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TITLE DATA

MICHIGAN STATE

Montmorency COUNTY

Hillman TOWNSHIP

CONSUMERS ENERGY CO.

Interwest Energy Inc.

Easement 1 3-17-86 1 3-24-86 1232 1571 1 W.D.# 1755 Gudding's Addition SECTION TOWN RANGE TRACT 588-D103-1\* MAP 8

STOCKMAR (HILLMAN) SPUR line segment "h"

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INTERWEST ENERGY, INC. EASEMENT

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For and in consideration of One Thousand Twenty Dollars and No/Cents (\$1,020.00) and other valuable consideration, the receipt of which is hereby acknowledged, Hillman Community Schools, a public corporation of 245 Third Street, Hillman, Michigan 49746 and Douglas and Glenna Winfield, husband and wife of P. O. Box 325, Hillman, Michigan 49746 ("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 Village of Hillman, Montmorency County, Michigan:

Lots 1, 2, 12, 13, and the east 132 feet of vacated River Drive in the plat of Gudding's Addition to the Village of Hillman, 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 33 feet in width including the east 33 feet of lots 1, and 13, and the east 33 feet of vacated River Drive in the plat of Gudding's Addition to the Village of Hillman, Hillman Township, Montmorency County, Michigan (the "Right-of-Way").

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, and replace one or more electric transmission lines over and across the Right-of-Way together with all necessary or convenient appurtenances. Appurtenances thereto are limited to the following:

a. Overhead facilities. Wooden poles with insulators, conductors, crossarms, braces, guys, 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. As few poles shall be used as technically possible... 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.

RECORDED FOR RECORD

MAR 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 the Property caused by the exercise of said right of access.

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 removed, trimmed, moved or damaged on the Property, unless 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.

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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. 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. 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 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.

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 17th day of March, 1986.

WITNESSES:

Handwritten signatures of witnesses: Douglas Winfield, Glenna Winfield, Paul Weismantel.

GRANTOR:

Handwritten signatures of grantors: Douglas Winfield, Glenna Winfield, Gary L. Jones (President, Board of Education), Gerald Stankovic (Secretary, Board of Education).

GRANTEE:

Handwritten signature of grantee: Bruce Thompson (President).

STATE OF MICHIGAN ) COUNTY OF Montmorency ) ss:

The foregoing instrument was acknowledged before me on this 20th day of March, 1986, by Douglas Winfield and Glenna Winfield.

Handwritten signature of notary: Eleanor M. Lutz.

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

FANOR MAXINE LUTZ

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CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN )  
COUNTY OF INDEPENDENCY ) ss.

On this 17th day of March, 19 86, before me, the undersigned, personally appeared Gary Jones and Gerald Steinke, to be known to be the president and secretary respectively, of Board of Education

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said public corporation, for the uses and purposes therein mentioned, and on oath stated that Board of Education authorized to execute the said instrument and the seal affixed is the corporate seal of said public corporation.

John W. Kessler  
Notary Public in and for the State  
of Michigan residing at  
B. Lima

My Commission expires Mar 25 '89.

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