and to its successors and assigns the easement and right to place, construct, operate, repair and maintain a Electric Line - Overhead within a 100.00 foot wide right of way as shown on and across lands described on the attached Exhibit A, pages 1-3 that are located within the following described parcel(s) of land situated in the County of Alpena, State of Michigan:

Township of WILSON  
Town 31 North, Range 06 East, Section 25

### Description

Former RR ROW 100ft in width traversing over and across the SE 1/4 of the NE 1/4  
Former RR ROW 100ft in width traversing over and across the SW 1/4 of the NE 1/4

### DNR Parcel ID

1108697  
1108696

This easement is subject to the following conditions and requirements :

- The transmission line must be no less than 40 feet above the trail surface.
- Grantee shall contact Department's Representative no less than 7 days prior to construction.
- The trail shall remain open during construction.
- Grantee shall restore any surface damage to the trail or surrounding DNR property and shall restore trail and surrounding area to the same or better condition than prior to construction - including surfacing and compacting trail with materials approved by Grantor. Restoration shall be at Grantees expense.
- Trail use shall not be impeded or obstructed without prior notice to and approval by the Department's Representative.
- During construction, Grantee shall take steps, at Grantees expense, to protect trail users including - but not limited to, the posting of cautionary signage.
- Grantee shall notify Department's Representative within 24 hours of completed construction.
- Grantee shall obtain approval from Department's Representative prior to any future maintenance, service to installed infrastructure, and any additional surface disturbance.

### Notifications

- (1) The Department's Representative for the purposes of this easement is the NLP Trail Coordinator, who at the present time is:

Greg Kinser  
Gaylord Operations Service Center  
1732 W. M-32  
Gaylord, MI 49735  
Phone: 989-732-3541 x 5080  
kinserg@michigan.gov  
or successors and assigns

Exemption from State Transfer Tax is claimed under authority of Section 6(h)(i), Act 255, P.A. 1994 (207.526, Michigan Compiled Laws).

Exemption from County Real Property Transfer Fee is claimed under authority of Section 5(h)(i), Act 134, P.A. 1966 (207.505, Michigan Compiled Laws).

- (2) Grantee may contact the Department of Natural Resources Lansing Headquarters Office for assistance in determining the name and contact information for current Department's Representative
- (3) For the terms of this easement, 'written notification' means the date and time upon which (1) the Department's Representative receives written correspondence, or, (2) a letter that was sent via Certified Mail thru the US Postal Service was signed for
- (4) Grantee agrees to maintain copies of all written notifications provided to the Grantor and approvals granted by the Grantor during the lifetime of this easement

#### Construction and Maintenance

- (5) This document does not authorize construction of additional facilities after a period of two (2) years from the date of issuance of this easement. Any request for extension must be received in writing by the Department's Representative no less than 90 days prior to the end of the two (2) year window
- (6) By the acceptance of this instrument Grantee agrees to consult with and provide written notification to the Department's Representative no less than three (3) State of Michigan business days prior to commencing non-emergency clearing, construction, development, maintenance or replacement activities under this easement
- (7) Any relocation of the facilities constructed under this easement may be made only upon written approval of the Department's Representative before such relocation takes place
- (8) Unless otherwise stated elsewhere in this document, Grantee may cut, trim, and remove all brush and trees within said easement area which threaten to interfere with or be hazardous to construction, operation, and maintenance
- (9) Grantee shall be responsible for restoration of disturbances caused by the Grantee for the lifetime of the easement
- (10) This easement is granted contingent upon the Grantee receiving all necessary permits and approvals prior to starting construction. Grantee is responsible for obtaining all required state, local and federal permits and to follow the permit requirements as specified. Before any construction may proceed, Grantee is required to give notice to the public utilities under Act 53, P A 1974 (460 701 et seq M C L ) as amended and to comply with all provisions of that Act as well as the Natural Resources and Environmental Protection Act, being Act 451, P A 1994 as amended. If this project crosses floodplains, wetlands, rivers, streams, or designated critical dunes, permits may be required under the land/water interface statutes. A copy of all required permits shall be provided to the Department's Representative upon request
- (11) Following consultation with the Department's Representative, the Grantee shall block vehicular traffic to the easement area and place gates in the manner specified by the Department's Representative, so long as the Grantee's access to the easement area is not unreasonably blocked. Such barriers shall be installed and maintained by the Grantee for the duration of the easement. Ineffective barriers shall be promptly repaired by the Grantee

