

EASEMENT TO CONSTRUCT AND MAINTAIN UNDERGROUND ELECTRIC CABLE

FOR AND IN CONSIDERATION OF One Hundred Fifty Dollars and 00/100 (\$150.00)

_____ in hand paid, the receipt of which is hereby acknowledged, the STATE OF MICHIGAN by the DEPARTMENT OF NATURAL RESOURCES 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 Detroit Edison Company a corporation, whose post office address is 600 Grand River, Port Huron, Michigan 48060 and to its successors and assigns the easement and right to lay, construct, maintain, repair, remove, patrol, improve and enlarge underground cables, conduits, wires, conductors, surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults and transformers, together with concrete pads or other supports therefor, and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, in, under, over, through and across the following described parcel of land, including all public highways and upon or adjacent to said land, which land is situate in the township of Clay County of St. Clair and State of Michigan, to wit:

Township 3 North, Range 16 East, Sec. 31, NE $\frac{1}{4}$ fr $\frac{1}{4}$ of NEfr $\frac{1}{4}$ except N 175 feet

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.) and to comply with all provisions of that Act as well as the Soil and Sedimentation Control Act, being Act 347, P.A. 1972 (282.101 et seq. M.C.L.)

RECORDED RIGHT OF WAY NO. 43751

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

(1) The route to be taken by said underground cables, conduits, wires and conductors on, in, under, over, through and across said land being more specifically described as follows; AND, GRANTEE shall work with the Department's authorized field representative to provide appropriate aboveground markers for the underground electric lines:

10 Foot Right of Way

Commencing 760 feet South and 270 feet more or less from the NE corner of Sec. 31, T 3 N, R 16 E at existing overhead distribution line pole; thence underground 270 feet more or less to the East Section line.

MARION SARGENT
CLERK/REGISTER
ST. CLAIR COUNTY
RECEIVED FOR RECORD

1667A000 11/02/92DEED# 9.00
0003

NOV - 2 1992

LIBER 1275 PAGE 77/98 TIME 2:00 PM
Marion Sargent
DEPUTY

1667A000 11/02/92SSRE# 2.00
0003

(2) Said surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults, transformers, transformer pads or other supports, and other fixtures and appurtenances shall be constructed at such locations along said route as may be required.

(3) Grantor hereby agrees that no buildings or other structures will be placed over said facilities and that no buildings or other structures will be placed within such close proximity to any of said facilities as to interfere with or, in the opinion of Grantee, threaten to interfere with the construction, operation or maintenance of said electrical and/or communication facilities.

(4) Grantor covenants and agrees that the average ground elevation within 6 feet of any such cable, conduit, wire, conductor or other underground facility will be maintained at a level not to exceed 12 inches above or 6 inches below the level established at the time of installation of said underground facilities. Grantor further covenants and agrees to maintain the ground surface elevation in an area 4 feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than 3 inches and not more than 6 inches below the base of any transformer mounted on a pad or other support and not more than 6 inches below the top of any subsurface transformer or junction vault.

(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 Timothy Payne, District Wildlife Biologist, District 14, 38980 7 Mile Rd., Livonia, Michigan 48152 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 to the construction and maintenance of said line shall be the property of the Department of Natural Resources and shall be cut and piled or stacked 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 Chief of Real Estate Division this 31st day of August, 19 92.

Signed, Sealed and Delivered in the Presence of:

DEPARTMENT OF NATURAL RESOURCES FOR THE STATE OF MICHIGAN

David A. Yankee
David A. Yankee

Rodney A. Stokes
Rodney A. Stokes
Chief, Real Estate Division

Jay A. Schafer
Jay A. Schafer

STATE OF MICHIGAN

ss.

COUNTY OF INGHAM

On this 31st day of August A.D. 19 92 before me a Notary Public in and for said County, personally appeared Rodney A. Stokes, 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
Acting in Ingham County
Notary Public, Ingham County
Eaton

PREPARED BY: JAY A. SCHAFER
D.N.R., REAL ESTATE DIVISION
BOX 30028
LANSING, MICHIGAN 48909

APPROVED AS TO FORM 10/28/92 DATE
LEGAL DEPARTMENT JMS