

Atlanta, Michigan 49709
(989) 785-4251 (voice)
(989) 785-3513 (fax)
stevensc@michigan.gov
or successors and assigns.

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 should the Grantee need assistance.

- (2) For the terms of this easement, 'written notification' means the date and time upon which: (1) the Department's Representative provides confirmation that he/she has received written correspondence; or, (2) a letter that was sent via Certified Mail thru the US Postal Service was signed for.
- (3) 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

- (4) This document does not authorize construction of additional facilities after a period of two (2) years, from the date of issuance of this easement. This time period may be extended in writing by the Department's Representative at their discretion if the request is received no less than 90 days prior to the end of the two (2) year window.
- (5) Grantee, by the acceptance of this instrument, agrees to consult with and provide written notification to the Department's Representative no less than three (3) State business days prior to commencing non-emergency clearing, construction, development, maintenance or replacement activities under this easement.
- (6) Any relocation of the facilities constructed under this easement will be made only upon written approval of the Department's Representative before such relocation takes place.
- (7) 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.
- (8) Grantee shall be responsible for restoration of disturbances caused by the Grantee for the lifetime of the easement.
- (9) 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.

- (10) All underground non-detectable facilities must be buried with detectable underground utility marking tape meeting the applicable industry and governmental standards.
- (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 performed or by 12 PM the next State 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 in accordance to the specifications found in the attached Exhibit B and/or to the reasonable written specification(s) 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. 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 is consistent with its mission as outlined in Part 5, Section 503 of Act 451 of 1994 as amended, and are not inconsistent or 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 then current revision 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.
- (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 and 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. Therefore, if there is potential for federally listed species to be impacted by the Grantee then they must contact the Michigan office of the Service for further guidance.

- (32) Extreme care must be taken by the Grantee during and after construction, or maintenance, or upon 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 intentionally 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.

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 lose 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.

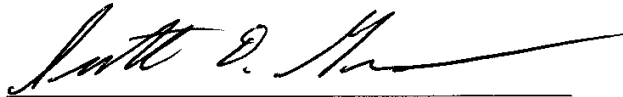
L: 521 P: 470 ERW

10/25/2017 11:29 AM Page: 9 of 11 \$30.00
Kathy J Malash, Register Alpena Co., Mi

L-10640
(Page 9 of 11)

IN WITNESS WHEREOF, the Department of Natural Resources by authority of its Director has caused this instrument to be executed for the State of Michigan by its Real Estate Services Manager, this 7th day of September, 2017.

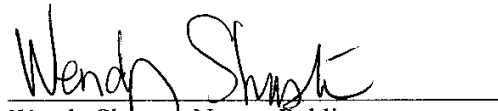
DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN



Scott D. Goeman, Manager, Real Estate Services

STATE OF MICHIGAN }
COUNTY OF INGHAM } §

On this 7th day of September, 2017, before me a Notary Public in and for said County personally appeared Scott D. Goeman, Manager, Real Estate Services, of the Department of Natural Resources 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 Natural Resources for the State of Michigan in whose behalf he acts.



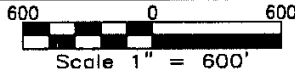
Wendy Shuster, Notary Public
State of Michigan, County of Shiawassee
My Commission Expires: October 19, 2022
Acting in the County of Ingham

PREPARED BY: Marlene Harris
DNR Real Estate Services
P.O. Box 30448
Lansing, Michigan 48909-7948

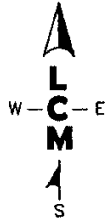
EASEMENT MAP - EXHIBIT A

DNR PARCEL 084-021-000-260-00

- LEGEND**
- Set Spike/P.K. Nail
 - ⊕ Section 1/4 Corner
 - ⊙ Section Corner
 - ⚡ POWER POLE PI C/L

