

Consumers Energy

A CMS Energy Company



STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
FOREST RESOURCES DIVISION

LUCAS MERRICK
FORESTER
GAYLORD MANAGEMENT UNIT

March 8, 2001

GAYLORD FIELD OFFICE
1732 WEST M-32
GAYLORD, MICHIGAN 49735

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STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
FOREST RESOURCES DIVISION

Walter Linn
Exchanges and Special Services Unit
Land and Mineral Services Division
Michigan Department of Natural Resources
Stevens T Mason Building
530 West Allegan
Lansing, MI 48909

ROXANNE MERRICK
LAND USE SPECIALIST
EASTERN LOWER PENINSULA DISTRICT

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GAYLORD CUSTOMER SERVICE CENTER
1732 WEST M-32
GAYLORD, MICHIGAN 49735

Dear Mr Linn:

Consumers Energy Company ("Consumers"), in furtherance of complying with the requirements of Michigan Public Act 141 of 2000, Section 10w (MCL 460.10w), plans to transfer its "electric transmission" facilities, which "electric transmission" facilities are deemed to consist of most of Consumers' electric lines and related facilities operating at 120 kV or higher, by conveying same to Michigan Electric Transmission Company ("METC"). Among the electric transmission facilities to be so conveyed by Consumers to METC will be electric lines and related facilities operating at 120 kV or higher located on premises of the Michigan Department of Natural Resources (the "State") at the locations covered by the easements listed on Exhibit A, attached hereto.

In connection with conveying the aforesaid electric transmission facilities to METC, Consumers will need to assign to METC Consumers' rights or interests in the underlying land corresponding to the conveyed electric transmission facilities.

Therefore, Consumers hereby requests the State's approval to Consumers making such an assignment to METC in relation to the easements listed on Exhibit A hereto. METC hereby covenants and agrees that in its occupancy of the premises with the conveyed electric transmission facilities, and otherwise in its use and exercise of the assigned rights of interests, it will be bound by and subject to, and will comply with, the terms and conditions of the applicable easements. It is also expressly understood that Consumers will remain responsible and liable with respect to the conveyed electric transmission facilities for any acts, omissions or events prior to the date of conveyance.

2.

Please have an authorized representative of the State sign below to signify such approval.

Consumers and METC appreciate your cooperation.

Very Truly Yours,

CONSUMERS ENERGY COMPANY

MICHIGAN ELECTRIC TRANSMISSION COMPANY

Kenneth C Emery, Senior Vice President
Information Technical & Corporate Services

