

13

TITLE DATA

MICHIGAN STATE

Montmorency COUNTY

Hillman TOWNSHIP

CONSUMERS POWER CO.

Glenn R. Hubbard & wf

NAME OF GRANTOR

MUNICIPALITY

36 SECTION

T31N TOWN

R4E RANGE

TRACT 579-D103-5

Easement
KIND OF INSTRUMENT

3-19-94
DATE OF INST.

12-12-94
DATE OF RECORD

00355 10536
LIBER PAGE

W.O.1556

PLAT OR AREA

MAP 8

STOCKMAR (HILLMAN) SPUR 138KV
Line segment "h"

FILE #4171

EASEMENT

For and in consideration of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, GLENN R. HUBBARD and GERALDINE L. HUBBARD, husband and wife, of Route 1, Box 201, Hillman, Michigan 49746 ("Grantor" herein), hereby grants, conveys and warrants to CONSUMERS POWER COMPANY, a Michigan corporation, ("Grantee" herein), of 212 West Michigan Avenue, Jackson, Michigan 49201, for the purposes hereinafter set forth, a perpetual easement over, across and under the following described real property (the "Property" herein) in the Township of Hillman, Montmorency County, Michigan:

The North 1/2 of the Northwest 1/4 of Section 36, Township 31 North, Range 4 East, Hillman Township, Montmorency County, Michigan (the "Property"); EXCEPT therefrom any part thereof which has been conveyed to the Michigan Department of Transportation. Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way 60 feet in width including the East 30 feet of the Northwest 1/4 of the Northwest 1/4 and the West 30 feet of the Northeast 1/4 of the Northwest 1/4 of Section 36, Township 31 North, Range 4 East, Hillman Township, Montmorency County, Michigan (the "Right-of-Way").

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission lines over and across the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

- a. **Overhead facilities.** Wooden poles with crossarms, braces, guys, conductors, insulators, anchors; three (3) electrical transmission lines and a shield line.
- b. **Construction.** Grantee shall schedule construction, placement of the poles and running of transmission lines based on a plan which Grantee will discuss with Grantor. Construction shall be done in accordance with the plan so it is compatible with Grantor's farming, seeding or crop harvesting. No expansion or enlargement of the lines or poles shall be permitted without the permission of Grantor, unless necessary to (1) transmit power from Grantor to the purchasing utility, or (2) to comply with applicable Federal or State regulatory or safety requirements for such lines or poles.

c. **Placement.** Poles on the easement described herein will be limited to not over three (3) with one (1) being near the North boundary; one (1) being in the pile of rocks midway along the easement and the third being near a fence corner located approximately 268 feet North of the South boundary.

STATE OF MICHIGAN
MONTMORENCY COUNTY
Recorded & Filed

12-22-1994 10:31:55

9. MICHIGAN-ROBEY
REGISTER OF DEEDS

2. **Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access. Grantee shall notify Grantor of the necessity to perform repair and maintenance and schedule such activities so they are compatible with Grantor's farming, seeding or crop harvesting.

3. **Right-of-Way Clearing and Maintenance.** Grantee shall have the right to cut, if deemed necessary, and remove or otherwise dispose of any and all trees, brush and vegetation presently existing upon the Right-of-Way. Existing ground cover shall be left in its natural state, if possible. Grantee shall also have the right to control on a continuing basis and by any prudent and reasonable means, the establishment and growth of trees and brush upon the Right-of-Way which could, in the opinion of Grantee, interfere with the exercise of Grantee's rights herein or create a hazard to Grantee's facilities.

4. **Danger Trees.** Grantee shall have the right to cut and remove or otherwise dispose of any trees located on the Property outside the Right-of-Way which in falling could, in Grantee's reasonable judgment, be a hazard to Grantee's facilities. Provided, however, that Grantee, prior to exercising such right, shall identify such danger trees and give prior written notification to Grantor and shall make payment to Grantor for the market value of any merchantable timber contained therein which is cut and removed or disposed of by Grantee.

Grantee's failure to comply with the conditions of this paragraph prior to exercising its rights under emergency conditions shall not be deemed a violation of this agreement, but

Grantor shall still be entitled to compensation for such trees that are cut and removed or otherwise disposed of by Grantee.

5. **Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building or structure directly under the transmission lines. Building within the Right-of-Way is prohibited except with Grantee's written permission. Grantor shall have full use of the Right-of-Way for farming and other agricultural uses. All mineral rights are solely retained by Grantor. Any and all tax assessments on Grantee's utility equipment (improvements to the land) are payable by Grantee.

6. **Indemnity.** By accepting and recording this easement Grantee agrees to indemnify and hold harmless Grantor from any and all claims for damages suffered by any person which may be caused by Grantee's exercise of the rights herein granted, provided, that Grantee shall not be responsible to Grantor for any damages resulting from injuries to any person caused by acts or omissions of Grantor.

7. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of two (2) successive years, which event, this easement shall terminate and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the

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Right-of-Way within any period of time from the date hereof. Grantee shall be responsible for removing all existing lines, poles, anchors, guys and other equipment if abandonment occurs.

8. Further Assurances. Grantor acknowledges that the legal descriptions contained in this easement are subject to correction upon completion of a survey of the Property and of the Right-of-Way. Grantor agrees to execute and deliver any and all further documents and instruments and in addition to take any and all further actions as Grantee may reasonably require to correct the legal descriptions or otherwise to effectuate the provisions of this easement.

9. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Dated this 19 day of MARCH, 1994.

WITNESSES:

GRANTOR:

Russel A. Barrette
Russel A. Barrette

Glenn R. Hubbard
GLENN R. HUBBARD

Laura M. Barrette
Laura M. Barrette

Geraldine L. Hubbard
GERALDINE L. HUBBARD

STATE OF MICHIGAN)

) SS.

COUNTY OF Montmorency)

The foregoing instrument was acknowledged before me this 19th day of March, 1994, by GLENN R. HUBBARD and GERALDINE L. HUBBARD, husband and wife.

Russel A. Barrette
Russel A. Barrette Notary Public
Cheboygan County, Michigan
My Commission Expires October 8, 1995
Acting in Montmorency County

Prepared by: Thomas E Petko
212 W Michigan Avenue
Jackson, Michigan 49201