

TITLE DATA

MICHIGAN STATE

Emmet & Mackinac COUNTY

Wawatam & Moran TOWNSHIP

CONSUMERS POWER CO.

State of Michigan, DNR #5522

Easement NAME OF GRANTOR 5-2-90 18-7-90 1329 674 MUNICIPALITY Partition Plat of Private Claim No. 1, Moran Twp, Mackinac Co SECTION TOWN RANGE MAP 19-40, 19 5-92

MCGULPIN PT TERMINUS & MCGULPIN-MCGULPIN PT 46 kv to 138 kv Trans Line

STATE OF MICHIGAN EMMET COUNTY RECORDED LIBERO 4 3 1 PAGE 9 4 8 1990 JUL 27 PM 12: 18 LIBER 329 674 L-7459 (Page 1 of 2) File #2487 STATE OF MICHIGAN DEPARTMENT OF NATURAL RESOURCES

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EASEMENT TO CONSTRUCT AND MAINTAIN TWO ELECTRIC SUBMARINE CABLE LINES AND A TELEPHONE CABLE

FOR AND CONSIDERATION OF Thirty-Six Thousand Five Hundred Eighty-four Dollars (\$36,584.00) in hand paid, the receipt of which is hereby acknowledged, the STATE OF MICHIGAN by the DEPARTMENT OF NATURAL RESOURCES acting under authority of the NATURAL RESOURCES COMMISSION, and by virtue of the authority conferred by Act No. 10, P. A. 1953, as amended, does hereby Convey and Quit-Claim to EDISON SAULT ELECTRIC COMPANY, a corporation, whose post office address is 725 East Portage Avenue, Sault Ste. Marie, Michigan 49783 and Consumers Power Company, Jackson, Michigan 49201 and to their successors and assigns the easement and right to maintain an electric submarine cable together with proper protective equipment for the purpose of providing electric service, together with the right to go upon the lands herein described and maintain, replace and remove said cable on, over and across the following state-owned lands:

Great Lakes Bottomlands across the Straits of Mackinac in both Moran Township, Mackinac County and Wawatam Township, Emmet County in the State of Michigan being a 400 foot right of way 200 feet each side of the following described centerline.

Commencing at the SE corner of Sec. 10, T39N, R4W, Wawatam Township, Emmet County, Michigan; thence N 3°52'31" E along the East line of said section, 1186.93 ft; thence N 84°17'26" W 1222.30 ft; thence N 1°49'56" E 763.24 ft; thence N 27°31'49" W 154.38 ft, to the centerline of the proposed cable termination structure; thence N 27°14'01" W 190.97 ft, to the shore of Lake Michigan and the point of beginning; thence continuing N 27°14'01" W 1487.83 ft; thence N 17°57'09" E 15967.05 ft; thence N 34°36'03" E 2869.10 ft; to the shore of Lake Michigan and the Point of Ending; thence continuing N 34°36'03" E 149.23 ft; thence N 89°22'52" E 623.58 ft; to the centerline of the proposed cable termination structure, thence N 7°34'58" E 708.38 ft; thence N 38°25'41" E 259.55 ft; thence N 0°52'50" E 389.01 ft; to the northeast corner of Lot 17, Partition Plat of Private Claim No. 1, Moran Township, Mackinac County, Michigan. Bearings are based on a survey done by J. D. Graham on June 25, 1975.

Also granting the right to allow Michigan Bell Telephone Company of Detroit, Michigan 48226 the right to construct a telephone cable westerly of the west electric cable within said 400 foot right of way.

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

- (1) The route to be taken by said cable over and under said land being more specifically described as parallel to and as near as practicable to the center line of the above-described land.
(2) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the authorized representative of the Department of Natural Resources 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.
(3) Grantee shall perform all construction activities including checking filling, pipe laying and other constructions work in accordance with Permit Number 89-05-0440.
(4) 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 of Natural Resources before such relocation takes place.

(5) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easements, permits, licenses, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted to said land.

(6) Grantee hereby agrees that it will comply with the requirements of the United States Coast Guard and the Army Corps of Engineers and secure the necessary permits from all governmental authorities, Federal or State, prior to the exercise of the rights under this easement.

(7) In case the said easement hereby conveyed shall not be used by Second Party, its successors and assigns, for a period of three (3) 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.

(8) It is expressly understood that the Grantee shall not assign this easement or any portion thereof 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.

(9) Second party agrees that said cable shall be buried beneath the lake bed from the shore lines for a distance necessary to assure a cover above said cable where the water is less than four (4) feet deep.

(10) Grantee hereby accepts the terms and conditions of this permit and agrees to make every reasonable effort to complete the construction or work authorized herein in a manner so as to minimize any degradation of water quality and any adverse impact from construction or work on fish, wildlife and natural environmental values.

(11) 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 Natural Resources Commission has caused this instrument to be executed for the State of Michigan by the Department of Natural Resources by its Chief, Real Estate Division, this 2nd day of May, 1990.

Signed, Sealed and Delivered in the Presence of:

DEPARTMENT OF NATURAL RESOURCES FOR THE STATE OF MICHIGAN

C. E. Rademacher

Roland Harmes, Jr., Chief Real Estate Division

David A. Yankee

STATE OF MICHIGAN ) ss COUNTY OF INGHAM )

On this 2nd day of May, 1990, A.D., before me a Notary Public in and for said County, personally appeared Roland Harmes, Jr., Chief of 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.

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

My Commission Expires: June 16, 1993

PREPARED BY: JAY A. SCHAFER D.N.R., REAL ESTATE DIVISION BOX 30028 LANSING, MICHIGAN 48909

STATE OF MICHIGAN COUNTY OF MACKINAC RECORDED 7th DAY OF August A.D. 19 90 AT 11:50 O'CLOCK A.M. Alison Zhankevich REGISTER OF DEEDS

GENERAL ENGINEERING MAP REFERENCES

Line Map No. T138-63697 Sheet 1 of        Sheets  
 Plan & Profile No.                      Sheet        of        Sheets  
 Survey Map No.                      Sheet        of        Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract
2. Opinions of Title
3. Title Search No, NOT REQUIRED
4. Mortgage Release
5. Tree Vouchers
6. Other Documents

12/29/00

Has been  
 assigned to  
 ESEG, Inc. (Emmet  
 #16.1)

SER