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STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES

**EASEMENT TO CONSTRUCT AND MAINTAIN
ELECTRIC TRANSMISSION LINE**

LIBER 391 PAGE 428

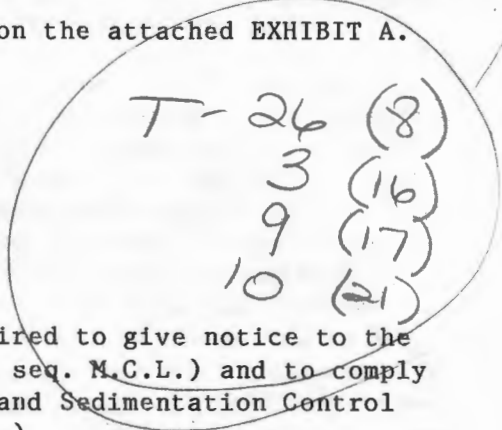
FOR AND IN CONSIDERATION OF Fifty-two Thousand Dollars and 00/100 (\$52,000.00)

_____ in hand paid, the receipt of which is hereby acknowledged, the STATE OF MICHIGAN by the DEPARTMENT OF NATURAL RESOURCES (hereinafter referred to as "Department") acting under authority of the NATURAL RESOURCES COMMISSION, and by virtue of the authority conferred by Act No. 10, P.A. 1953, does hereby Convey and Quit-Claim to Consumers Power Company

_____ a corporation (hereinafter referred to as "Grantee"), whose post office address is 212 W. Michigan Avenue, Jackson, Michigan 49201 and to its successors and assigns, the easement and right to erect and maintain an electric transmission line consisting of poles, towers, structures, wires, cables and conduits, together with anchors, guy wires and other appurtenances and fixtures necessary for the purpose of transmitting and distributing electricity and/or conducting a communication business, together with the right to go upon the land herein described and maintained same on, over and across the following State-owned land:

Land in the Township of Beaver Crk & Grayling County of Crawford, State of Michigan, as follows, to wit:

A 90-foot right of way across the land as indicated on the attached EXHIBIT A.



Before any construction may proceed, Grantee is required to give notice to the public utilities under Act 53, P.A. 1974 (460.701 et seq. M.C.L.) and to comply with all provisions of that Act as well as the Soil and Sedimentation Control Act, being Act 347, P.A. 1972 (282.101 et seq. M.C.L.)

R 34293

This easement is granted subject to the following regulations and conditions:

(1) The route to be taken by said line of poles, towers, structures, wires, cables and conduits across, over and under said land being more specifically described as follows:

A 90-foot right of way, the route of which is indicated on the attached EXHIBIT A.

Also subject to Special Conditions as outlined on attached EXHIBIT C, Pages 1 and 2.

STATE OF MICHIGAN
CRAWFORD COUNTY
RECORDED

21 MAR 95 10:28 A.M.

ELIZABETH H. WIELAND
REGISTER OF DEEDS

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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 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 Jim McMillan, Grayling Forest Area, 1995 N. I-75, business loop, Grayling, MI 49735, 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 before such relocation takes place.

(4) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easement, 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 90 feet wide, being 45 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 Department 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 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 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 Natural Resources 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 Department of Natural Resources by authority of the Natural Resources Commission has caused this instrument to be executed for the State of Michigan by its Chief of Real Estate Division this 9th day of June 19 94.

Signed, Sealed and Delivered
in the Presence of:

DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN

Walter Linn

David A. Yankee

Rodney A. Stokes
Chief, Real Estate Division

STATE OF MICHIGAN }
COUNTY OF INGHAM } . ss.

On this 9th day of June A.D. 19 94 before me, a Notary Public in and for said county, personally appeared Rodney A. Stokes, Chief, Real Estate Division of the Department of Natural Resources 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 Natural Resources pursuant to authority granted by the Natural Resources Commission for the State of Michigan, in whose behalf he acts.

May 24, 1997

My commission expires

Walter Linn

Notary Public, Ingham County

Acting in Ingham County

Eaton

LIBER 391 PAGE 429

File #4086

LAND

Township 25 North, Range 3 West

- Parcel A Section 8: NW 1/4 of the NE 1/4; S 1/2 of the SE 1/4 of the NW 1/4 and NE 1/4 of the NW 1/4.
- Parcel B Section 17: E 1/2, except the S 1/2 of the SE 1/4.
- Parcel C Section 16: NW 1/4 of the SW 1/4 and SW 1/4 of the SW 1/4.
- Section 21: NW 1/4 of the NW 1/4 and SW 1/4 of the NW 1/4.

ROUTE

- Parcel A Commence at the North 1/4 corner of Section 8, Township 25 North, Range 3 West; run thence South 89° 45' 26" East, 153.88 feet along the North line of said Section 8 to the point of beginning of this description; thence South 01° 23' 15" West, 103.64 feet; thence South 01° 36' 18" West, 1097.0 feet; thence South 48° 32' 16" West, 165.03 feet; thence South 01° 36' 18" West, 5.58 feet to the North 1/8 line of said Section and the point of ending.
- Parcel B Commence at the North 1/4 corner of Section 17, Township 25 North, Range 3 West; run thence South 89° 47' 41" East 68.46 feet along the North line of said Section 17 to the point of beginning of this description; thence South 01° 15' 46" West 158.51 feet; thence South 37° 24' 40" East 4086.16 feet to the East line of said Section 17 and the point of ending.
- Parcel C Commence at the West 1/4 corner of Section 16, Township 25 North, Range 3 West; run thence South 01° 32' 36" West 767.53 feet along the West line of said Section 16 to the point of beginning of this description; thence South 37° 24' 40" East, 256.00 feet; thence South 01° 22' 23" West 1657.2 feet to the South line of said Section 16; thence continuing South 01° 22' 23" West, 2327.2 feet; thence South 23° 26' 43" West, 328.24 feet to the East and West 1/4 line of Section 21 and the point of ending.

