



2009R-12311
 STATE OF MICHIGAN
 GRAND TRAVERSE COUNTY
 RECORDED
 06/15/2009 02:32:27PM
 PAGE 1 OF 12 TXID 92934
 PEGGY HAINES
 REGISTER OF DEEDS

**EASEMENT TO CONSTRUCT AND MAINTAIN
 Electric Line - Overhead**

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STATE OF MICHIGAN
 DEPARTMENT OF NATURAL RESOURCES

L-9910
 (Page 1 of 5)

FOR AND IN CONSIDERATION OF ONE HUNDRED FIFTEEN THOUSAND ONE HUNDRED NINETY-TWO and 90/100 DOLLARS (\$115,192.90) in hand paid, the receipt of which is hereby acknowledged, the STATE OF MICHIGAN by the DEPARTMENT OF NATURAL RESOURCES, P.O. Box 30448, Lansing, Michigan 48909-7948, (hereinafter called the Grantor) acting under authority of its Director, and by virtue of the authority conferred by Act No. 451, P.A. 1994, does hereby Convey and Quit-Claim to Consumers Energy Company, whose post office address is One Energy Plaza, Jackson, Michigan 49201 (hereinafter called the Grantee) and to its successors and assigns the easement and right to place, construct, operate, repair and maintain Electric Line - Overhead across the following described parcels of land situated in the Townships of Acme and Whitewater, County of Grand Traverse, State of Michigan to wit:

- T27N, R09W, Section 7, NW1/4 of NE1/4
- T27N, R09W, Section 7, SW1/4 of NE1/4
- T27N, R09W, Section 7, SE1/4 of NW1/4
- T27N, R09W, Section 7, NE1/4 of SW1/4
- T27N, R09W, Section 7, SE1/4 of SW1/4
- T27N, R09W, Section 7, SW1/4 of SE1/4
- T27N, R09W, Section 18, NW1/4 of NE1/4

Granting the right to construct within said 80-foot wide right of way as outlined on attached EXHIBIT A, pages 1 - 4.

This document does not authorize construction of additional facilities after the original construction period.

This easement is subject to the following conditions and requirements, as well as conditions on attached EXHIBIT B, pages 1 - 3:

Exemption from State Transfer Tax is claimed under authority of Section 6(h)(i), Act 255, P.A. 1994 (207.526, Michigan Compiled Laws).

Exemption from County Real Property Transfer Fee is claimed under authority of Section 5(h), Act 134, P.A. 1966 (207.505, Michigan Compiled Laws).

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abandonment of its facilities, 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.

- (11) In the event of abandonment of the rights herein conveyed, Grantee agrees to remove in a good and workmanlike manner all or any portion of its property from the premises as may be required by, and in a condition satisfactory to the Department's authorized field representative.
- (12) 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 (10) hereof, without first securing the written approval of the Department of Natural Resources for the State of Michigan.
- (13) Before any construction may proceed, Grantee is required to give notice to the public utilities under Act 53, P.A. 1974 (460.701 et seq. M.C.L.) and to comply with all provisions of that Act as well as the Natural Resources and Environmental Protection Act, being Act 451, P.A. 1994. If this project crosses floodplains, wetlands, rivers, streams, or designated critical dunes, permits may be required under the land/water interface statutes.
- (14) Grantee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Grantee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Grantee, its officers, employees or agents, in reference to the activities authorized by this easement.
- (15) Grantee hereby covenants and agrees to indemnify and save harmless the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this easement; (2) the activities authorized by this easement; and (3) the use or occupancy of the premises which are the subject of this easement by the Grantee, its employees, contractors, or its authorized representatives.
- (16) The Grantee, its successors or assigns, agrees to pay to the Grantor for damages to State-owned property or public trust resources arising out of its operations.
- (17) The Grantee, its successors or assigns, agrees to report any release of toxic or hazardous substance to the Department representative identified in paragraph (1), evaluate the nature and extent of the release, immediately take measures to abate the release and promptly develop and implement a work plan approved by the Department to fully remedy any environmental injuries that result from the release.

