

TITLE DATA

CONSUMERS POWER COMPANY

State of Michigan, Department of Conservation **13**

Easement | 10/13/1961 | 11/27/1961 | 187 | 236 |

KIND OF INSTRUMENT | DATE OF INST. | DATE OF RECORD | LIBER | PAGE

151605

ACCOUNT NO. 11.540104

TRACT 266-D114-1

MAP 5

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Gaylord - Emmet Trans. Line

Parcel #57
L-3363
Sheet 7 of 10

STATE OF MICHIGAN
DEPARTMENT OF CONSERVATION

File # 2801

EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE

FOR AND IN CONSIDERATION OF One hundred fourteen and no/100 Dollars (\$114.00)

in hand paid, the receipt of which is hereby acknowledged, the STATE OF MICHIGAN by the DEPARTMENT OF CONSERVATION acting under and pursuant to a resolution adopted by the CONSERVATION COMMISSION at its meeting held on October 13, 1961, 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, whose post office address is 212 W. Michigan Avenue, Jackson, Michigan and to its successors and assigns) the easement and right to erect and maintain an electric transmission line consisting of poles, ~~XXXX~~ 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 maintain same on, over and across the following State-owned land:

Land in the Township of Chandler County of Charlevoix State of Michigan, as follows, to-wit:

The West one-half (W $\frac{1}{2}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section thirty-three (33), Township thirty-three (33) North, Range four (4) West.

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

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

Second party may locate said route on, over and across said above described land, along or adjoining as near as practicable a center line, which said center line is described as beginning on the South line of said Section 33, at a point approx. 500 feet East of the West line of said Section, running thence Northerly to a point approx. 564 feet North of the South line of said Section, at a point approx. 500 feet East of the West line of said Section, running thence Northwesterly to the West line of said Section 33, at a point approx. 1800 feet North of the South line of said Section.

MICHIGAN	Charlevoix	Chandler
STATE	COUNTY	TOWNSHIP
	33	33 N 4 W
MUNICIPALITY	SECTION	TOWN RANGE

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST	JOURNAL ENTRY	DATE	
	\$ 300 23			\$ 300 23					Original Cost (LR 4, Exh 114a-1)
40 Y. Afft. Recorded 1999									

MAPPED AND CHECKED

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GENERAL ENGINEERING MAP REFERENCES

Line Map No. D16428 Sheet 3 of 5 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search YES _____
4. Mortgage Release _____

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(2) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the authorized representative of the Department of Conservation 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 Roger Rasmussen, District Forester, Department of Conservation, Gaylord, Michigan 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 of Conservation before such relocation takes place.

(4) 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.

(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 Grantor 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 of Conservation 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 of Conservation 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 Conservation 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 Conservation Commission has caused this instrument to be executed for the State of Michigan by the Department of Conservation by its Deputy Director, this 16th day of October, 1961.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
R. G. Wood
Bernice Botke
Bernice Botke

DEPARTMENT OF CONSERVATION
FOR THE STATE OF MICHIGAN

[Signature]
Gaylord A. Walker, Deputy Director

STATE OF MICHIGAN }
COUNTY OF INGHAM } ss

On this 16th day of October, A.D. 1961, before me, a Notary Public in and for said County, personally appeared Gaylord A. Walker, Deputy Director of the Department of Conservation 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 Conservation pursuant to authority granted by the Conservation Commission for the State of Michigan, in whose behalf he acts.

[Signature]
My commission expires November 24, 1962 Robert G. Wood, Notary Public, Ingham County, Michigan