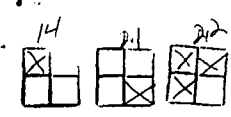


ALGER-BARD ROAD 138KV (FORMERLY CALLED BARD ROAD TO WIRTZ)



File #3725
STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
L-5949
EASEMENT TO CONSTRUCT AND MAINTAIN
ELECTRIC TRANSMISSION LINE

PL 40, 45, 47, 50

FOR AND IN CONSIDERATION OF Three Thousand Six Hundred Seventy-two Dollars and 00/100 (\$3,672.00) 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 Secord County of Gladwin State of Michigan, as follows, to wit:

Township 19 North, Range 1 East,
Section 14: W 1/2 of NW 1/4
Section 21: N 1/2 of SE 1/4
Section 22: NE 1/4 SW 1/4 except so much of the NE 1/4 SW 1/4 as is contained in the following description: beginning at a point on the East and West 1/4 line 834.65 ft W of the center of Sec. 22, (said point being in the centerline of a county road), thence 492.84 feet W along said 1/4 line; thence S 0°27'15" E 1627.35 ft (along W 1/8 line) to centerline of said county road; thence N 16°22'15" E 1696.73 ft along centerline of county road to point of beginning.
Section 22: NW 1/4 of NE 1/4
Section 22: That prt of SE 1/4 NW 1/4 described as: Beg at the center of Sec. 22, th W along the E and W 1/4 line 834.65 ft to the c/l of county road; th N 16°22'15" E 526.07 ft along c/l of said county road; th E parallel to the E and W 1/4 line 682.65 ft to the N and S 1/4 line; th S 0°22'40" E along the N and S 1/4 line 504.76 ft to pt of beginning.

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:

Section 14:
Beginning on the W line of Sec. 14, T19N, R1E, 300 ft N of W 1/4 post of sd sec, th N 31°19' E 2950 ft to point of ending.

Section 21:
Beginning on E line of Section 21, T19N, R1E, 90 ft S of E 1/4 post of sd sec, th N 89°W 2640 ft to point of ending.

Section 22:
To find the place of beg commence on the W line of Sec. 22, T19N, R1E, 90 ft S of W 1/4 post of sd sec., thence S 89°58' E 1800 ft to place of beg, th S 89°58' E 110 ft, thence N 16°28' W 440 ft to point of ending.

Section 22:
Beginning on the N line of Sec. 22, T19N, R1E, at a point 925 ft E of the N 1/4 post of sd sec., thence S 513 ft, thence N 89°50' W 925 ft to the point of ending.

It is further made a requirement of this easement that the applicant give notice to the public utilities in accordance with Act 53, Public Acts of 1974 (460.701 et seq M.C.L.) and comply with each of the requirements of the act.

If required - valid permits must be issued in compliance with the Soil and Sedimentation Control Act being Act 347, P.A. 1972 (282.101 et seq M.C.L.) before any construction may proceed.

- (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 Mike Conley, Area Forester, Gladwin Forest Area, Gladwin Field Office, Gladwin, Michigan 48624, 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. The width of crossarms plus 20 feet on each side of the center line of the transmission line as herein described, plus danger trees.
- (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 Assistant Chief, Bureau of Resources this 25th day of February 19 80.

Signed, Sealed and Delivered in the Presence of:
Marian Lindley
Jay A. Schafer
STATE OF MICHIGAN
COUNTY OF GLADWIN
RECORDED
MAY 1 11 40 AM '80
Robert J. Compeau, Assistant Chief
Bureau of Resources

STATE OF MICHIGAN } ss. JAY A. SCHAFFER REGISTER OF DEEDS
COUNTY OF INGHAM }
On this 25th day of February A.D. 19 80 before me, a Notary Public in and for said county, personally appeared Robert J. Compeau, Assistant Chief, Bureau of Resources 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.
October 12, 1981
My commission expires
Jay A. Schafer
Notary Public, Ingham County
Eaton
Acting in Ingham County

MAPPED AND CHECKED

PREPARED BY JAY A. SCHAFFER
LANDS, DEPARTMENT OF NATURAL RESOURCES
LANSING, MICHIGAN 48906
RETURN TO LAND & R/W DEPT.
CONSUMERS POWER COMPANY
212 W. MICHIGAN AVENUE
JACKSON, MICHIGAN 49201
Attn: Lucille E. Dabille

GENERAL ENGINEERING MAP REFERENCES

Line Map No. _____	Sheet	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 _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____