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- (18) It is expressly understood and agreed that nothing in this easement to construct and maintain Electric Line - Overhead shall be construed as a statement, representation or finding by the Department relating to any risks that may be posed to the environment by activities conducted by the Grantee or that the right-of-way conveyed by this easement is fit for any particular use or purpose.
- (19) It is expressly understood and agreed that every enumerated condition set forth in this easement to construct and maintain Electric Line - Overhead is a material condition and that if the Grantee breaches any material condition the Grantor, in its sole discretion, may seek any remedy provided by statute or under the common law, including, but not limited to, revocation of this easement to construct and maintain Electric Line - Overhead.
- (20) In case the said easement herein conveyed shall not be used by Grantee, its successors and assigns, for a period of two (2) years, from and after the date of issuance, then and in that event said easement shall terminate.

This instrument shall be binding upon and inure to the benefit of the parties, hereto, their heirs, representatives, successors and assigns.

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IN WITNESS WHEREOF, the Department of Natural Resources by authority of its Director has caused this instrument to be executed for the State of Michigan by its Real Estate Services Manager, Office of Land and Facilities this 20th day of May, 2009.

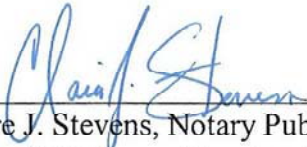
DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN



C. Edwin Meadows, Real Estate Services Manager
Office of Land and Facilities

STATE OF MICHIGAN }
COUNTY OF INGHAM } §

On this 20th day of May, 2009, before me a Notary Public in and for said County personally appeared C. Edwin Meadows, Real Estate Services Manager, Office of Land and Facilities 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 for the State of Michigan in whose behalf he acts.



Claire J. Stevens, Notary Public
State of Michigan, County of Livingston
My Commission Expires: January 31, 2015
Acting in the County of Ingham

PREPARED BY: Claire J. Stevens
DNR Office of Land and Facilities
P.O. Box 30448
Lansing, Michigan 48909-7948

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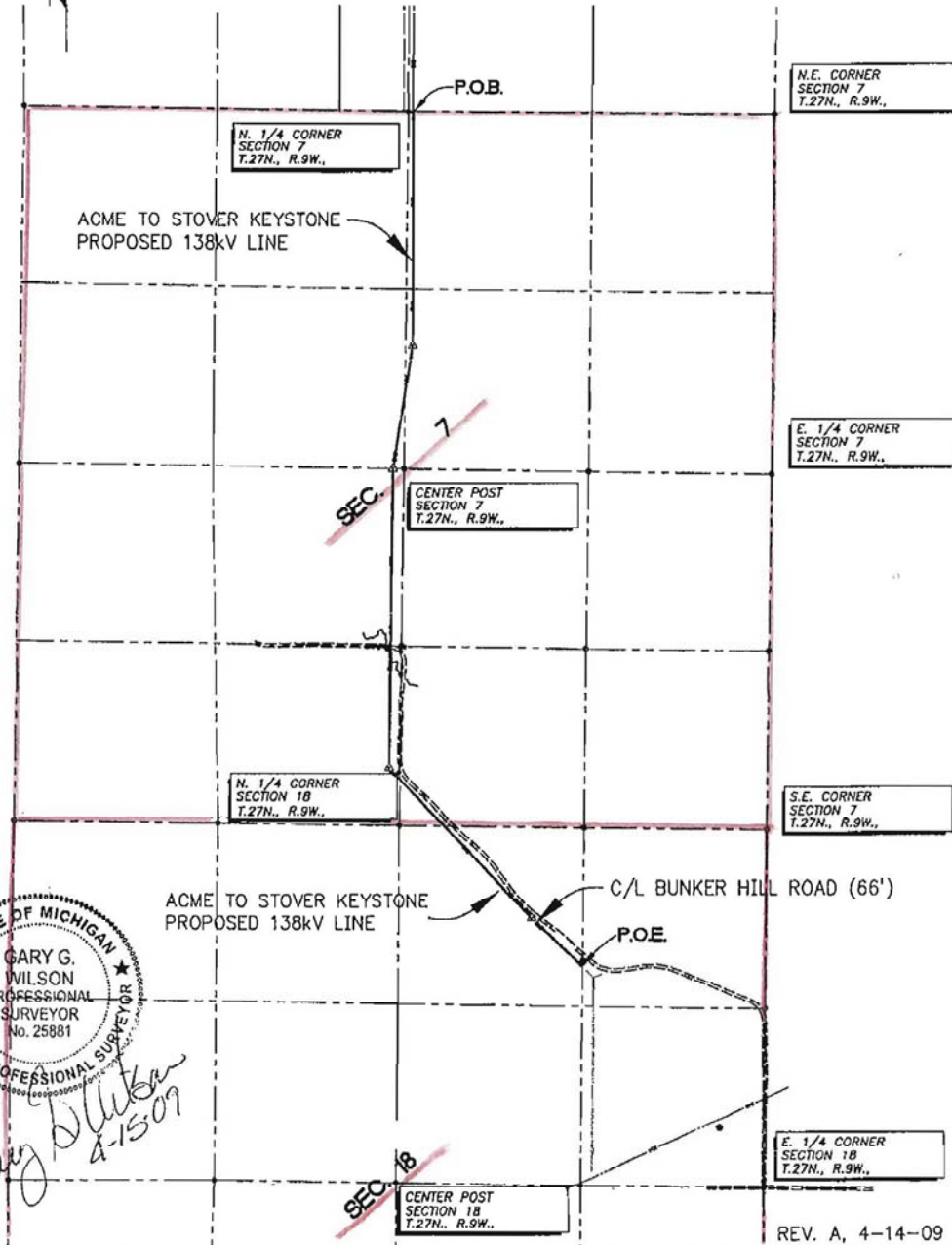
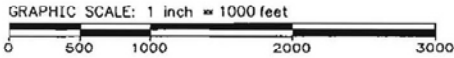
D.N.R. EASEMENT - ACME TO STOVER KEYSTONE PROPOSED 138kV LINE



