

TITLE DATA

MICHIGAN STATE | Montmorency COUNTY | Hillman TOWNSHIP

CONSUMERS ENERGY CO.

InterWest Energy, Inc.

25 | 31N | 4E | TRACT 583-D103-3

Easement | 3-20-86 | 3-24-86 | 232 | 565 |

WO# 1755

MUNICIPALITY

SECTION TOWN RANGE

MAP 8

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE PLAT OR AREA

STOCKMAR (HILLMAN) SPUR Line segment "h"

LIBER 232 PAGE 565 INTERWEST ENERGY, INC. EASEMENT

13

For and in consideration of Three Thousand Six Hundred Ninety Five Dollars and No/Cents (\$3,695.00) and other valuable consideration, the receipt of which is hereby acknowledged, Harold D. Smith and Judy M. Smith, husband and wife of P. C. Box 272, Hillman, Michigan 49748 ("Grantor" herein), hereby grants, conveys and warrants to INTERWEST ENERGY, INC., a Washington corporation ("Grantee" herein), of 305 111th Avenue N.E., Bellevue, Washington 98004, 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:

NW 1/4 of NW 1/4 LESS Commencing at SW corner; thence E 33 feet to Point of Beginning; thence E 495 feet; thence N 482 feet, W 248 feet; thence N 503.17 feet; thence W 85 feet; thence N 142 feet; thence E 66 feet; thence N 150 feet; thence W 66 feet; thence SWRLY to Hwy; thence SRLY along Hwy to Point of Beginning. ALSO LESS Commencing at NW corner; thence E on N Section Line 435 feet to Point of Beginning; thence E 166 feet; thence S parallel to W line of Sec 143 feet; thence W 166 feet; thence N 143 feet to Point of Beginning; and the S 1/2 of NW 1/4 LESS: Beginning 33 feet E of NW corner of SW 1/4 of NW 1/4; thence S 132 feet, E 200 feet, N 132 feet; thence W 200 feet to Point of Beginning. ALSO LESS State Hwy Right-of-way of Record. ALSO LESS: Commencing at W 1/4 Corner; thence N 524.31 feet on Section Line and Center Line M-32; thence E 33 feet to Point of Beginning; thence N 169.14 feet on E line M-32; thence N 41' 39" E 199.44 feet; thence N 67' 58" 36" E 101.7 feet; thence S 356.52 feet; thence N 89' 55" 36" W 221.55 feet to Point of Beginning. Section 25, Town 31 North, Range 4 East, Hillman Township, Montmorency County, Michigan (the "Property").

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 30 feet in width including a 30 foot strip of land situated W of and adjacent to the W 1/8 line of Section 25 extending from the N section line in a southerly direction to the E-W 1/4 line of the section accepting therefrom the right-of-way as surveyed for the proposed highway M-32 and a 30 foot strip of land situated E of and adjacent to the W 1/8 line of Section 25 extending from the N 1/8 line in a southerly direction to the E-W 1/4 line of the section accepting therefrom the right-of-way as surveyed for the proposed highway M-32. All in Section 25, Town 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, insulators, conductors, 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. Pole placement shall be discussed with Grantor prior to construction. No expansion or enlargement of the lines or poles shall be permitted without the permission of the 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.

2010 04 16 A

APR 24 '86 AM



MONTMORENCY COUNTY 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

LIBER 232 PAGE 566

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, brush and other vegetation 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. No existing trees shall be trimmed, removed, moved or damaged on Grantor's property, without first discussing such action with Grantor.

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 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. Disposition of Old Utility Poles. Grantor has stated his desire to have the old utility poles that are replaced with new ones. Grantee agrees that the old utility poles will be placed on Grantor's property for his use. These old poles shall be provided to Grantor at no expense. Grantor shall be responsible to move the old utility poles where he wants them after Grantee removes them from the ground or cuts the utility poles off at the ground level.

9. Joint Use of Right-of-Way With Presque Isle Electric Cooperative, Inc. (PIEC) Grantor acknowledges, understands, and approves that Grantee is jointly using the existing utility Right-of-Way with PIEC and that Grantee will install new utility poles in approximately the same location as the existing poles. Further Grantee will either transfer or install new distribution lines and equipment belonging to PIEC onto the new poles. PIEC retains its rights and interests under their existing right of-way agreements.

10. Further Assurances. Grantor acknowledges that the legal descriptions contained in this easement are subject to correction upon completion of a survey of the Property of the Right-of-Way. Grantor agrees to

UNTY EDS

LIBER 232 PAGE 567

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 and allow the financing and construction of Grantee's power plant in the Village of Hillman.

11. 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 26th day of March, 1986.

WITNESSES:

Dory R. Smith
Eleanor Lutz
Eleanor Lutz

GRANTOR:

Harold D. Smith
Judy Smith
Judy Smith

GRANTEE:

Bruce Thompson
Bruce Thompson

STATE OF MICHIGAN)
COUNTY OF Montmorency) ss:

The foregoing instrument was acknowledged before me on this 26th day of March, 1986, by Harold D. Smith and Judy Smith.

Eleanor Maxine Lutz

Notary Public
Montmorency County, Michigan
My Commission Expires: Sept. 9, 1987

ELEANOR MAXINE LUTZE
Notary Public, Montmorency Co., MI
My Commission Expires Sept. 9, 1987

Prepared by and after recording,
return to:
Bruce Thompson
Int. West Energy, Inc.
305 - 111th Avenue, N.E.
Bellevue, Washington 98004