John G Russell
President

APV'D AS TO FORM

AGREED ON BEHALF OF
MICHIGAN DEPARTMENT OF NATURAL RESOURCES

BY

TITLE MANAGER, REAL ESTATE SERVICES

DATE 7/25/2001

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EXHIBIT A

<u>COUNTY</u>	<u>SECTION, TOWN, RANGE</u>	<u>DNR REFERENCE NO.</u>
ALCONA	Section 31, T25N, R8E Section 30, T25N, R8E Section 19, T25N, R8E	L3713, Sheet 6 of 6, Segment 1 L3713, Sheet 5 of 6, Segment 1 L3713, Sheet 4 of 6, Segment 1
ALPENA	Sec 26, 27, 34, T31N, R7E Sec 18, 19, T30N, R8E Section 7, T30N, R8E Section 6, T30N, R8E Sec 25, 36, T31N, R7E	L2416 L3713, Sheet 3 of 5, Segment 2 L3713, Sheet 2 of 5, Segment 2 L3713, Sheet 1 of 5, Segment 2 L3713, Sheet 5 of 5, Segment 2
ANTRIM	Section 36, T30N, R7W Section 31, T30N, R6W	L2733A L2733
ARENAC	Section 23, T19N, R5E Section 22, T19N, R5E Sec 6, 7, T19N, R3E Section 5, T19N, R3E Section 32, T20N, R3E Sec 11, 12, 2, T19N, R2E	L3267, Sheet 2 of 2 L3267, Sheet 1 of 2 L5985 L5985a L6070 L5986, Segment 2
CHARLEVOIX	Section 9, T32N, R4W Section 4, T32N, R4W Section 33, T33N, R4W Section 32, T33N, R4W Section 29, T33N, R4W Section 19, T33N, R4W Section 18, T33N, R4W Section 13, T33N, R5W Section 1, T33N, R5W Section 2, T33N, R5W	L3363, Sheet 2 of 10 L3363, Sheet 1 of 10 L3363, Sheet 7 of 10 L3363, Sheet 6 of 10 L3363, Sheet 5 of 10 L3363, Sheet 4 of 10 L3363, Sheet 3 of 10 L3363, Sheet 10 of 10 L3363, Sheet 8 of 10 L3363, Sheet 9 & 10 of 10
CHEBOYGAN	Section 13, T36N, R1E Section 14, T36N, R1E Section 6, T34N, R2W Section 1, T34N, R3W	L3085, Sheet 2 of 9 L3085, Sheet 1 of 9 L3315, Sheet 1 of 2 L3315, Sheet 2 of 2

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<u>COUNTY</u>	<u>SECTION, TOWN, RANGE</u>	<u>DNR REFERENCE NO.</u>
EMMET	Section 14, T36N, R5W	L5175a
	Section 11, T35N, R5W	L5175f
	Section 2, T35N, R5W	L5175e
	Section 23, T36N, R5W	L5175b
	Section 26, T36N, R5W	L5175c
	Section 35, T36N, R5W	L5175d
	Section 16, T38N, R4W	L5146g
	Section 21, T38N, R4W	L5146h
	Section 35, T37N, R5W	L5146c
	Section 11, T36N, R5W	L5146b
	Section 2, T36N, R5W	L5246a
	Section 10, T38N, R4W	L5146e
	Section 11, T38N, R4W	L5146f
	Section 2, T38N, R4W	L5146d
	Section 23, T39N, R4W	L5146i
	Section 24, T39N, R4W	L5146j
	Section 25, T39N, R4W	L5146k
Section 35, T39N, R4W	L5146L	
Section 36, T39N, R4W	L5146m	
GLADWIN	Section 14, T19N, R1E	L5949
	Sec 2, 3, 10, 9, 8, T19N, R2E	L5986, Segment 1
GRAND TRAVERSE	Section 23, T27N, R10W	L2323, Sheet 1 of 20
	Section 14, T27N, R10W	L2323, Sheet 2 of 20
	Section 13, T27N, R10W	L2323, Sheet 3 of 20
	Section 18, T27N, R9W	L2323, Sheet 4 of 20
	Section 17, T27N, R9W	L2323, Sheet 5 of 20
	Section 8, T27N, R9W	L2323, Sheet 6 of 20
	Section 9, T27N, R9W	L2323, Sheet 7 of 20
	Section 10, T27N, R9W	L2323, Sheet 11 of 20
	Section 11, T27N, R9W	L2323, Sheet 8 of 20
	Section 35, T25N, R10W	L3990, Sheet 4 of 8
	Section 2, T27N, R9W	L2323, Sheet 9 of 20
	Section 33, T26N, R10W	L3990, Sheet 5 of 8
	Section 29, T26N, R10W	L3990, Sheet 6 of 8
	Section 20, T26N, R10W	L3990, Sheet 7 of 8
Section 20, T26N, R10W	L4033	
Section 17, T26N, R10W	L3990, Sheet 8 of 8	
Section 1, T27N, R9W	L2323, Sheet 10 of 20	