Know what's below.
Call before you dig.

LEGEND

- ⊙ GOVT CORNER
- ⊕ GPS CONTROL
- △ P.I.



Gary Wilson
4-1509

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REV. A, 4-14-09 BK

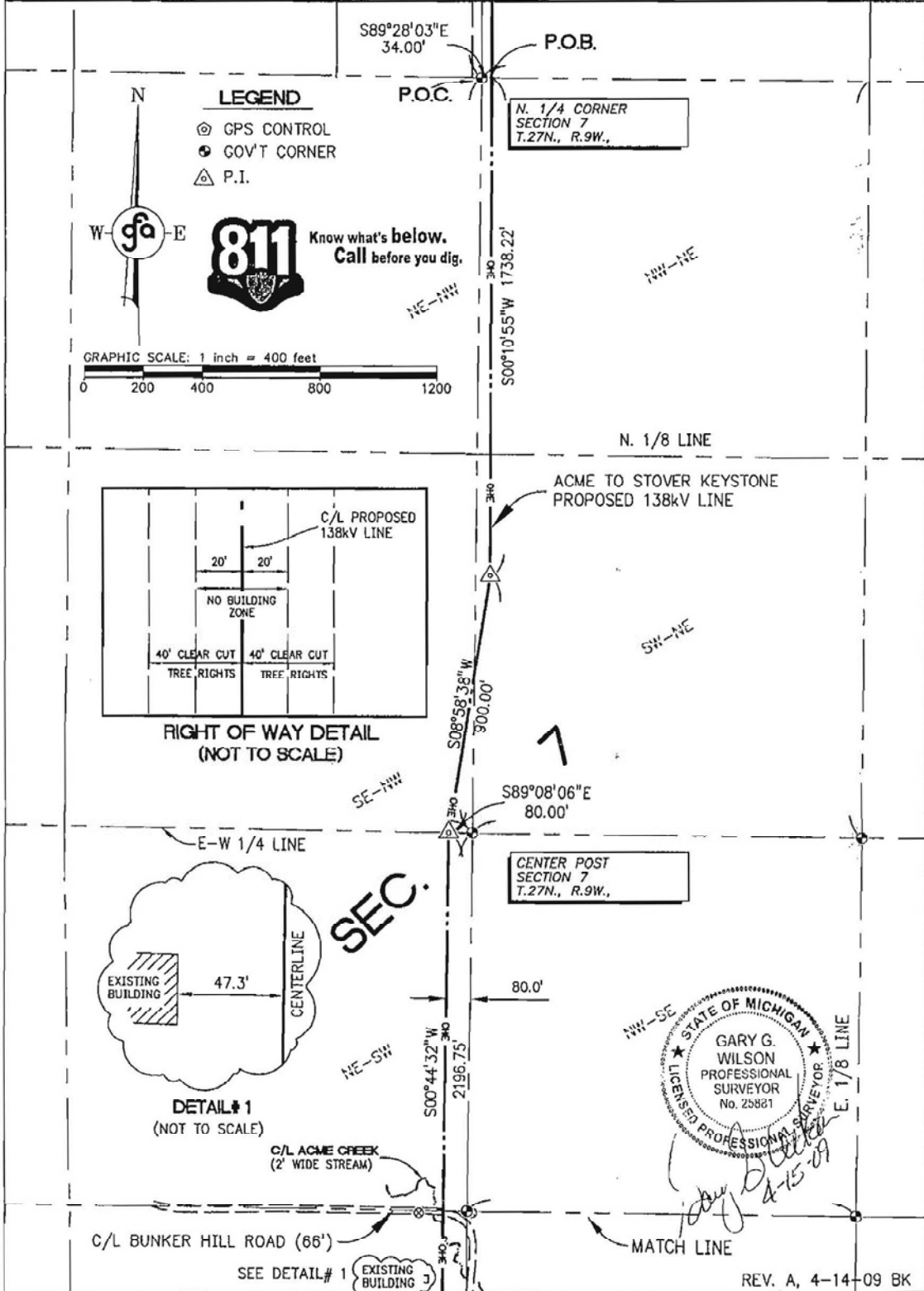
Consumers Energy

Gourdie/Fraser & Associates, Inc.
 ENGINEERS • SURVEYORS • PLANNERS
 123 West Front Street
 Traverse City, Michigan 49684
 Ph: (231) 946-5074 Fax: (231) 946-3703 Email: gfa@traverse.com

DNR EASEMENT
 ACME TO STOVER
 CENTERLINE STRIP
 SECTIONS 7 & 18
 T.27N., R.9W.,
 ACME & WHITEWATER TWP.,
 GRAND TRAVERSE CO, MI.

Drawing No. SB-20231DNR
 File No. SB20231SHT 1-4
 Charge No. 0569.360.420.8
 Field Crew: M.M. J.W.
 Field Book No. 1828
 Drawn By: WEK
 Date: 02/25/2008
 Scale: 1" = 1000'
 Sheet: 1 of 4
 GFA Project No.: 07394

