tate of Michigan, Department of Conservation	SUMER	5 FOV			VII 7			11		T	RAC	r	27	/6-DI	.14-	<u>.</u>
NAME OF GRANTOR   asement + 10/13/1961 + 11/27/1961 + 187 + 244 +   KIND OF INSTRUMENT DATE OF INST.	ACCOL		. <u> </u>	-n	11	24		14	9		MAI	P	<del></del>	5		
Gaylord - Emmet Trans. Line Parcel #66		MICH				<u> </u>	Che		evoi		1		Che	andl	 er	
L-3363 Sheet 3 of 10		STA					C		TY		18		Т	OWNS 3 N	SHIP	4
DEPARTMENT OF CONSERVATION			MU	NICIP	PALIT	Y					ECTIO	N		) M WN		RAN
EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE		m								$\top$						$\overline{\top}$
EASEMENT TO CONSTRUCT AND MATRIXIN ELECTRIC TRANSMISSION COME	Ш	67 23	40 Y	6 68	285				+							+
FUR AND IN (INSHERATION OF	BALANCE	76	Rec			999										1
by the DEPARTMENT OF CONSERVATION acting under and pursuant to a resolution adopted by the CONSERVATION COMMISSION at its meeting held on <u>October 13</u> . 19 61, and by virtue of the authority conferred by Act No. 10, P.A. 1953, does hereby Convey and Cuit-Claim to <u>Consumers Power Company</u>		<del>-</del>														
does hereby Convey and CuiteLlaim to	RS		_				_									
cation business, together with the right to go upon the land merein destriced and maintain such as, out and actions the following State-owned land:	TRANSFERS															
Land in the Township of <u>Chandler</u> County of <u>Charlevoix</u> , State of Michigan, us follows, to-wit:	TRAI															
The West one-half $(W_2^1)$ of the Southwest one-quarter $(SW_4^1)$ of the Southeast one-quarter $(SE_4^1)$ of Section eighteen (18), Township thirty-three (33) North, Range four (4) West.			++													<u> </u>
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This casement is granted subject to the following regulations and conditions:																
(1) The route to be taken by said line of poles, XCANNEX, structures, wires, cables and conduits across, over and under said land being more specifically described as follows:	S T	148-1														
Second party may locate said route in a Northwesterly and Southeasterly direction on, over and across said above described land, along or adjoining as near as practicable a center	U U															
line, which said center line is described as beginning on the South line of said Section 18 at a point 400 feet East of the North and South $\frac{1}{2}$ line of said Section, running thence	Ш	Exh														
Northwesterly to the North and South $\frac{1}{4}$ line of said Section 18, at a point approx. 280 feet North of the South line of said Section.	S	LLR 4														
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	GENERAL ENGINEERING					
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Plan & Profile	No,	Sheet		of		Sheets
Survey Map N	)	Sheet		of		Sheets

## DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract
- 2. Optations of Tille
- 3. Title Search \_\_\_\_\_YES
- 4. Mortgage Release

## CONSUMERS POWER COMPANY

ACCOUNT NO.\_\_\_\_\_

TRACT 276-D114-1 CONTINUED

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	(2) Grantie, its successors or assigns by the acceptance of this instrument, agrees to notify the author- ized representative of the Department of Conservation prior to commencing operations under this essement, so that the Department shall be properly notified as to the time and place that such operations shall begin on the State-owned land berein described. Said Department representative is <u>Roger Resmussion</u> , 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 essement will be made only upon approval of the Department of Conservation before such renocation takes place.		
	(4) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easements, per- min, 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 time 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 here- under 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 authorised 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 negli- gent 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 <u>16th</u> day of <u>October</u> <sup>19</sup> 61.		
	Signed, Sealed and Delivered DEPARTMENT OF CONSERVATION WITH in the Presence of: POR THE STATE OF MICHIGAN		
	R. G. Wood Betke Sylord Will		
	Bernice Botke Gaylord A. Walker, Deputy Director		
	COUNTY OF INGHAM		
	On this <u>16th</u> day of <u>October</u> , A. D. 19 <sup>61</sup> , before me, a Notary Public in and for said County, personally appeared <u>Gaylord A. Walker</u> 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.		
	My commission expires Novamber 24, 1962 Robert G. Wood, Notary Public, Ingham County, Michigan	· ·	
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