The Department's Representative must be provided with a key for any gate placed under this condition and/or the Department's Representative may place a Department lock on the gate along with the Grantee's lock so that the gate may be opened via the opening of either lock. Gates must be kept locked at all times except for immediate access purposes or as otherwise specified by the Department's Representative

- (12) The Grantee shall place and maintain Caution, Closed, and/or Stop signs near vehicular barrier locations. Sign placement shall be as determined by the Department's Representative
- (13) Grantee must preserve all established survey Corners on or adjacent to the proposed ROW. All Witness or Bearing Trees for such survey Corners must be plainly identified through use of green paint, and preserved from destruction during the construction of the easement. If a Witness or Corner needs to be removed during construction, the Corner shall be properly Witnessed and re-established as soon as construction is completed. If a Witness is removed during construction, a new Witness will be established as required by the Corner Recordation Act, 1970 P A 74, as amended. This information shall be recorded at the county courthouse within six (6) months of construction of the easement. In addition, two (2) copies of this same information must be provided to the Department's Representative within six (6) months of construction
- (14) Any clearing work done by the Grantee or their employees or agents outside the area authorized to be cleared without other proper written permission shall be considered a trespass

The Grantor may seek any legal remedy provided by statute and rules

#### Emergencies and Spills

- (15) Emergency work may be conducted without providing prior written notification to the Department's Representative. In such cases, the Grantee will provide written notification to the Department Representative within 24 hours of the work being commenced or by 12 PM the next State of Michigan business day, whichever is later
- (16) The Grantee may close forest roads and recreational trail crossings in emergency situations for up to 24 hours without approval of the Department's Representative. Emergency closures of more than 24 hours require the written approval of the Department's Representative

- (17) The Grantee agrees to report to the Department's Representative any release of toxic or hazardous substance that results from an activity for which the Grantee is responsible, and to evaluate the nature and extent of the release. Grantee agrees to undertake appropriate measures consistent with NREPA Act 451, Part 201 to abate the release and promptly develop and implement a work plan approved by the Department's Representative to address the release.
- (18) In addition to reporting to the Department's Representative all spills resulting from an activity for which the Grantee is responsible, the Grantee shall also keep a written log of all spills resulting from an activity for which Grantee is responsible and all situations the Grantee investigates for spills, even if it is determined that no spill has occurred.

#### **Timber, Trees, Shrubs, and other Vegetation**

- (19) This easement does not provide for the removal or pruning of trees including 'hazard trees' outside the easement area. Such pruning requires the written approval of the Department's Representative.
- (20) Merchantable timber cut under the terms of this easement are the property of the Grantee and may be removed from the easement area. If cut merchantable timber is to remain within the easement area for more than 7 days, it shall be piled or decked at a location agreed to by the Department's Representative. Merchantable timber that is cut and not removed within 60 days shall, at the option of the Department's Representative, become the property of the Grantor. Grantee shall make a concerted attempt to salvage and utilize the timber removed from the easement area.
- (21) Except for emergency situations or unless otherwise approved in writing by the Department's Representative, the clearing, cutting or pruning of oak trees is not permitted from April 15 to July 15. This is necessary to reduce the spread of oak wilt.
- (22) Grantee agrees that no herbicides on the land herein described shall be used without first securing written permission from the Department's Representative.
- (23) 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 Part 519, Act 451, P A 1994 as amended, and the rules and regulations pertaining thereto.
- (24) Vegetation restoration of the cleared ROW must be completed by the Grantee to the written specifications of the Department's Representative.

