



(5) Grantee, its successors or assigns by the acceptance of this instrument agrees to notify the authorized representative of the Department of Natural Resources 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 William Simon, Park Manager, Brighton Recreation Area, 6360 Chilson, R # 3, Howell, Michigan 48843 or his successor.

(6) 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 Natural Resources before such relocation takes place.

(7) 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.

(8) 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 facilities on the above-described right-of-way; provided, 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.

(9) Grantee, its successor 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 Natural Resources and shall be cut and piled or decked as directed by the Department's authorized representative.

(10) Grantee, its successors or assigns, for themselves and their agents and employees 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 damage other than ordinary to state property arising out of its negligent acts or failure to act.

(11) Grantee, its successors or assigns, shall obtain the required permit from the Department of Natural Resources or its authorized representative before burning any refuse or setting any fires whatsoever.

(12) 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.

(13) 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.

(14) In the event of abandonment of the rights herein conveyed, Grantee agrees to remove in a good and workmanlike manner all or any portion of its property from the premises as may be required in a condition satisfactory to the Department's authorized field representative.

(15) 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 13 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.

(16) 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 Acting Chief, Real Estate Division this 14th day of January, 19 92.

Signed, Sealed and Delivered  
in the Presence of:  
David A. Yankee  
David A. Yankee  
Jay A. Schafer  
Jay A. Schafer  
STATE OF MICHIGAN  
COUNTY OF INGHAM

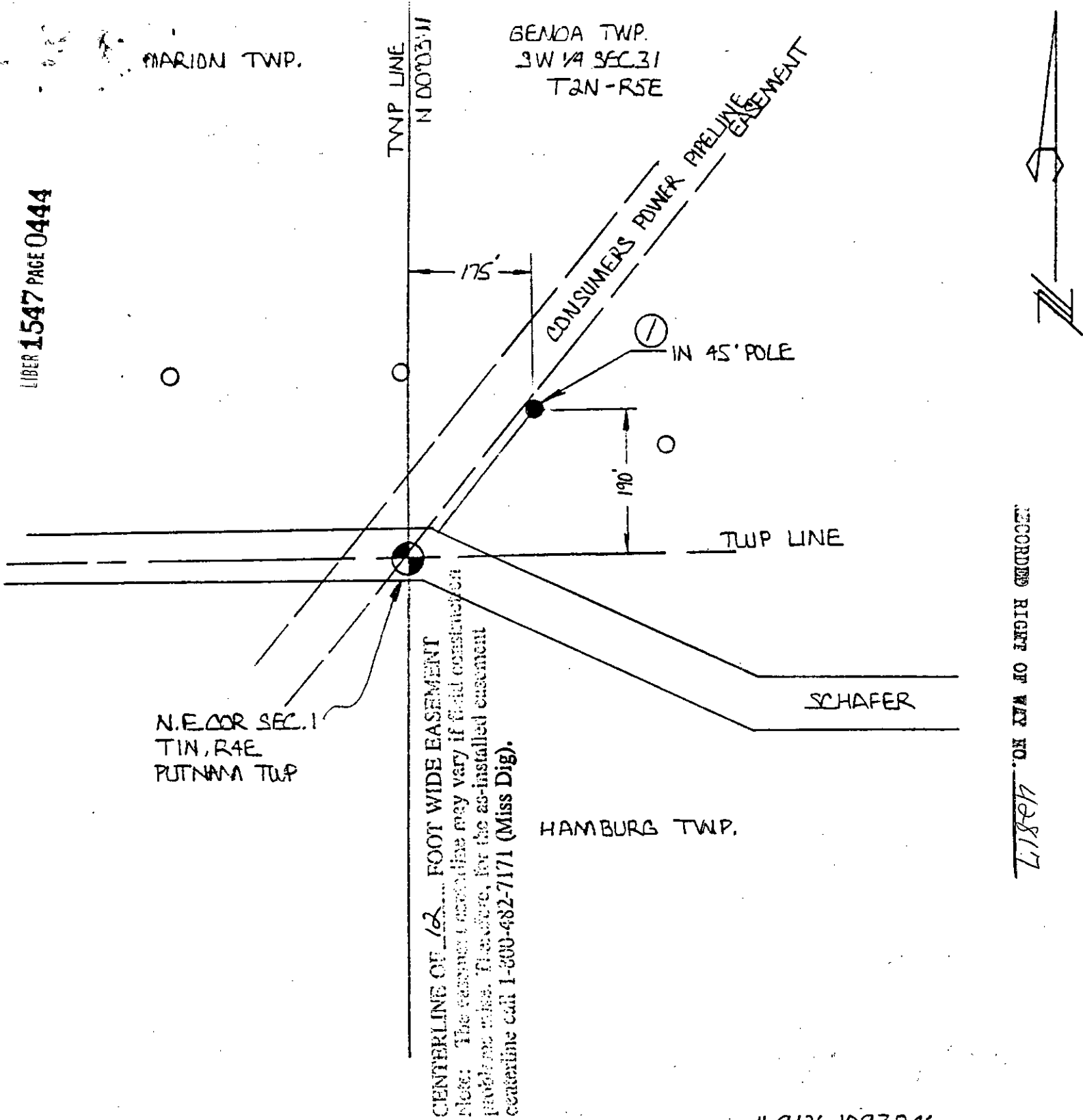
DEPARTMENT OF NATURAL RESOURCES  
FOR THE STATE OF MICHIGAN  
David E. Freed  
David E. Freed, Acting Chief  
Real Estate Division