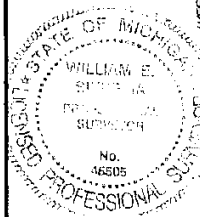
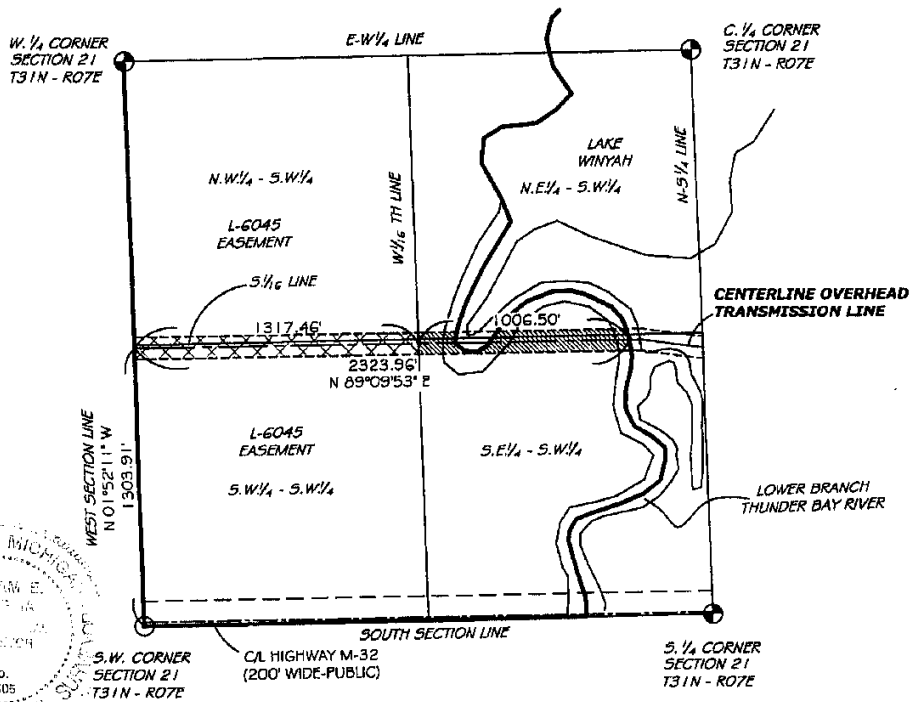


BEARINGS AND DISTANCES ARE REPORTED IN MICHIGAN CENTRAL GRID (2112)-(NAD-83) (STATE PLANE CO-ORDINATES)

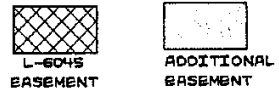


AS SURVEYED DESCRIPTION:
 PART OF SECTION 21, T31N - R07E, WILSON EAST TOWNSHIP, ALPENA COUNTY, STATE OF MICHIGAN. A 100 FOOT WIDE EASEMENT FOR THE WOLVERINE OVERHEAD POWER TRANSMISSION LINE, OVER PART OF THE WEST 1/2 OF SAID SECTION, SAID EASEMENT BEING 50 FEET EACH SIDE OF AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT SOUTHWEST CORNER OF SAID SECTION; THENCE N01°52'11"W ALONG THE WEST SECTION LINE, 1303.91 FEET TO THE POINT OF BEGINNING; THENCE N89°09'38"E, 1317.46 FEET TO THE WEST 1/2TH LINE OF SAID SECTION 21; THENCE CONTINUING N89°09'38"E, 1006.50 FEET TO THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE EXTENDED OR SHORTENED TO MEET SAID PARCEL BOUNDARY.

PARCEL NO. (084-021-000-260-00)
 OWNER: STATE OF MICHIGAN



William E. Sikkema
 William E. Sikkema, P.S. No. 45505



<p>Surveying & Engineering INC. 1-800-223-4235 PH. 231-743-3000 Fax. 231-743-3001 225 E. MAIN ST. MARION, MI 49668</p>	DATE: 07/27/17	CLIENT: WOLVERINE POWER COOPERATIVE
	DRN BY: FTW	PART OF THE WEST 1/2 SECTION 21 T31N - R07E WILSON EAST TOWNSHIP ALPENA COUNTY, STATE OF MICHIGAN
	CHD BY: WES	FB/PG: SEE FILE
	SHEET 1 OF 1	JOB NO.: 17250



Michigan Department of Natural Resources – Forest Resources Division
**VEGETATION RESTORATION OF RIGHTS-OF-WAY, WELL SITES, AND
 OTHER CLEARED SITES ON STATE FOREST LAND
 - NORTHERN LOWER PENINSULA -**

All areas must be satisfactorily re-vegetated as specified by these guidelines except areas that are required to be kept cleared of vegetation under Part 615, Supervisor of Wells, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA).

All topsoil must be saved as the first action in development in order to provide the best guarantee of success for future site restoration. The saving and stockpiling of topsoil, however thin the layer may be, contains the nutrients, organic matter, and other elements that favor germination and growth of vegetative cover.

If only subsoil remains after site development, it contains fewer nutrients, and the site will be very difficult to restore.

If abandoned, a soil test is mandatory and the pH of the pad and/or pipeline must be adjusted to match that of adjacent stands.

Upon completion of drilling, flowline, pipeline, utility installation, or other type of installation; and also upon abandonment/cessation of use, the access road, drilling pad, pipeline, utility right-of-way, or leased premises must be re-vegetated and restored as detailed below to the satisfaction of the Forest Unit Manager (Department/Grantor's/Lessor's representative).

The entire site must be returned to original contours as much as possible. All perimeter slopes shall not exceed a 1:4 slope.

