

Temp 13

EMMET TO RIGGSVILLE - McHILPIN 138KV  
 File #3698  
 STATE OF MICHIGAN L-5175b  
 DEPARTMENT OF NATURAL RESOURCES (Revised) P. 27-79  
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EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE  
 FOR AND IN CONSIDERATION OF One Thousand, Nine Hundred and Eighty-four Dollars  
 (\$1,984.00) 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 West Michigan Avenue, Jackson, Michigan 49201  
 and to its successors and assigns, the easement and right to erect and maintain an electric transmission line consist-  
 ing of poles, ~~xxxxxx~~ structures, wires, cables and conduits, together with anchors, guywires and other appurten-  
 ances and fixtures necessary for the purpose of transmitting and distributing electricity and/or conducting a communi-  
 cation business, together with the right to go upon the land herein described and maintain same on, over and across the  
 following State-owned land:

Land in the Township of Pleasantview County of Emmet State of Michigan,  
 as follows, to-wit:  
 Township 36 North, Range 5 West  
 Section 23: S  $\frac{3}{4}$  of W  $\frac{1}{2}$  of E  $\frac{1}{2}$  &  
 E  $\frac{1}{2}$  of SW  $\frac{1}{4}$

State of Michigan Recorded 9th Day of  
 County of Emmet Dec A.D. 1975 At 1:30  
 Julia E. Beer  
 REGISTER OF DEEDS

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

(1) The route to be taken by said line of poles, ~~xxxxxx~~ structures, wires, cables and conduits across, over  
 and under said land being more specifically described as follows:  
 Beg. on the N 1/8 line of Sec. 23, T36N, R5W, at a point 1863 ft. W of the E line of sd. Sec., th.  
 S'ly alg. and parallel with the E line of sd. Sec. 627 ft. to a point 1948 ft. S of the N line  
 of sd. Sec., th. SW'ly 3369 ft. to a point 2751 ft. W of the E line of said Sec., at a point 92  
 ft. N of the S line of sd. Sec., th. S'ly alg. and parallel with the E line of sd. Sec. 92 ft. to  
 the S line of sd. Sec.

(2) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the author-  
 ized 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 Edmund J. Ecker, Area Forester, DNR Field Office,  
Indian River, Michigan 49749 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 easements, per-  
 mits, 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, plus danger trees over 40 ft. in height  
 within 80 ft. each side of ctr. line.

(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.

(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 negli-  
 gent 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 con-  
 sidered 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 ~~xxxxxx~~ Chief this 20th day of November  
1975. Bureau Chief

WITNESSES to signature of ~~xxxxxx~~ Bureau  
~~xxxxxx~~ Chief:  
Marian Lindley  
Jay A. Schafer  
 Jay A. Schafer

DEPARTMENT OF NATURAL RESOURCES  
 FOR THE STATE OF MICHIGAN  
Robert D. Burke  
 Robert D. Burke  
 Bureau Chief, Administration

STATE OF MICHIGAN }  
 COUNTY OF INGHAM } ss

On this Twentieth day of November A.D. 1975, before me, a Notary Public in and for  
 said County, personally appeared Robert D. Burke, Bureau Chief ~~xxxxxx~~ 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.

My commission expires November 16, 1977  
 R-6531  
 4/70 PREPARED BY M. W. PERSWEN, CONSUMERS POWER CO.  
 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

Jay A. Schafer  
 Jay A. Schafer, Eaton County acting in  
 Ingham County Notary Public, ~~xxxxxx~~ Michigan  
 Returns to: Louise Bickel 212 W. Michigan Ave

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MAPPED  
 AND  
 CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. F-17781 Sheet 2 of 6 Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

1. Abstract \_\_\_\_\_
2. Editions of Title \_\_\_\_\_
3. Field Search \_\_\_\_\_
4. Mortgage Release \_\_\_\_\_
5. Fee Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_