#### **Invasive Species**

- (25) Invasive species are managed under Michigan's Natural Resources and Environmental Protection Act (NREPA) 451 of 1994, Section 324.41301. Under Act 451, Michigan regulates the possession or introduction of prohibited and restricted invasive species. Information on Michigan's invasive species can be found at [www.michigan.gov/invasivespecies](http://www.michigan.gov/invasivespecies). It is the Grantee's responsibility to monitor changes to the list of prohibited and restricted invasive species.

The soils brought in to the easement area must be weed free, and all equipment is to arrive clean to each work site (free of mud, debris, weeds, any vegetative material). This will help minimize the risk of spreading invasive species between sites.

#### **Forest Roads and Recreational Trails**

- (26) The Grantee shall ensure that the Grantor's or its assign's use of existing forest roads and recreational trails crossing or adjacent to the ROW will not be altered or adversely affected by this easement. This shall include, but not be limited to, use by heavy equipment for the harvesting and transportation of timber products. These roads and trails shall remain open and useable both during and after construction/installation, and during any ROW maintenance or abandonment activity unless written authorization is provided by the Department's Representative.
- (27) Forest roads and recreational trails used by the Grantee or its assigns under the terms of this easement shall be left in as good or better condition as they were before their use.
- (28) The Grantor retains its right to develop and use the easement area in a manner that does not interfere with the purpose or use of this easement. This includes the right to develop, use and maintain new forest roads and new recreational trails which may be adjacent to, include and/or cross the ROW.

#### **Best Management Practices**

- (29) Best Management Practices (BMP) must be adhered to. It is recommended that the Grantee reference the current version of the "Sustainable Soil and Water Quality Practices on Forest Land" manual. This manual was produced by the Michigan DNR and DEQ and has been assigned a publication number of IC4011.
- (30) All vehicle traffic shall be confined to existing access roads and within the surveyed boundary of the easement area.

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Catherine Murphy, Register Alpena Co., MI



- (31) Part 365, Endangered Species Protection, Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324 36501 to 324 36507 (Part 365), states that "a person shall not take, possess, transport, fish, plants, and wildlife" that are "indigenous to the state and determined to be endangered or threatened " Part 365 defines "take" of fish or other animals as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect or attempt to engage in any such conduct" and for plants as "to collect, pick, cut, dig up, or destroy in any manner " Part 365 reflects the desire of the people of Michigan to protect the rare natural resources of the State Accordingly, the Grantor is required to take those steps necessary to protect, conserve, and restore species listed as threatened and endangered The Department of Natural Resource's Wildlife Division has discretion to permit take in some circumstances, but must do so in a way that minimizes adverse impacts and considers all reasonable alternatives

If State threatened or endangered species occur on or near this easement and may be impacted by the Grantee's activities then any activities that could result in "take" must be avoided until issues associated with the presence of endangered and threatened species are resolved Prior to any site disturbance, the Grantee will need to obtain an approved endangered and threatened species permit from the Department of Natural Resources, Wildlife Division

The U S Fish and Wildlife Service (Service) has the responsibility and authority over species listed under the Federal Endangered Species Act of 1973 If there is potential for federally listed species to be impacted by the Grantee then it must contact the Michigan office of the Service for further guidance

- (32) Extreme care must be taken by the Grantee during and after construction, maintenance or abandonment activity to prevent any soil erosion Any soil erosion occurrence that occurs as a result of the Grantee's use of this easement must be corrected immediately by the Grantee
- (33) The Grantee shall dispose of all excavated materials not used as backfill as a part of the construction process outside of the easement area according to all applicable laws Disposal of excavated materials within the easement area shall only occur with the Department's Representative consent and in a manner and location approved by the Department's Representative
- (34) The location of known or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture may be protected by State and/or Federal law The Grantor may unilaterally modify the easement conditions to protect an area, site, building, antiquity, artifact or similar object which is or may be entitled to protection under State or Federal law The Grantee must report promptly any suspected discovery of same to the Department's Representative

