

3

TITLE DATA

MICHIGAN STATE

Arenac COUNTY Adams TOWNSHIP

CONSUMERS POWER CO.

State of Michigan, Department of Natural Resources

5 19N 3E SECTION TOWN RANGE

TRACT 767-D5-1

Easement 5-2-80 6-20-80 181 1651 W.O.# 6996

PLAT OR AREA

MAP 5

ALGER-BARD ROAD (PART A) (FORMERLY WIRTZ ROAD-ALGER) 138KV



STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES LIBER 181 PAGE 651 5985a

EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC GUY WIRES & ANCHORS

FOR AND IN CONSIDERATION OF Forty-eight Dollars and 00/100 (\$48.00)

In hand paid, the receipt of which is hereby acknowledged, the STATE OF MICHIGAN by the DEPARTMENT OF NATURAL RESOURCES (hereinafter referred to as "Department") acting under authority of the NATURAL RESOURCES COMMISSION, and by virtue of the authority conferred by Act No. 10, P.A. 1953, does hereby Convey and Quit-Claim to CONSUMERS POWER COMPANY

a corporation (hereinafter referred to as "Grantee"), whose post office address is 212 W Michigan Ave., Jackson, Michigan 49201 and to its successors and assigns, the easement and right to erect and maintain an electric guy wires and anchors line consisting of poles, towers, structures, 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 maintained same on, over and across the following State-owned land:

Land in the Township of Adams County of Arenac State of Michigan, as follows, to wit:

Township 19 North, Range 3 East

Section 5:

The North 100 feet of the West 50 feet of the South 320 feet of the Southwest 1/4.

RECORDED JUN 20 9 27 AM '80 ARENAC COUNTY REGISTER OF DEEDS

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

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

Within the limits of the above-described land.

It is further made a requirement of this easement that the applicant give notice to the public utilities in accordance with Act 53, Public Acts of 1974 (460.701 et seq M.C.L.) and comply with each of the requirements of the act.

If required - valid permits must be issued in compliance with the Soil and Sedimentation Control Act being Act 347, P.A. 1972 (282.101 et seq M.C.L.) before any construction may proceed.

- (2) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the authorized representative of the Department 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. Said Department representative is Mike Conley, Area Forester, Gladwin Forest Area, Gladwin, MI 48624 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 easement will be made only upon approval of the Department before such relocation takes place.
(4) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easement, 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 as herein described, on the reverse side of this instrument.
(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 Department 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 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 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 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.
(12) 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.
(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 Natural Resources 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.
(14) 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 Natural Resources by authority of the Natural Resources Commission has caused this instrument to be executed for the State of Michigan by its Assistant Chief, Bureau of Resources this Second day of May 19 1980

Signed, Sealed and Delivered in the Presence of: Marian Lindley, Jay A. Schafer

DEPARTMENT OF NATURAL RESOURCES FOR THE STATE OF MICHIGAN Robert J. Compeau, Assistant Chief Bureau of Resources

STATE OF MICHIGAN COUNTY OF INGHAM

On this 2nd day of May A.D. 1980, before me, a Notary Public in and for said county, personally appeared Robert J. Compeau, Assistant Chief, Bureau of Resources 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 pursuant to authority granted by the Natural Resources Commission for the State of Michigan, in whose behalf he acts.

October 12, 1981 My commission expires Jay A. Schafer Notary Public in Ingham County Eaton

PREPARED BY H. W. YOUNG, JR. CONSUMERS POWER COMPANY 212 WEST MICHIGAN AVENUE JACKSON, MICHIGAN 49201 R-6531 Rev. 5/79

RETURN TO LAND & R/W DEPT. CONSUMERS POWER COMPANY 212 WEST MICHIGAN AVENUE JACKSON, MICHIGAN 49201

MAPPED AND CHECKED