

16

TITLE DATA

MICHIGAN

montmorency

Hillman

CONSUMERS ENERGY CO.

Hillman Limited Partners

NAME OF GRANTOR

MUNICIPALITY

24

31N

4E

TRACT 590-D103-4

Easement

12-16-86 11-19-87 1262 1135

W.O.#1755

Hillman Industrial Park Plat

MAP

KIND OF INSTRUMENT

DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

STOCKMAR (HILLMAN) SPUR

line segment "h"

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VILLAGE OF HILLMAN
HILLMAN, MICHIGAN

EASEMENT

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, ~~The Village of Hillman, Hillman, Michigan, a municipal corporation ("Grantor" herein)~~ hereby grants, conveys and warrants to Hillman Limited Partners, a limited partnership of 1730 S.W. Skyline Blvd, Portland, OR 97221 ("Grantee" herein); for the purposes hereinafter set forth, a perpetual easement over, across and under the following described real properties (the "Properties" herein) in the Village of Hillman, Montmorency County, Michigan and are described as follows:

I. Description of Property.

Commencing at the intersection of the centerline of Second Street extended and the West 1/8 line of Section 24 as a Point of Beginning, thence East along the centerline of Second Street extended to the bank of the Thunder Bay River, thence Southwest along the River bank to the centerline of First Street extended, thence Southwest along the centerline of First Street to a point on the West 1/8 line of Section 24, thence Northerly along the 1/8 line to the Point of Beginning. All in the Northeast 1/4 of the Southwest 1/4 of Section 24, Town 31 North, Range 4 East, Hillman Township, Montmorency County, Michigan.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Easement (the "Easement" herein) described as follows:

I. Description of Easement.

An easement 66' in width with 33' being situated on either side of a centerline described as commencing 33 feet East of the southwest corner of lot 15 of the plat of the Hillman Industrial Park and extending south 35° East a distance of 420 feet, thence South 83° West 330 feet to the center line of Second Street extended, as a Point of Beginning, thence South 83° West a distance of 130 feet, thence South 73° 11' 06" West a distance of 580 feet to a point on the West boundary of the Village property, which is the West 1/8 line. All in Section 24, Town 31 North, Range 4 East, Hillman Township, Montmorency County, Michigan.

pond

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II. Description of Property.

The East 33 feet of Lot 70 and the North 33 feet of the East 33 feet of vacated Beech St. as shown on the Plat of James Cronk's Addition to the Village of Hillman recorded in Liber 1 of Plats P. 78, Montmorency County Records. Section 24, Town 31 North, Range 4 East, Village of Hillman, Hillman Township, Montmorency County, Michigan.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Easements (the "Easement" herein) described as follows:

II. Description of Easement.

An easement 66 feet in width including the East 33 feet of lot 70 and the North 33 feet of the East 33 feet of vacated Beech St. as shown on the Plat of James Cronk's Addition to the Village of Hillman recorded in Liber 1 of Plats P. 78, Montmorency County Records. Section 24, Town 31 North, Range 4 East, Village of Hillman, Hillman Township, Montmorency County, Michigan.

III. Description of Property.

Lots 14 & 15 of the recorded plat of the Hillman Industrial Park, Hillman Township, Montmorency County, Michigan.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Easements (the "Easement" herein) described as follows:

III. Description of Easement.

A perpetual easement over, across and under the following described property: A parcel of land on parts of Section 24, T31N, R4E, Village of Hillman, Montmorency County, Michigan described as being part of Lots 14 and 15 in the Plat of Hillman Industrial Park as recorded in Liber 4, Pages 32, 33 & 34 of Montmorency County Records and described as BEGINNING at the SW corner of Lot 14 in said Plat; thence N 89°38'07" W, 58.04' along the South line of said Plat; thence N 06°43'00" E, 286.75'; thence S 89°38'07" E, 67.04' along the North line of said Lots 14 and 15; thence S 06°43'01" W, 286.75'; thence N 89°38'07" W, 9.00' along the South line of said Plat to the Point of Beginning. The above described parcel is subject to part of a 20 foot wide drainage easement as shown on Recorded Plat centered on the lot line common to said Lots 14 and 15.

I.P.

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

a. Overhead facilities. Wooden poles and/or towers with insulators, conductors, crossarms, braces, guys and anchors; electrical transmission lines; shield line and other related appurtenances.

Following the initial construction of its facilities, Grantee may from time to time construct such additional lines and other facilities as it may require.

2. Access. Grantee shall have the right of access to the Easements over and across the Properties to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Properties caused by the exercise of said right of access.

3. Easement Clearing and Maintenance. Grantee shall have the right to cut, and remove or otherwise dispose of any and all brush and trees presently existing upon the Easements. 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 Easements 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 Properties outside the Easements 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 Easement. Grantor reserves the right to use the Easements for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building or other structure on the Easements and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

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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 Easements for a period of two (2) successive years. In any event, these easements 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 Easements within any period of time from the date hereof.

8. 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 16th day of December, 1986.

Signed sealed and delivered
in the presence of:

Ethel D. Allard
Ethel D. Allard
John A. Pohl
John A. Pohl

GRANTOR
VILLAGE OF HILLMAN
Garnet Tripp
President - Garnet Tripp
Eleanor Lutz
Clerk - Eleanor Lutz

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CORPORATE ACKNOWLEDGEMENT (GRANTOR)

STATE OF MICHIGAN)
COUNTY OF MONTMORENCY) ss.

On this 16th day of December, 1986, before me, the undersigned, personally appeared Garnet Tripp and Eleanor Lutze, to me known to be the President and Clerk respectively, of

Village of Hillman, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the use and purposes therein mentioned, and on oath stated that the Hillman Village Council authorized to execute the said instrument and the seal affixed is the corporate seal of said municipal corporation.

Beverly Raulcar
Notary Public in and for the State of Michigan, residing at Hillman MI 49746
My Commission expires 5-2-90

Drafted By: Alan Scheen
Hillman Limited Partners
1730 S.W. Skyline Blvd
Portland, OR 97221

RECEIVED
MONTMORENCY CTY.
AT
Nov 19 10 31 AM '86
CLARENCE J. GREGG
REGISTER OF DEEDS