The Department's Representative may suspend Grantee's activities within or near locations containing such areas, sites, buildings, antiquities, artifacts, and objects pending further investigation and determination Wheeled or tracked equipment shall not be operated within such locations except on approved roads or specified new routes

#### Assignment

- (35) The Grantee shall not assign this easement or any portion thereof to any entity other than the owner of said land or an affiliate or subsidiary of Grantee, without first securing the written approval of the Department of Natural Resources for the State of Michigan

#### General

- (36) Grantee accepts this easement subject to all prior and valid easements, permits, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land
- (37) Grantee agrees to take all reasonable precautions to prevent and suppress forest fires and shall cause no unnecessary damage to natural tree growth or to any plantation, and shall pay all damages other than ordinary to State-owned property arising out of its negligent acts or failure to act
- (38) Grantee shall obtain required permits before burning any refuse or intentionally starting any fires
- (39) Unless resulting from the sole negligence of the Grantor, the Grantee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Grantee, its officers, employees and agents for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Grantee, its officers, employees or agents, in reference to the activities authorized by this easement
- (40) Grantee hereby covenants and agrees to indemnify and save harmless the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands for all loss, injury, death or damage that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this easement, (2) the activities authorized by this easement, and (3) the use or occupancy of the premises which are the subject of this easement by the Grantee, its employees, contractors, or its authorized representatives
- (41) The Grantee agrees to pay to the Grantor for damages to State-owned property or public trust resources arising out of its operations
- (42) It is expressly understood and agreed that nothing in this easement shall be construed as a statement, representation or finding by the Grantor relating to any risks that may be posed to the environment by activities conducted by the Grantee or that the right-of-way conveyed by this easement is fit for any particular use or purpose

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**Termination and Abandonment**

- (43) It is expressly understood and agreed that every enumerated condition set forth in this easement is a material condition and that if the Grantee breaches any material condition the Grantor, at its sole discretion, may seek any remedy provided by statute or under the common law, including but not limited to revocation of this easement
- (44) This easement shall continue in full force and effect for as long a time as the easement is properly used for its intended purpose. The right to use this easement for the intended purpose shall terminate upon the easement not being used for its intended purpose for two (2) years unless the Grantee has received written notification from the Department's Representative extending the two year period. Grantee agrees to notify the Department's Representative in writing within thirty (30) days of the easement not being used for the intended purpose, non-notification does not toll the two (2) year clock
- (45) If the Grantee loses its right to use this easement, unless otherwise agreed to between Grantor and Grantee, the Grantee agrees to remove its property and to restore the premises within one (1) year of the loss in accordance with a written, site specific abandonment plan that will be prepared by the Department's Representative and provided to the Grantee. All rights and obligations under this easement shall terminate upon the Department Representative's providing written confirmation to the Grantee that the requirements of the abandonment plan, if one exists, have been completed to their satisfaction

