

File #4086

EASEMENT FOR ELECTRIC LINE

7.8

#7B

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.





Crawford County  
T25N, R3W, Sec 5  
E 1/2

Parcel No. \_\_\_\_\_  
File No. 4086  
WO No. 5143

SPECIAL CONSIDERATIONS AND AGREEMENTS  
(Not Recited in Easement)

GRANTOR WEYERHAEUSER COMPANY  
Tacoma, Washington, 98477

1. COMPENSATION TO BE PAID FOR RIGHT OF WAY upon exercise of the rights granted by easement dated June 10 3, 1992, and before any construction work is done on the land.

EASEMENT CONSIDERATION	\$ <u>9,626.50</u>	
DAMAGE CONSIDERATION	\$ <u>-0-</u>	
TOTAL		\$ <u>9,626.50</u>

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 M. Kelly  
\_\_\_\_\_

CONSUMERS POWER COMPANY  
By [Signature]  
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