D.N.R. EASEMENT - ACME TO STOVER KEYSTONE PROPOSED 138kV LINE



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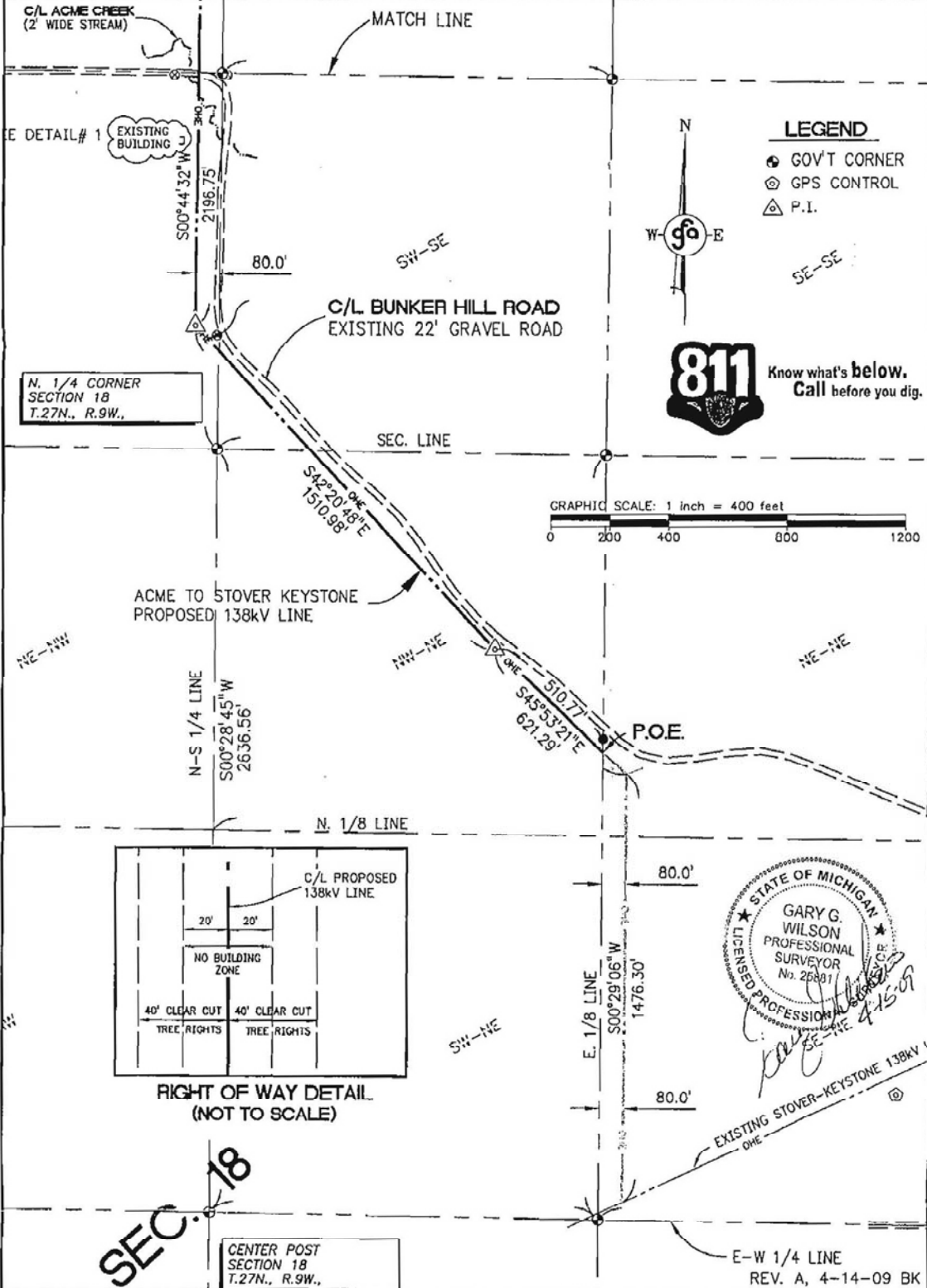
Gourdie/Fraser & Associates, Inc.
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Ph: (231) 948-5874 Fax: (231) 948-3703 Email: gfa@traverse.com

DNR EASEMENT
ACME TO STOVER
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Drawn By: WEK
Date: 02/25/2008
Scale: 1" = 400'
Sheet: 2 of 4
GFA Project No.: 07394

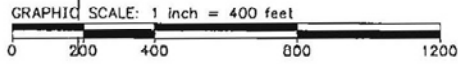
REV. A, 4-14-09 BK

D.N.R. EASEMENT - ACME TO STOVER KEYSTONE PROPOSED 138KV LINE



LEGEND

- ⊕ GOV'T CORNER
- ⊙ GPS CONTROL
- △ P.I.



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DNR EASEMENT
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 CENTERLINE STRIP
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 T.27N., R. 9 W.,
 ACME & WHITEWATER TWP'S.
 GRAND TRAVERSE CO, MI.

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 Field Book No. 1828
 Drawn By: WEK
 Date: 02/25/2008
 Scale: 1" = 400'
 Sheet: 3 of 4
 GFA Project No.: 07394

D.N.R. EASEMENT - ACME TO STOVER KEYSTONE PROPOSED 138KV LINE

Prepared For: CONSUMERS ENERGY

CENTERLINE DESCRIPTION

A strip of land located in part of Sections 7 and 18, Town 27 North, Range 9 West, Acme and Whitewater Townships, Grand Traverse County, Michigan, the centerline strip is more fully described as:

Commencing at the North Quarter corner of said Section 7;
 thence South 89°28'03" East, 34.00 feet,
 along the North line of said Section 7 to the POINT OF BEGINNING of said centerline strip;
 thence South 00°10'55" West, 1738.22 feet;
 thence South 08°58'38" West, 900.00 feet,
 to a point on the East-West Quarter line of said Section 7, said point being North 89°08'06" West, 80.00 feet from the Center Post of said Section;
 thence South 00°44'32" West, 2196.75 feet,
 80 feet Westerly of and parallel with the North-South Quarter line of said Section 7;
 thence South 42°20'48" East, 1510.98 feet;
 thence South 45°53'21" feet, 510.77 feet,
 to a point on the East One-Eighth line of Section 18, and the POINT OF ENDING of the centerline of said strip of land.