File #4087

LAND

Township 26 North, Range 3 West

- Section 32: SW 1/4 of the SE 1/4.

ROUTE

Commence at the South 1/4 corner of Section 32, Township 26 North, Range 3 West; run thence East 445.0 feet along the South line of said Section 32 to the point of beginning of this description; thence North 260.3 feet; thence North 89° 59' 14" West, 338.14 feet to an existing 46 kV transmission line and the point of ending.

File #4088

LAND

Township 25 North, Range 3 West

- Section 5: W 130 feet of the NW 1/4 of the NE 1/4.

ROUTE

Commence at the North 1/4 corner of Section 5, Township 25 North, Range 3 West; run thence East 130.03 feet along the North line of said Section 5; thence South 01° 16' 51" West, 95.02 feet to the point of beginning of this description; thence West 25.69 feet to an existing 46 kV transmission line and the point of ending.

File #4089

LAND

Township 25 North, Range 3 West

- Section 5: W 130 feet of the NW 1/4 of the NE 1/4 and the W 130 feet of the SW 1/4 of the NE 1/4.

ROUTE

Commence at the North 1/4 corner of Section 5, Township 25 North, Range 3 West; run thence East 130.03 feet along the North line of said Section 5; thence South 01° 16' 51" West, 145.03 feet to the point of beginning of this description; thence West 84.45 feet; thence South 01° 23' 51" West, 2032.0 feet; thence South 88° 36' 09" East, 60 feet to an existing 46 kV transmission line and the point of ending.

Special Right-Of-Way Construction, Restoration and Maintenance Conditions:

1. **VEGETATIONAL RESTORATION:** Vegetational restoration of the cleared right-of-way must be completed by the Grantee, its successors or assigns, to the specification of the Grantor's representative(s). Such vegetational restoration may include but not be limited to wildlife food plots and tree and shrub plantings. All topsoil will be saved and stockpiled during construction. After construction, it will then be evenly distributed over the area to be revegetated.
2. **BLOCKING VEHICULAR ACCESS:** The Grantee, its successors or assigns shall block vehicular access to right-of-way at locations designated by the Grantor's representative. Stump type vehicle barriers or other type(s) of vehicle barriers as specified by the Grantor's representative shall be installed. Such barriers are to be installed and maintained by the Grantee for the duration of the easement. Ineffective vehicular barriers shall be repaired promptly by the Grantee, its successors, or assigns.
3. **SIGNS:** The Grantee, its successors or assigns, shall place and maintain Caution and/or Stop signs near the vehicular barrier locations. Sign placement shall be as determined by the Grantor's representative.
4. **FOREST ROAD CROSSINGS:** The Grantee, its successors or assigns shall ensure that the Grantor's or its assign's use of existing forest roads and recreational trails crossing the right-of-way will not be altered or adversely affected by this easement. This shall include, but not be limited to, use of heavy equipment for the harvesting and transportation of timber products. These roads and trails shall remain open and useable both during and after construction.
5. **FOREST ROAD RESTORATION:** Forest roads used by the Grantee or its assigns during construction shall be left in as good or better condition after construction as they were before construction activity commenced.
6. **FOREST ROAD AND TRAIL DEVELOPMENT:** The Grantor retains its right to develop, use and maintain new forest roads and new recreational trails which may be adjacent to and/or cross the right-of-way.
7. **TIMBER:** The Grantee, its successors or assigns, shall make a concerted attempt to salvage and utilize the timber removed from the right of way.
8. **VEGETATION DISPOSAL:** Tree tops, branches, roots, and other vegetational debris generated during construction shall be disposed of to the specification of the Grantor's representative.
9. **SOIL EROSION PREVENTION/MITIGATION:** Extreme care must be taken by the Grantee, its successors or assigns during and after construction to prevent any soil erosion. Any soil erosion occurrence during the life of this easement must be corrected immediately by the Grantee, its successors or assigns.

10. **CONSTRUCTION TIME LIMIT:** No construction will take place on the portion of the right-of-way located across the SW $\frac{1}{4}$ of Section 16, T25N, R03W, from December 15 through April 1.
11. **ORV TRAIL CONDITIONS:**
 - A. Where the right-of-way intersects the designated ORV trail, the trail must be kept clear of brush, soil, tree tops, and other debris and must remain safely passable at all times by trail users.
 - B. Caution signs must be posted by the Grantee at each trail and right-of-way intersection for the duration of construction activities.
 - C. During construction and maintenance of the right-of-way and the transmission lines, it is the responsibility of the Grantee to ensure safety precautions are taken when working around all trail and road intersections including the ORV trail intersections.