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns

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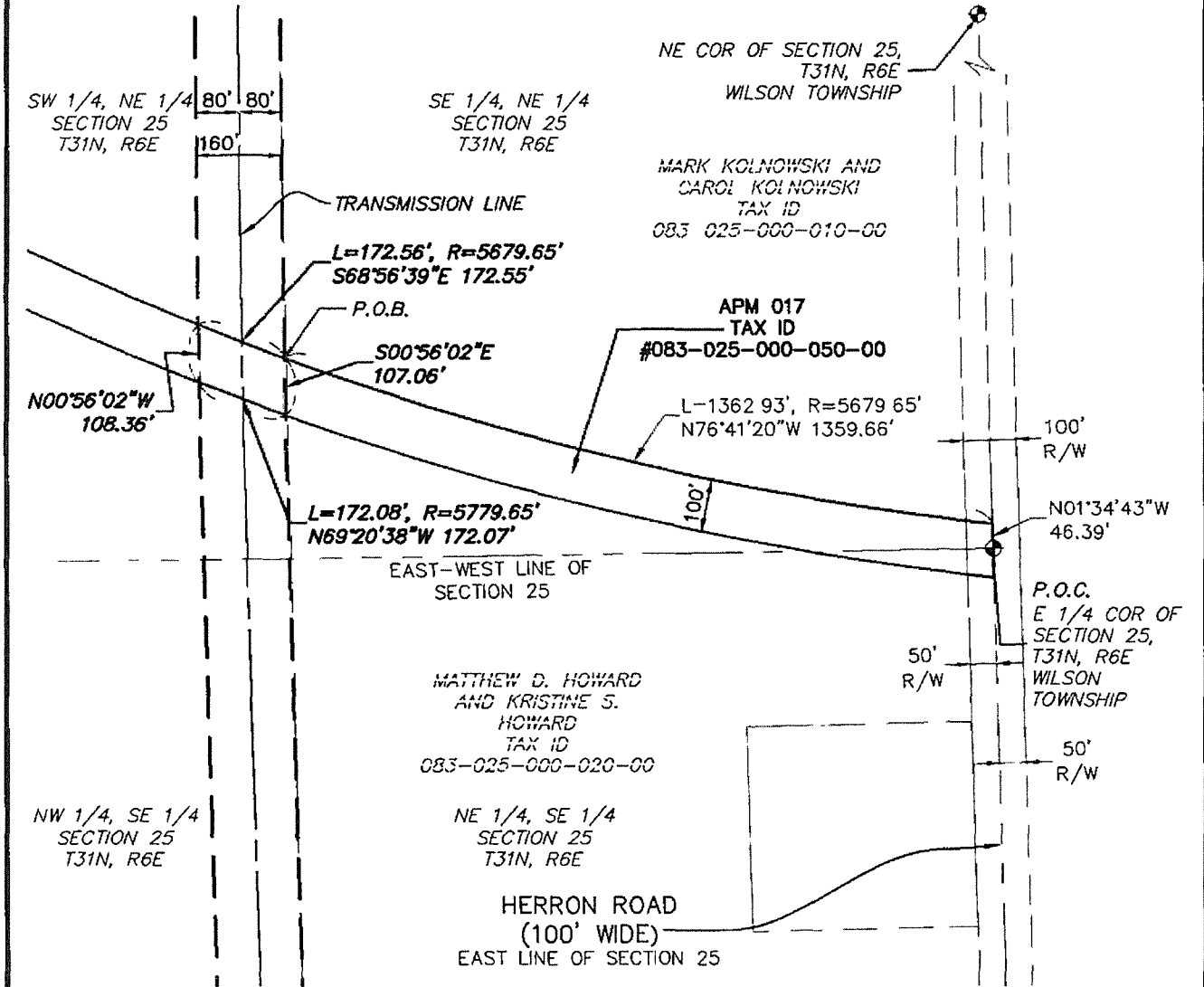
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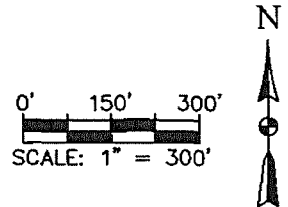
**EXHIBIT A**  
**APM-17**  
MICHIGAN DEPARTMENT OF TREASURY



**LEGEND**

- TRANSMISSION LINE
- EASEMENT AREA
- N 88° E** DESCRIBED EASEMENT - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83, CENTRAL ZONE, INTERNATIONAL FOOT
- SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

NOTE: THIS IS NOT A BOUNDARY SURVEY



Total Easement area  
17,240 Square Feet (.40 Acres)