Subject to other easements or restrictions, if any.

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Gary G. Wilson
 4-15-08

REV. A, 4-14-09 BK

	<p>DNR EASEMENT ACME TO STOVER CENTERLINE STRIP SECTIONS 7 & 18 T.27N., R.9 W., ACME & WHITEWATER TWP'S. GRAND TRAVERSE CO, MI.</p>	<p>Drawing No. SB-20231DNR File No. SB20231SHT 1-4 Charge No. 0569.360.420.8 Field Crew: M.M, J.W. Field Book No. 1828 Drawn By: WEK Date: 02/25/2008 Scale: 1" = 400' Sheet: 4 of 4 GFA Project No.: 07394</p>
<p>Gourdie/Fraser & Associates, Inc. ENGINEERS • SURVEYORS • PLANNERS 123 West Front Street Traverse City, Michigan 49684 Ph: (231) 946-5874 Fax: (231) 946-3703 Email: gfa@traverse.com</p>		

- (1) 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 begin on the State-owned land herein described. Said Department Representative is Mr. David Lemmien, Traverse City Management Unit Manager, 970 Emerson, Traverse City, Michigan 49686, or his successor.
- (2) Any relocation of the facilities constructed under this easement will be made only upon approval of the Department of Natural Resources before such relocation takes place.
- (3) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easements, permits, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land.
- (4) No fences shall be constructed or existing trail roads closed by the Grantee without prior written approval of the Grantor.
- (5) Unless otherwise stated elsewhere in this document, Grantee, its successors, or assigns, and its agents and employees may cut, trim, and remove all brush and trees within said easement area which threaten to interfere with or be hazardous to construction, operation, and maintenance.
- (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, 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-owned property arising out of its negligent acts or failure to act.
- (8) Grantee, its successors, or assigns shall obtain the required permit from the Department of Natural Resources or its authorized representative before burning any refuse or setting any fires whatsoever.
- (9) 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 Part 519, Act 451, P.A. 1994, and the rules and regulations pertaining thereto.
- (10) The right herein granted shall continue in full force and effect for as long a time as the Electric Line - Overhead easement is properly used for its intended purpose and at such time as its use is discontinued said easement shall terminate. The grantee herein, for itself, its successors and assigns, agrees upon termination or

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Special Right-Of-Way Construction, Restoration and Maintenance Conditions:

1. **VEGETATION RESTORATION AND REMOVAL:** No trees shall be cut or damaged during installation. Vegetation restoration of the cleared ROW must be completed by the Grantee, its successors or assigns, to the specification(s) of the Grantor's representative(s). Upon abandonment, vegetation restoration shall be completed to the same specifications.
2. **BLOCKING VEHICULAR ACCESS:** The Grantee, its successors or assigns shall block vehicular access to the ROW at any locations designated by the Grantor's representative. Stump type vehicle barriers or other type(s) of vehicle barriers as specified by the Grantor's representative shall be installed. Such barriers are to be installed and maintained by the Grantee for the duration of the easement. Ineffective vehicular barriers shall be repaired promptly by the Grantee, its successors, or assigns. The Grantor's representative must be provided with a key for any gate placed under this condition. Gates must be kept locked at all times, except for immediate access purposes. Specific gate locations have been determined by the Grantor's representative.
3. **SIGNS:** The Grantee, its successors or assigns, shall place and maintain Caution, Closed, and/or Stop signs near the vehicular barrier locations. Sign placement shall be as determined by the Grantor's representative.
4. **FOREST ROAD AND TRAIL CROSSINGS:** The Grantee, its successors, or assigns shall ensure that the Grantor's or its assign's use of existing forest roads and recreational trails crossing the ROW will not be altered or adversely affected by this easement. This shall include, but not be limited to, use by heavy equipment for the harvesting and transportation of timber products.
5. **FOREST ROAD AND TRAIL RESTORATION:** The State land shall be left in as good or better condition after construction as it was before construction/installation/maintenance activity commenced. Recreational Trail corridor crossings shall be left in as good or better condition as they were before construction/installation/maintenance or abandonment activity commenced. All excavation debris must be removed from the site and property disposed.
6. **FOREST ROAD AND TRAIL DEVELOPMENT AND USE OF LAND:** The Grantor retains its right to develop, use and maintain new forest roads and new recreational trails which may be adjacent to, and/or, cross the ROW. The Grantee's use of the ROW shall not negatively impact the Grantor's and its assigns expected normal use of its land including, but not limited to, road and trail development, maintenance and use.

