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Rondo - Riggsville Farcel No. 15A & 15C L-3315 Sheet 1 of 2		MICHIGAN Cheboy STATE CO	gan	I	Ellis	P
STATE OF MICHIGAN DEPARTMENT OF CONSERVATION		MUNICIPALITY		6 CTION	T 34 N 1 TOWN	R 2 RANG
Image: Construct and maintain electric transmission line Image: Construct and maintain electric transmission line Image: Construct and maintain electric transmission electric transmissi electric transmission electre electric transm	TRANSFERS BALANCE					
Chirog-rour (34) Horen, Hange two (2) west.	AMOUNT	\$ 354 324				
This correct is granted subject to the following regulations and conditions: (1) The route to be taken by said line of poles, comake, structures, vires, cables and conduits across, over and under and 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 beg, in Consumerb Power Company's present existing electric transmission line, at a point approx. 557 feet North of the East and West $\frac{1}{4}$ line of Section 6, T34N, RZW, at a point approx. 200 ft. E of the W line of said Section, running thence Northwesterly to a point approx. 253 feet West of the East line of Sec. 1, T34N, R3W, at a point approx. 814 feet North of the East and West $\frac{1}{4}$ line of sd. Sec. 1, run. thence Northeesterly to intersect said Consumers Power Company's present existing electric transmission line, at a point approx. 200 feet West of the West line of Sec. 6, T34N, RZW, at a point approx. 95 ft. South of the North Hand of said Sec. 6, T34N, RZW, at a point approx. 95 ft. South of the North Hand of said Sec. 6, T34N, RZW, at a point approx. 95 ft. South of the North Hand of said Sec. 6,	ITEMS OF COST	Driginal Cost (See LR-4, Vol. 1-B, Exhibit XVIII & Vol. 1-C, Schedule C-1, Working Papers.) (Tract 237.1-D35)				
	JOURNAL	2002		_		
	DATE	May 1964			7	-

GENERAL ENGINEERING MAP REFERENCES,

Line Map No.	Sheet	of	Sheets
Plan & Profile No. 15047A	Sheet 4&5	of	Sheets
Survey Map No	Sheet	of	Sheets

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DOCUMENTS FILED WITH DRIGINAL INSTRUMENTS

1.	Abstract	**************************************	

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- 4. Mortgage Helesse

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CONSUMERS POWER COMPANY

ACCOUNT NO.____

TRACT_ 237.1-D85-3 CONTINUED

MAP____

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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 assement, 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 <u>Edmund Ecker</u>, <u>District Forester</u>, <u>Department</u> of Conservation, Indian Piver, Michigan or his successor.

(3) Grantes, its auccessors 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 relocation takes place.

(4) Grantee, its successors or assigns, accepts this easemant 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 hasardows to the construction, operation and mintenance 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 suthorized field representative.

(1) Grantee, its successors or sssigns, 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 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 megligent 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 alsoh and forest growth cut, resulting from operations under this essement, 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 asid 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 prime facie title to same, to release and Quit-claim all rights secured hereby on asid 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>17th</u> day of <u>January</u>. <u>1961</u>.

DEPARTMENT OF CONSERVATION FOR THE STATE OF MICHIGAN

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Deputy Director Gaylord A. Walker,

COUNTY OF INCHAM

On this <u>17th</u> day of <u>January</u>, A.n. 19<u>61</u>, 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 exknowledged the same to be his 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.

7 Enterit auchand

My commission expires November 24, 1962

Robert G. Wood, Notary Public, Ingham County, Michigan

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