

13

TITLE DATA

CONSUMERS POWER COMPANY

Department of Conservation

TRACT 557-D114-3

NAME OF GRANTOR

Easement

12/6/66

1/3/67

277

47

284000

ACCOUNT NO.

MAP 6

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

BOARDMAN-WEXFORD

Parcel #87 L-4033

STATE OF MICHIGAN DEPARTMENT OF CONSERVATION

EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE

FOR AND IN CONSIDERATION OF Two Hundred Fifteen and 60/100 Dollars (\$215.60)

in hand paid, the receipt of which is hereby acknowledged, the STATE OF MICHIGAN by the DEPARTMENT OF CONSERVATION acting under authority of the CONSERVATION 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, whose post office address is 212 W. Michigan Ave., Jackson, Michigan, 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 Paradise County of Grand Traverse, State of Michigan, as follows, to-wit:

Township 26 North, Range 10 West Section 20: E 1/2 of NW 1/4; NE 1/4 of SW 1/4

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:

Along a center line which said center line is described as beginning on the N and S 1/2 line of Sec. 20, T 26 N, R 10 W, at a point 327 feet N of the S line of said Sec., running thence NW'ly to the W 1/8 line of said Sec. 20, at a point 280 feet N of the E and W 1/2 line of said Sec.

		MICHIGAN	Grand Traverse	Paradise
		STATE	COUNTY	TOWNSHIP
		MUNICIPALITY		T 26 N R 10 W
		SECTION		TOWN RANGE
		PLAT OR AREA		
BALANCE			412.03	
TRANSFERS				
AMOUNT			412.03	
ITEMS OF COST				
JOURNAL ENTRY				
DATE				
Dec 1967	581)	Original Cost - IR-4, Exhibit 114a-4		
Jul 1967	581)			
Oct 1968	521)			

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Map No. F-16748 Sheet 5 of 6 Sheets
Sheet No. _____ Sheet of Sheets
Sheet No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- Abstract _____
- Opinions of Title _____
- Title Search _____
- Mortgage Release _____

708 1

(2) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the authorized representative of the Department of Conservation 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 Mr. Daniel Bonner, Area Forester, Department of Conservation, Field Office, Box 349, 404 W. 14th St., Traverse City, Mich. 49684 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 of Conservation before such relocation takes place.

(4) 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 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 150 feet wide, being 75 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 Grantor 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 of Conservation 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 of Conservation 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 Conservation 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 Conservation by authority of the Conservation Commission has caused this instrument to be executed for the State of Michigan by its Deputy Director, this 6th day of December, 1966.

Signed, Sealed and Delivered in the Presence of:

R. G. Wood
R. G. Wood
Dorothy E. Watling
Dorothy E. Watling

STATE OF MICHIGAN }
COUNTY OF INGHAM } ss

DEPARTMENT OF CONSERVATION FOR THE STATE OF MICHIGAN

Gaylord A. Walker
Gaylord A. Walker, Deputy Director

On this 6th day of December, A.D. 1966, before me, a Notary Public in and for said County, personally appeared Gaylord A. Walker, Deputy Director of the Department of Conservation 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 Conservation pursuant to authority granted by the Conservation Commission for the State of Michigan, in whose behalf he acts.

Robert G. Wood
My commission expires September 25, 1970 Robert G. Wood, Notary Public, Ingham County, Michigan