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7. **TIMBER:** The grantee, its successors or assigns, shall make a concerted attempt to salvage and utilize the timber removed from the ROW.
8. **OAK WILT RESTRICTION:** Unless otherwise approved in writing by the Grantor's representative, the clearing, cutting or pruning of oak trees is not permitted from April 15 to July 15. This is necessary to reduce the spread of oak wilt.
9. **VEGETATION INCLUDING STUMP DISPOSAL:** Treetops, branches, roots, stumps, and other vegetational debris generated during construction, shall be disposed of to the specification of the Grantor's representative. Stumps must be placed in an upright position along the forest edge. All brush and tops must be chipped and spread evenly along the entire ROW.
10. **SOIL EROSION PREVENTION/MITIGATION:** Extreme care must be taken by the Grantee, its successors or assigns during and after construction, or maintenance, or upon abandonment activity, to prevent any soil erosion. Any soil erosion occurrence during the life of this easement must be corrected immediately by the Grantee, its successors or assigns.
11. **SURVEY CORNERS AND WITNESSES:** All established survey corners on or adjacent to the proposed ROW, must be preserved. All Witness or Bearing Trees for such survey corners must be plainly identified through use of green paint, and preserved from destruction during the construction of the easement. If a Witness or corner needs to be removed during construction, the corner shall be properly Witnessed and re-established as soon as construction is completed. If a Witness is removed during construction, a new Witness will be established as required by the Corner Recordation Act, 1970 P.A. 74, as amended. This information shall be recorded at the county courthouse within six (6) months of construction of the easement. In addition, two (2) copies of this same information must be provided to the Grantor's representative within six (6) months of construction.
12. **TRESPASS AND PENALTY:** Any clearing work done by the Grantee, its successors or assigns, or their employees or agents outside the area authorized to be cleared either under the terms and conditions of this easement or under other proper written permission, shall be considered a trespass.

The Grantor may seek any legal remedy provided by statute and rules.

13. **NOTIFICATION:** The Grantee shall notify the Grantor's representative at least three (3) days prior to the commencement of: clearing activities, development activities, ROW maintenance activities, and pipeline maintenance or replacement activities.

The Grantee shall notify the Grantor's representative in writing within thirty (30) days of cessation of approved use (abandonment).

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- 14. **PROTECTION OF HISTORICAL SITES:** The location of known or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology, and culture may be protected by State and or Federal law. The Grantor may unilaterally modify the easement conditions to protect an area, site, building, antiquity, artifact or similar object which is or may be entitled to protection under State or Federal law. The Grantee must report promptly any suspected discovery of same to the Grantor's representative.

The Grantor's representative may suspend Grantee's activities within or near locations containing such areas, sites, buildings, antiquities, artifacts, and objects pending further investigation, and determination. Wheeled or tracked equipment shall not be operated within such ~~locations~~ except on approved roads or specified new routes.

- 15. **PROTECTION OF ENDANGERED AND THREATENED SPECIES:** Plant or animal species or communities listed as threatened or endangered under Federal or State law may be found within or along the easement corridors. Easement conditions can be modified to protect those species or communities. The Grantee shall report to the Grantor's representative all suspected or confirmed identifications of protected species within or along the easement corridors when the Grantee becomes aware of them.
- 16. **BEST MANAGEMENT PRACTICES:** Best Management Practices for road construction and the installation work must be adhered to. A Best Management Practices Construction and Installation Plan must be provided to the Grantor's representative for review and approval prior to any installation.
- 17. **INVASIVE SPECIES:** The ROW must be maintained to be kept free of invasive/exotic plant species such as Spotted Knapweed, Saint John's Wort, Leafy Spurge, Garlic Mustard, etc., for the life of this easement. The Grantor's representative should be contacted to provide identification and control information.
- 18. **VEHICLE AND EQUIPMENT USE DURING CONSTRUCTION, MAINTENANCE, AND OPERATIONS:** All vehicle traffic shall be confined to access roads and the ROW.

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