MICHIGAN ELECTRIC TRANSMISSION COMPANY	800 525.6016 www.metroca.net	CLIENT: MICHIGAN ELECTRIC TRANSMISSION COMPANY	JOB: 1054-20-9619
		PROJECT: AIRPORT-MIO	DATE: 3-23-2021
			REV.: 7-30-2021
			SHEET: 2 OF 3

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**PROPERTY:**

(PER QUIT CLAIM DEED LIBER 419, PAGE 220)

ALL THAT PORTION OF DETROIT AND MACKINAC RAILROAD COMPANY'S RAILROAD RIGHT OF WAY, BEING 100 FEET IN WIDTH, DESCRIBED AS BEGINNING AT A POINT OF THE EAST LINE OF SECTION 25, TOWNSHIP THIRTY ONE (31) NORTH, RANGE SIX (6) EAST, COMMONLY KNOWN AS THE CENTERLINE OF HERRON ROAD, EXTENDING IN A NORTHWESTERLY DIRECTION AND TRAVERSING SECTIONS 25, 24, 23, 14, 15 AND 16, TOWNSHIP THIRTY ONE (31) NORTH, RANGE SIX (6) EAST, SECTIONS 13, 14, 15, 16, 17, 20, 19, TOWNSHIP THIRTY ONE (31) NORTH, RANGE FIVE (5) EAST AND ENDING ON THE WEST LINE OF SECTION 19, TOWNSHIP THIRTY ONE (31) NORTH, RANGE FIVE (5) EAST (EXCEPT ALL THAT PORTION OF DMRC RAILROAD RIGHT OF WAY BEING 100 FEET IN WIDTH TRAVERSING A STRIP OF LAND 100 FEET IN WIDTH ALONG THE LINE OF RAILROAD GRADE, BEING 50 FEET ON THE NORTHERLY AND 50 FEET ON THE SOUTHERLY SIDE OF THE CENTER LINE OF SAID GRADE, RUNNING A WESTERLY DIRECTION OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS. THE SOUTH 1/2 OF THE SOUTH 1/2 SECTION 17, SOUTH 1/2 OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 SECTION 18, TOWN THIRTY ONE (31) NORTH RANGE SIX (6) EAST)

**EASEMENT AREA:**

COMMENCING AT THE EAST CORNER OF SECTION 25, TOWN 31 NORTH, RANGE 6 EAST, WILSON TOWNSHIP, ALPENA COUNTY, MICHIGAN; THENCE N01°34'43"W 46.39 FEET ALONG THE EAST LINE OF SAID SECTION 25 AND THE CENTERLINE OF HERRON ROAD (100' WIDE RIGHT-OF-WAY); THENCE 1,362.93 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5679.65 FEET AND A CHORD BEARING OF N76°41'20"W 1,359.66 FEET TO THE **POINT OF BEGINNING**; THENCE S00°56'02"E 107.06 FEET, THENCE 172.08 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5,779.65 FEET AND A CHORD BEARING OF N69°20'38"W 172.07 FEET; THENCE N00°56'02"W 108.36 FEET; THENCE 172.56 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5,679.65 FEET AND A CHORD BEARING OF S68°56'39"E 172.55 FEET TO THE POINT OF BEGINNING