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<u>COUNTY</u>	<u>SECTION. TOWN. RANGE</u>	<u>DNR REFERENCE NO.</u>
GRATIOT	Section 22, T9N, R2W Section 27, T9N, R2W	L5480, Segment A L5480, Segment B
IONIA	Section 4, T8N, R8W Section 3, T8N, R8W Section 2, T8N, R8W Section 2, T8N, R8W Sec 1, 2, T8N, R8W Section 7, T7N, R8W	L2650 L2649c L2649b L2649a L2649 L3886
IOSCO	Section 18, T24N, R8E Section 7, T24N, R8E Section 6, T24N, R8E Section 17, T21N, R6E	L3713, Sheet 3 of 6, Seg 1 Rev L3713, Sheet 2 of 6, Segment 1 L3713, Sheet 1 of 6, Segment 1 L3268
KALKASKA	Section 6, T27N, R8W Section 33, T28N, R8W	L2323, Sheet 14 of 20 L2323
KENT	Section 15, T8N, R11W	L3644
MUSKEGON	Section 33, T11N, R16W Sec 7, 8, T11N, R16W Sec 5, 6, 8, T11N, R16W Section 6, T11N, R16W Section 1, T11N, R17W Section 6, T11N, R16W Sec 7, 9, T10N, R15W	L3429a L3429, Sheet 4 of 5 L3429, Sheet 2 of 5 L3429, Sheet 1 of 5 L3429, Sheet 5 of 5 L3429, Sheet 3 of 5 L2656
OTSEGO	Section 2, T30N, R4W Section 3, T31N, R4W	L2734 L3363a
PRESQUE ISLE	Section 12, T35N, R3E Section 11, T35N, R3E Section 33, T36N, R3E Section 29, T36N, R3E Section 30, T36N, R3E Section 25, T36N, R2E Section 26, T36N, R2E Section 26, T36N, R2E Section 27, T36N, R2E Section 28, T36N, R2E	L3085, Sheet 9 of 9 L3085, Sheet 8 of 9 L3085, Revised in Part L3085, Revised in Part L3085, Revised in Part L3085, Revised in Part L3085, Revised in Part L3085, Sheet 4 of 9 L3085, Sheet 3 of 9 L3085a, Sheet 5 of 5

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<u>COUNTY</u>	<u>SECTION, TOWN, RANGE</u>	<u>DNR REFERENCE NO.</u>
PRESQUE ISLE Cont'd	Section 21, T36N, R2E	L3085a, Sheet 4 of 5
	Section 20, T36N, R2E	L3085a, Sheet 3 of 5
	Section 19, T36N, R2E	L3085a, Sheet 2 of 5
	Section 18, T36N, R2E	L3085a, Sheet 1 of 5
ROSCOMMON	Section 33, T24N, R2W	L4602b
	Section 34, T24N, R2W	L4602c
	Section 27, T24N, R2W	L4602a
WEXFORD	Section 19, T23N, R9W	L3990, Sheet 1 of 8
	Section 24, T24N, R10W	L3990, Sheet 3 of 8
	Section 13, T24N, R10W	L3990, Sheet 2 of 8
	Section 32, T24N, R12W	L1966, Parcels 15, 18
	Section 32, T24N, R12W	L1964(3)
	Section 28, T24N, R12W	L1996, Parcel 21
Section 28, T24N, R12W	L1964(4)	

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Pd. 4/1/80
15 1800

Parcels # 83 & 87
L-2734

Handwritten signature/initials

STATE OF MICHIGAN
DEPARTMENT OF CONSERVATION

EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE *E-16-56*

FOR AND IN CONSIDERATION OF Forty one and no/100 Dollars (\$41.00)
in hand paid, the receipt of which is hereby acknowledged, the DEPARTMENT OF CONSERVATION for the STATE OF MICHIGAN does hereby Convey and Quit-Claim to CONSUMERS POWER COMPANY a corporation, whose post office address is 212 West Michigan Avenue, Jackson, Mich. and to its successors and assigns, the easement and right to erect and maintain an electric transmission line consisting of poles, ~~poles, wires, cables and conduits~~, wires, cables and conduits, together with anchors, guy wires and other appurtenances and fixtures necessary for the purpose of transmitting and distributing electricity and/or conducting a communication business, together with the right to go upon the land herein described and maintain same on, over and across the following State-owned land:

Land in the Township of Hayes County of Otsego, State of Michigan, as follows, to-wit:

The Northeast one-quarter ($\frac{1}{4}$), the Northwest one-quarter ($\frac{1}{4}$) of the Southeast one-quarter ($\frac{1}{4}$), and the Southwest one-quarter ($\frac{1}{4}$) of the Southwest one-quarter ($\frac{1}{4}$) of Section two (2), Township thirty (30) North, Range four (4) West,

Handwritten notes:
315.4
NW 45 E
SW 2W

This easement is granted subject to the following regulations and conditions:

(1) The route to be taken by said line of poles, ~~poles, wires, cables and conduits~~, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate said route on, over and across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point approximately 330 feet West of the East North-and-South eighth line of Section 3, Township 30 North, Range 4 West, at a point approximately 698 feet North of the South line of said Section 3, running thence Northeasterly to a point approximately 1125 feet East of the West line of Section 2 of said township at a point approximately 390 feet North of the South East-and-West eighth line of said Section 2, thence Northeasterly to a point approximately 360 feet East of the West North-and-South eighth line of Section 36, Township 31 North, Range 4 West, at a point approximately 910 feet North of the South line of said Section 36.

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(2) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the authorized representative of the Department of Conservation indicated at the end of this easement prior to commencing operations under this easement, so that the Department shall be properly notified as to the time and place that such operations shall begin on the State-owned land herein described.

(3) Grantee, its successors or assigns by the acceptance of this instrument, agrees that any relocation of the line constructed under this easement 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, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land.

(5) Grantee, its successors or assigns, and its or their agents and employees may cut, trim and remove all brush and trees which may interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said line on a strip of land 100 feet wide, being 50 feet on each side of the center line of the transmission line as herein 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 authorized field representative.

(7) Grantee, its successors or assigns, agrees that all commercial 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 authorized 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 shall cause no unnecessary damage to natural tree growth or to any plantation, and shall 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) In case the said easement herein conveyed shall not be used by Second Party, 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 successors and assigns, 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.

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

(12) 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 10 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 assignee is organized for the purpose of operating a public utility business.

(13) The Grantee, its successors or assigns, shall hold harmless the State of Michigan for all damages or losses 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 WITNESS WHEREOF, the Department of Conservation has caused this instrument to be executed for the State of Michigan by its Deputy Director, this 14th day of August, 1956.

Approved June 8, 1956

DEPARTMENT OF CONSERVATION
FOR THE STATE OF MICHIGAN

Signed, Sealed and Delivered
in the Presence of:

R. G. Wood
R. G. Wood
Bernice Botke
Bernice Botke

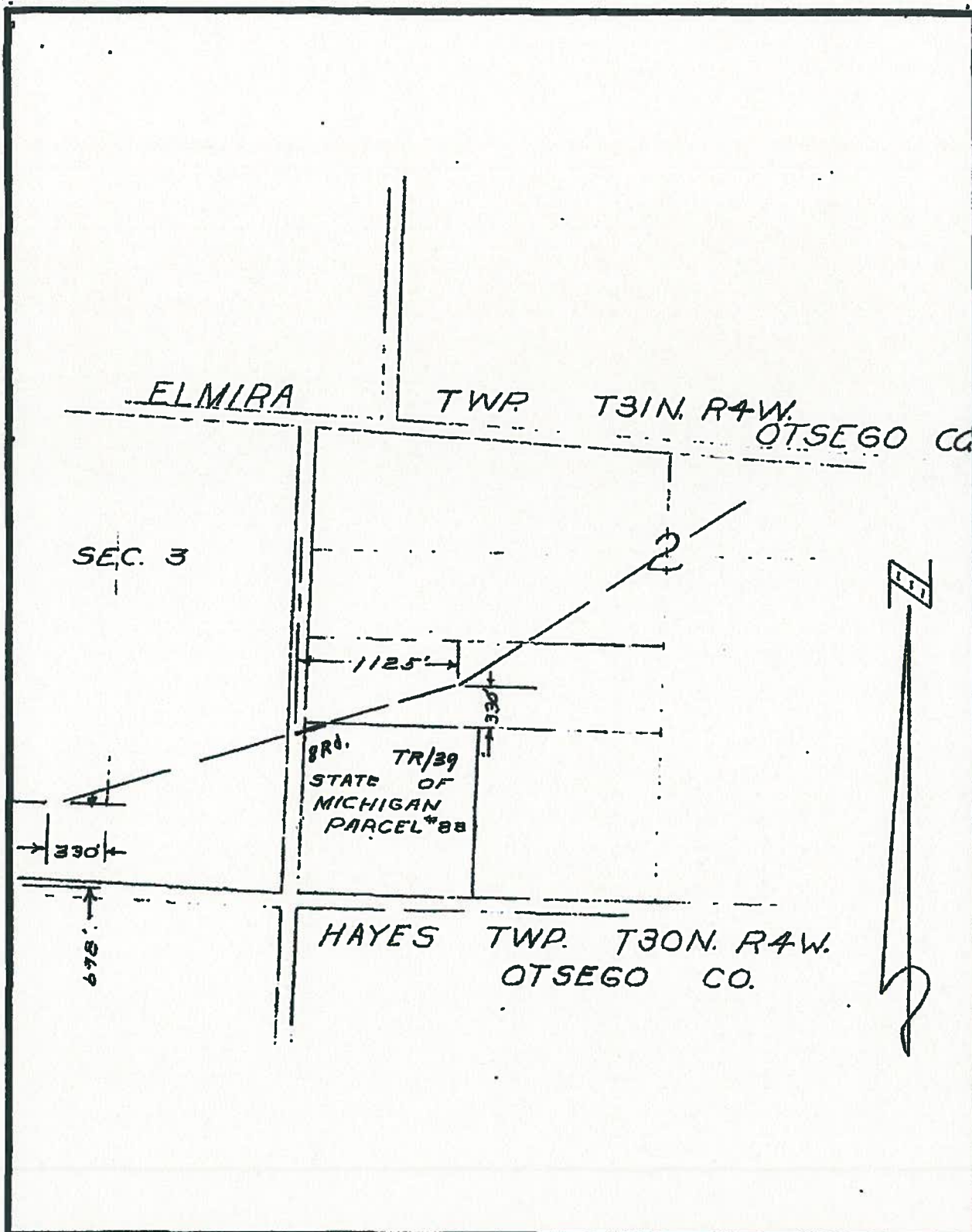
Wayland Osgood
Wayland Osgood, Deputy Director

STATE OF MICHIGAN }
COUNTY OF INGHAM } as

On this 14th day of August, A.D. 1956, before me, a Notary Public in and for said County, personally appeared Wayland Osgood, 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 for the State of Michigan, in whose behalf he acts.

My commission expires December 7, 1958. Robert G. Wood, Notary Public, Ingham County, Michigan

NOTE: Department field representative to be contacted relative to operations under this easement is:
Roger Rasmussen, District Forester, Department of Conservation, Gaylord, Michigan



BY <u>W. BURKETT</u> CHK. <u>8-8-56</u>	STOVER - GAYLORD	CONSUMERS POWER CO. GENERAL ENGINEERING DEPARTMENT JACKSON, MICHIGAN NO. A-16061-C SHEET
INSP. <u>L. N. D.</u> TRC. <u>8-9-56</u>	ACROSS STATE OF	
APP. <u>27-11-56</u> DATE <u>8/9/56</u>	MICHIGAN PROPERTY	