The topsoil which has been saved and stockpiled prior to site development must be evenly distributed over the area to be re-vegetated. It will be smoothed and tillage tools used as necessary to provide at least 3 inches of firm (rolled or culti-packed at least twice) but friable seedbed, free of large clumps and stones.

On mineral soils, soil tests are recommended but, in lieu of a soil test, fertilizer will be applied at a rate of 500 pounds per acre of 12-12-12 or equivalent. Fertilizer will be tilled into the soil during the final seedbed preparation. All clover seed shall be treated with the proper inoculant.

Seeding should take place in frost free conditions, excluding the months of June, July, and August, unless otherwise approved by the Department/Grantor's/Lessor's representative. Vegetation restoration must be completed within 9 months of the initial clearing of the easement or site, unless otherwise specified by the Department/Grantor's/Lessor's representative.

All planting equipment and machinery must be cleaned to remove possible invasive plants before moving or arriving at the site to be planted.

Cover all seed 1/4 to 1/2 inch deep. The area may be seeded by hydro-seeder.

After seeding on mineral soils, the area must be mulched within 24 hours of seeding with weed-free straw at a rate of 2 tons per acre, or a rate of 2 to 3 small rectangular bales per 1,000 square feet. Other commercially prepared mulch may be used, if approved in writing by the Department/ Grantor's representative. It is recommended that mulch be mechanically applied. **Under NO circumstances may hay be used.**

The following seeding mixtures are for application on various soils:

Mineral Soils (Good Soil), Clays, Loams, Loamy Sands	
June Grass (<i>Koeleria micrantha</i>)	0.5 lbs./acre
White Dutch Clover (<i>Trifolium repens</i>)	2 lbs./acre
Medium Red Clover (<i>Trifolium pratense</i>)	2 lbs./acre
Butterflyweed (<i>Asclepias tuberosa</i>)	1 lb./acre
Annual Rye or Oats Cover Crop	2 bushel/ac.
Mineral Soils (Medium Soil), Sandy Loams	
June Grass (<i>Koeleria micrantha</i>)	0.4 lbs./acre
Little Blue Stem (<i>Schizachyrium scoparius</i>)	4 lbs./acre
Medium Red Clover (<i>Trifolium pratense</i>)	2 lbs./acre
Round-headed Bush Clover (<i>Lespedeza capitata</i>)	2 lbs./acre
Butterflyweed (<i>Asclepias tuberosa</i>)	1 lb./acre
Mineral Soils (Critical Area/Very Poor Soil, e.g. Grayling Sand)	
Big Blue Stem (<i>Andropogon gerardii</i>)	3 lbs./acre
Indian Grass (<i>Sorghastrum nutans</i>)	1 lbs./acre
Little Blue Stem (<i>Schizachyrium scoparium</i>)	5 lbs./acre
June Grass (<i>Koeleria micrantha</i>)	0.2 lbs./acre
Medium Red Clover (<i>Trifolium pratense</i>)	2 lbs./acre
Lance-leaved coreopsis (<i>Coreopsis lanceolata</i>)	1 lb./acre
Organic Soils	
Alsike Clover (<i>Trifolium hybridum</i>)	2 lbs./acre
White Dutch Clover (<i>Trifolium repens</i>)	2 lbs./acre
Canada Wild Rye (<i>Elymus Canadensis</i>)	3 lbs./acre
June Grass (<i>Koeleria micrantha</i>)	0.3 lbs./acre
Dunes/Unstable Sand Blow Areas	
Canada Wild Rye (<i>Elymus Canadensis</i>)	3 lbs./acre
American Beach Grass (<i>Ampophila breviligulata</i>)	2 to 3 culms
(A culm is the stem portion of the plant)	every 18"
Jack Pine Barrens & Prairies	
Save all topsoil including root mass, evenly distribute during re-vegetation, till, and seed with the following cover crops	
Canada Wild Rye (<i>Elymus Canadensis</i>)	3 lbs./acre
Annual Rye	1 bushel/ac
Oats	1 bushel/ac

In addition, tree and/or shrub seedlings may be required on certain sites because of special resource values. Up to 600 shrubs or tree seedlings may be required per acre on the site to be re-vegetated. If needed, these will be planted at a spacing and design as directed by the Department/ Grantor's/Lessor's representative.

The entire well site or right-of-way must be inspected yearly by the Permittee/Grantee and any erosion or bare area repaired, re-seeded, and fertilized immediately.

The entire area must be re-fertilized, as necessary and to the satisfaction of the Department/Grantor's/Lessor's representative, until natural vegetation is fully re-established. Upon abandonment, vegetative cover must be successfully established to the satisfaction of the Department/ Grantor's/Lessor's representative.