On this 14th day of January A.D. 19 92 before me a Notary Public in and for said County, personally appeared David E. Freed, Acting Chief, Real Estate Division 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.

June 13, 1993  
My Commission expires \_\_\_\_\_  
Jay A. Schafer  
Jay A. Schafer Notary Public, ~~INGHAM~~ County  
Acting in Ingham County Eaton

MARION TWP.

GENOA TWP.  
3W 1/4 SEC.31  
T2N-R5E



RECORDED RIGHT OF WAY NO. 48817

# 91261093746

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
CITY OR TOWNSHIP <b>GENOA</b>		QTR. & TWP. SECT. NO.	
COUNTY <b>LIVINGSTON</b>		DEPT. ORDER NO.	
MAP SECT. <b>2-112-363</b>	TOWN	RANGE	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>
PROJECT NAME		TEL. ENGR & DIST.	R/W NO. <b>HS R2-4490</b>
CIRCUIT <b>D.C. 301 PICKNEY</b>		PROJ. OR PART NO.	
REASON <b>1350 SCHAFER</b>		O.F.W. S.O. OR P.E. NO.	
PLANNER <b>R. LORENC</b>		SCALE <b>NO SCALE</b>	BUDGET ITEM NO. <b>2MTDA-MAT</b>
			DATE <b>12-20-91</b>

LEGEND	
	FOREIGN POLE
	EXIST D.E. CO. POLE
	PROPOSED POLE
	EXIST ANCHOR
	PROPOSED ANCHOR
	TREE
	120/240 VOLT LINE
	4800 VOLT LINE
	13,200 VOLT LINE
	40,000 VOLT LINE

MARION TWP.

GENOA TWP.  
SW 1/4 SEC. 31  
T2N-R5E

TWP LINE  
N 00°03'31"

CONSUMERS POWER PIPELINE  
EASEMENT

175'

190'

IN 45' POLE

TWP LINE

SCHAFFER

N.E. COR. SEC. 1  
T1N, R4E  
PUTNAM TWP

CENTERLINE OF 12 FOOT WIDE EASEMENT  
Note: The easement centerline may vary if field construction problems arise. Therefore, for the as-installed easement centerline call 1-800-482-7171 (Miss Dig).

HAMBURG TWP.

RIW SECURED  
DEPARTMENT OF NATURAL RESOURCES

RECORDED RIGHT OF WAY NO. 42817

REPORT OF REAL ESTATE AND RIGHTS OF PERMITS TO:  
MAY DEPARTMENT BEY SECURED AS INDICATED  
D.E. GAY  
1/17/92  
DISTRICT  
SHELDON  
5/19/92

# 91261093746

LEGEND	
○	FOREIGN POLE
●	EXIST D.E. CO. POLE
○	PROPOSED POLE
○	EXIST ANCHOR
○	PROPOSED ANCHOR
○	TREE
---	120/240 VOLT LINE
---	4800 VOLT LINE
---	13,200 VOLT LINE
---	40,000 VOLT LINE

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
CITY OR TOWNSHIP <b>GENOA</b>	COUNTY <b>LIVINGSTON</b>	QTR. & TWP. SECT. NO.	DEPT. ORDER NO.
MAP SECT. <b>2-112-368</b>	TOWN <b>PICKNEY</b>	RANGE	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>
PROJECT NAME <b>1350 SCHAFFER</b>	PLANNER <b>R. LORENC</b>	TEL ENGR & DIST.	R/W NO. <b>HS R2-4490</b>
CIRCUIT <b>D.C. 301</b>	REASON <b>1350 SCHAFFER</b>	PLANNER	PROJ. OR PART NO.
SCALE <b>NO SCALE</b>	DATE <b>12-20-91</b>	BUDGET ITEM NO. <b>2MIDA-MAT</b>	O.F.W. S.O. OR P.E. NO.