

13

**TITLE DATA**  
 George Forsyth and Helen Forsyth, his wife;  
 Fred C. Hohner and Bethel Hohner, his wife  
 NAME OF GRANTOR  
 easement 15-7-1959 16-5-1959 200 205 162800  
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. W. 540104

MAP 4

Riggaville - Calcite Parcel No. 12711  
 Recorded \_\_\_\_\_ day of \_\_\_\_\_  
 A.D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
 Liber. \_\_\_\_\_ Page \_\_\_\_\_  
 Register of Deeds

MICHIGAN Cheboygan Grant  
 STATE COUNTY TOWNSHIP  
 10 & 15 T 36 N R 1 E  
 MUNICIPALITY SECTION TOWN RANGE

*PPK work*

**RIGHT OF WAY**

George Forsyth and Helen Forsyth, his wife and in her own right; Fred C. Hohner and Bethel Hohner, his wife and in her own right. In consideration of One Dollar (\$1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of ~~wires~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situated in the Township of Grant, County of Cheboygan, and State of Michigan, to-wit:

The Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section ten (10) and the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section fifteen (15), Township thirty-six (36) North, Range one (1) East.

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate sd. route on, over and across sd. above desc. land along or adjoining as near as practicable a line, which sd. line is desc. as beg. at a point not more than 2200 ft., nor less than 1600 ft., East of the West line of Sec. 9, Township 36 North, Range 1 East, at a point not more than 2000 ft., nor less than 1400 ft., North of the South line of sd. Sec., run. th. Southeasterly to a point not more than 250 ft. South of the North line of Sec. 15 of sd. Twp. at a point not more than 800 ft., nor less than 600 ft., West of the East line of sd. Sec. 15, run. th. Southeasterly to a point not more than 200 ft. West of the North and South quarter line of Sec. 14 of sd. Twp. at a point not more than 350 ft., nor less than 150 ft. North of the East and West quarter line of sd. Sec. 14.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, patrolling, improving, enlarging and maintaining such cables, conduits and ~~wires~~ poles and other supports, with all necessary braces, guys, anchors manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized. Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand and seal of the parties of the first part, this 7th day of May 1959.

Signed, Sealed and Delivered in Presence of

<i>James F. Miller</i> James F. Miller	<i>George Forsyth</i> George Forsyth (L.S.)
<i>Marian Clippard</i> Marian Clippard	<i>Helen Forsyth</i> Helen Forsyth (L.S.)
<i>James F. Miller</i> James F. Miller	<i>Fred C. Hohner</i> Fred C. Hohner (L.S.)
<i>Marian Clippard</i> Marian Clippard	<i>Bethel Hohner</i> Bethel Hohner (L.S.)

STATE OF MICHIGAN )  
 ) ss. On this 7th day of May 1959.  
 County of Missaukee ) Michigan, acting in Cheboygan County, personally appeared

George Forsyth and Helen Forsyth

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

*James F. Miller*  
James F. Miller  
Notary Public, Cheboygan Co., Mich.  
My commission expires May 6, 1961

BALANCE		TRANSFERS		AMOUNT		ITEMS OF COST		JOURNAL ENTRY		DATE	
\$	762 73			\$	762 73	Original Cost (See Vol IR4, Exhibit 103a-3, Working Papers)	581	581	Dec 1960		
	843 68				80 05	Original Cost (See Vol IR4, Exh. 103a-4, Working Papers)	581	581	Dec 1961		
									May 1962		
									Oct 1962		

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-163-4 Sheet 3 of 7 Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet of Sheets  
Survey Map No. \_\_\_\_\_ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Opinions of \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_



40.

(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 A. K. Braidwood, District Forester, Department of Conservation, Onaway, 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 11th day of July, 1960.

Signed, Sealed and Delivered  
in the Presence of:  
[Signature]  
R. G. Wood  
[Signature]  
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 11th day of July, A.D. 19 60, 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.

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