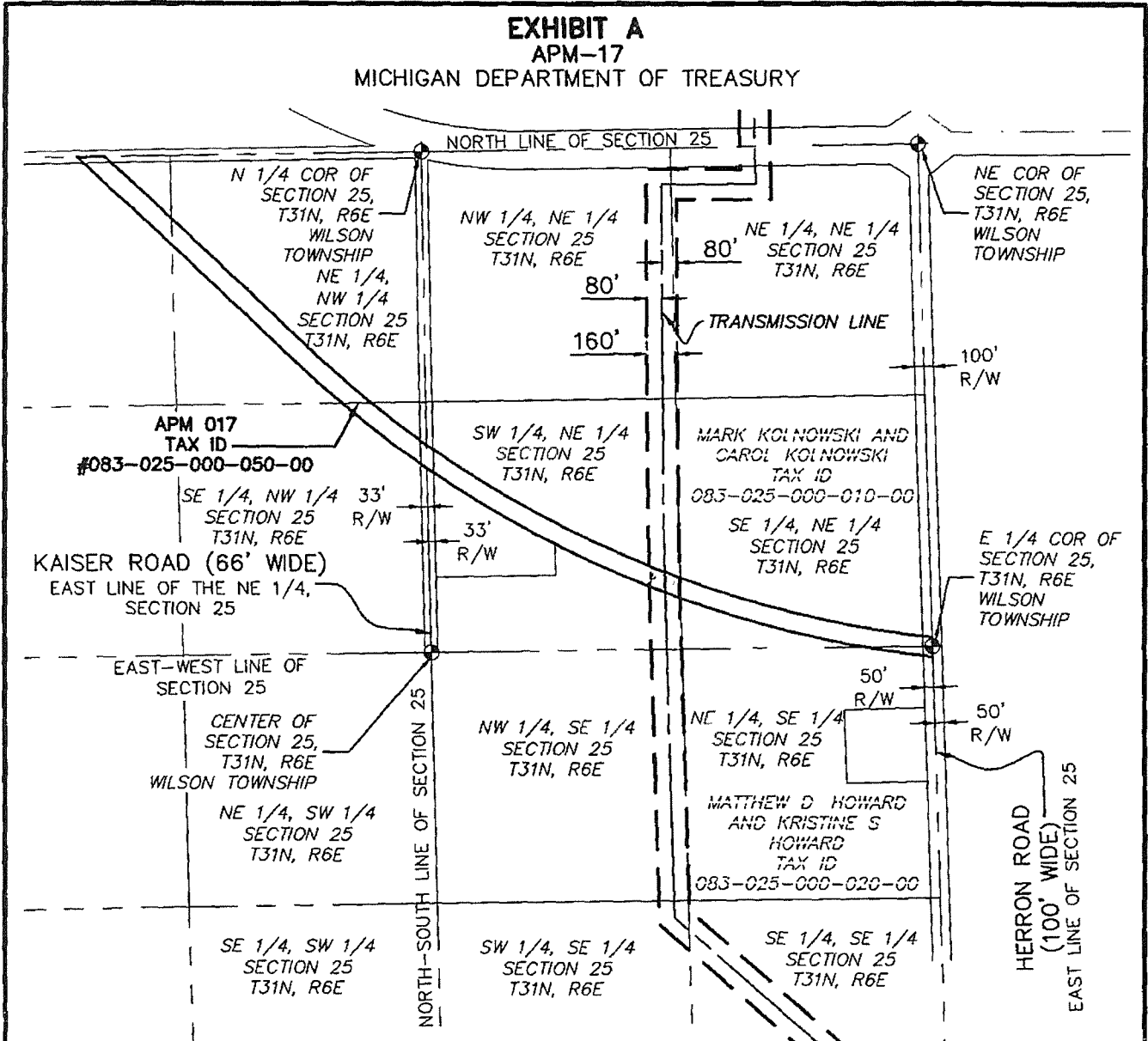
 MICHIGAN ELECTRIC TRANSMISSION COMPANY	 800 525 6016 www.metroca.net	CLIENT: MICHIGAN ELECTRIC TRANSMISSION COMPANY	JOB: 1054-20-9619
		PROJECT: AIRPORT-MIO	DATE: 3-23-2021
			REV.: 7-30-2021 SHEET: 3 OF 3

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**EXHIBIT A**  
**APM-17**  
**MICHIGAN DEPARTMENT OF TREASURY**



**LEGEND**

- TRANSMISSION LINE
- EASEMENT AREA
- N 88° E** DESCRIBED EASEMENT - BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATES, NAD83, CENTRAL ZONE, INTERNATIONAL FOOT
- SECTION CORNER
- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT

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