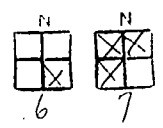


ALGER-BARD ROAD (PART A) (FORMERLY WIRTZ ROAD-ALGER) 138KV  
 File #3849



STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES LIBER 181 PAGE 649  
**EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE**

FOR AND IN CONSIDERATION OF Four Thousand Two Hundred Eighty-four Dollars and 00/100 (\$4,284.00) 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 transmission 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 6: SE 1/4 of SE 1/4 excepting Consumers Power Company's fee strip off the East side.
- Section 7: NW 1/4 of SW 1/4  
 E 1/2 of NW 1/4  
 SW 1/4 of NW 1/4  
 N 1/2 of NE 1/4

RECORDED  
 JUN 20 9 27 AM '80  
 REGISTER OF DEEDS  
 Ingham County  
 Michigan

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

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

To find the place of beginning commence at the Southeast corner of Section 6, T 19 N, R 3 E, thence S 88° 40' 50" West along the South line of said section 330.01 feet to a point on the Westerly line of a Consumers Power Company 330-foot fee strip; thence North 0° 48' 20" West along the Westerly line of said fee strip 105.17 feet to the place of beginning, thence South 61° 07' 50" West 2741.0 feet, thence South 50° 49' 50" West, 990.0 feet, thence South 34° 50' 30" West 997.0 feet, thence South 69° 46' 50" West, 1047.0 feet, thence North 63° 37' 50" West, 107.19 feet to a point on the West line of Section 7 of said township, and the place of ending, said point being South 00° 46' 45" East, 223.08 feet from the West 1/4 corner of said Section 7.

Easement granted with the understanding that the proper permits are secured under Act 346 for any structures placed below the ordinary high water mark of any stream.

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, Gladwin Forest Area, Gladwin, Michigan 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 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 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 2nd day of May 19 80.

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

DEPARTMENT OF NATURAL RESOURCES FOR THE STATE OF MICHIGAN  
Robert J. Compeau  
 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  
 Jay A. Schafer Notary Public, Ingham County  
 Acting in Ingham County Eaton

PREPARED BY R. W. YOUNG, JR.  
 CONSUMERS POWER COMPANY  
 212 WEST MICHIGAN AVENUE  
 JACKSON, MICHIGAN 49201

RETURN TO R. W. YOUNG, JR.  
 CONSUMERS POWER COMPANY  
 212 WEST MICHIGAN AVENUE  
 JACKSON, MICHIGAN 49201

MAPPED AND CHECKED