

13

TITLE DATA

State of Michigan - Department of Natural Resources

MICHIGAN

Emmet

Center

CONSUMERS POWER CO.

Easement 12-9-74 10-17-75 261 908

NAME OF GRANTOR

MUNICIPALITY

SECTION 35 TOWN 37N RANGE 5W

TRACT 463-D85-3

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

MAP 13



File #3698 EMMET TO RIGGSVILLE-McGULPIN 1384V

STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES

L-5146c

Plat #72

LIBER 261 PAGE 908

EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE

FOR AND IN CONSIDERATION OF One Thousand, Nine Hundred and Twenty Dollars (\$1,920.00)

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 consisting of poles, 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 maintain same on, over and across the following State-owned land:

Land in the Township of Center County of Emmet State of Michigan, as follows, to-wit:

Township 37 North, Range 5 West, Section 35: The E 1/2 of the NE 1/4 and the E 3/4 of the N 1/2 of the SE 1/4.

Recorded 17th Oct A.D. 1975 at 11:15 Frank J. Behan 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, structures, wires, cables and conduits across, over and under said land being more specifically described as follows:

Beg. on the N line of Sec. 35, T 37 N, R 5 W, at a point 1298 ft. W of the E line of sd. Sec., th. S'y alg, parallel with and 1298 ft. W of the E line of sd. Sec. 18 ft., th. S'y to the S 1/8 line of sd. Sec., at a point 1300 ft., more or less, W of the E line of sd. Sec.

(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 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, permits, licenses 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. Also, all 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.

(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 Director, this 9th day of December 1974.

WITNESSES to signature of Linda N. Thompson Acting Director

DEPARTMENT OF NATURAL RESOURCES FOR THE STATE OF MICHIGAN

Linda N. Thompson Jay A. Schafer

David H. Jenkins Acting Director

STATE OF MICHIGAN COUNTY OF INGHAM

On this 9th day of December A.D. 1974, before me, a Notary Public in and for said County, personally appeared David H. Jenkins, Acting Director 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 8-6531 770 PREPARED BY M. M. PEDERSEN, CONSUMERS POWER CO. 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

Jay A. Schafer, Eaton County acting in Ingham County, Notary Public, Michigan

MAPPED AND CHECKED

LIBER 261 PAGE 908

INDEXED

RETURN TO LAND & EST. DIV. CONSUMERS POWER COMPANY 1915 W. FERRIS ROAD JACKSON, MICHIGAN 49201

ENGINEERING MAP REFERENCES
Plan & Profile No. F-17781 Sheet 3 of 6 Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____