File #4086

## EASEMENT FOR ELECTRIC LINE

1.8

WEYERHAEUSER COMPANY, Tacoma Washington 98477, Grantor, for good and valuable consideration to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to enter upon the land hereinafter described and to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric transmission and distribution facilities consisting of one line of towers, pole structures, poles, or any combination of same, with wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices in, over and across said land, including all public highways upon or adjacent to said land, which land is in the Township of Beaver Creek, County of Crawford and State of Michigan, and described as:

The East 110 feet of the West 240 feet of the East 1/2 of Section 5, Township 25 North, Range 3 West excepting therefrom the North 500 feet thereof.

Said line of towers, pole structures or poles is to be located in, over and across said land on a center line described as:

In a Northerly and Southerly direction not more than 170 feet nor less than 130 feet East of the North and South 1/4 line of Section 5, Township 25 North, Range 3 West.

Grantee agrees to indemnify and hold harmless the Grantor from any and all injury or damage to any person or property resulting from Grantee's use or actions on or about the premises.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush now or hereafter standing or growing on the land of Grantor described in this easement within 45 feet on each side of the center line of said line of towers, pole structures or poles, and (2) all trees in excess of 40 feet in height on the land of Grantor described in this easement within 90 feet on each side of the center line of said line of towers, pole structures or poles. The complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future, and Grantee may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid.

Grantor agrees that, for the protection of said facilities, no buildings or other structures will be placed within 36 feet on each side of the center line of said line of towers, pole structures or poles. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of said facilities.

This easement shall expire automatically without notice upon the failure of Grantee to utilize the easement for the purposes herein granted for a period of one year.

ES049230.DEB

|      |         | Where | app1: | icabl | e, p | pronouns | and | relative | words | used | herein | shall | be | read |
|------|---------|-------|-------|-------|------|----------|-----|----------|-------|------|--------|-------|----|------|
| as j | plural, | femi  | nine  | or ne | ute  | r.       |     |          |       |      |        |       |    |      |

| •  |
|--|
| IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this $3rd$ day of $992$ . |
| WITNESSES:   |
| Michele Kennedy  Michele Kennedy  Michele Kennedy  |
| Sammy R. Johnson By / Months titley  |
| Tammy L Johnson Thomas M Luthy, Vice President, EFP  |
| STATE OF WH SS.  |
| The foregoing instrument was acknowledged before me this 3 day of  |
| June, 1992, by Thomas M. Lutty, of   |
| WEYERHAEUSER COMPANY, a WASHINGTON corporation, on behalf of the corporation.  |
| Lunda S. Sudal   |
| Notary Public King County, WH  |
| My Commission Expires 2-19-95  |

STATE OF MICHIGAN COUNTY OF CRAWFORD

PREPARED BY D.E. BARTH CONSUMERS POWER COMPANY 212 WEST MICHIGAN AVENUE JACKSONS MICHIGAN 49201 FILED FOR RECORD THIS

23-00AY OF July 99AT

10:34

PAGE 345

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Register of Deeds

| easement and right given by the undersigned to Consumers Power Company and dated Mine + 3, 1992, and also in full and satisfactory payment for the right to cut, trim, remove, destroy or otherwise control trees and brush on said land within the areas described in said instrument. Said land is located in the Township of Beaver Creek, Crawford County, Michigan and described as follows: |
|---|
| The East 110 feet of the West 240 feet of the East 1/2 of Section 5,  |
| Township 25 North Range 3 West excepting therefrom the North 500 feet thereof.  |
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| witnesses: weyerhaeuser company   |
| By Rome He Doremus  |
|   |
| Ponnie IK Toremus   |
| yan d. Morgenslern  |
| STATE OF MICHIGAN )   |

Acting in

My Commission Expires

day

Notary Public County, Michigan

County, Michigan

COUNTY OF

Form 276 3-83

Crawford County T25N, R3W, Sec 5 ES

| Parcel No. |      |  |
|------------|------|--|
| File No.   | 4086 |  |
| WO No.     | 5143 |  |
|            |      |  |

## SPECIAL CONSIDERATIONS AND AGREEMENTS (Not Recited in Easement)

|       | GRANTOR                    | WEYERHAEUS            | ER COMPANY                   |      | · · · · · · · · · · · · · · · · · · ·     |
|-------|----------------------------|-----------------------|------------------------------|------|---|
|       |                            | Tacoma, Wa            | shington, 9                  | 8477 |   |
|       |                            |                       |                              |      | <br>-                                     |
| dated | TION TO BE                 | PAID FOR RIGI         |                              |      | s granted by easement s done on the land. |
| •     | EASEMENT CO<br>DAMAGE CONS | NSIDERATION IDERATION | \$ <u>9.626.50</u><br>\$ -0- |      |   |

2. AGREEMENTS PERTAINING TO THE CONSTRUCTION OF THE LINE

- 3. AGREEMENTS PERTAINING TO CLEARING OF RIGHT OF WAY
  - A. Trees to be cut into saw log lengths-stacked on property
  - B. Brush to be windrowed (stacked in piles along R/W separate from logs) or burned on property
  - C. Said Saw Logs to remain the property of the Grantor.

| Grantor hereby accepts and approves the above. |                         |
|--|-------------------------|
| * Thomas fur Lilly                             |                         |
| , , ,  | CONSUMERS POWER COMPANY |
|  | By hart by Fieldman     |
|  | Date June 10, 1992      |
|  | /)                      |

Grayling Structurwood® 4111 East Four Mile Road Grayling, Michigan 49738 Tel (517) 348 2881

June 10, 1992

Consumers Power Company 212 West Michigan Avenue Jackson, MI 49201

Attention: Charles Duffield - JSC-200

Dear Mr. Duffield,

Subject: Addendum To Special Considerations And Agreements

Document Pertaining To Purchase Of Right Of Way.

Section 3 - Agreements Pertaining To Clearing Of Right

Of Way.

On said document, section 3 should read as follows:

- A. Trees to be cut into 100" lengths or whole-tree chipped as directed by Grantor.
- B. All brush and tops to be whole-tree chipped.

C. Said saw logs to remain the property of the

Grantor.

H. Rodger Anger

General Manager

WEYERHAEUSER COMPANY

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