

(2) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the authorized representative of the Department of Conservation ~~indicated at the end of this easement~~ prior to commencing operations under this easement, so that the Department shall be properly notified as to the time and place that such operations shall begin on the State-owned land herein described.

(3) Grantee, its successors or assigns by the acceptance of this instrument, agrees that any relocation of the line constructed under this easement will be made only upon approval of the Department of Conservation before such relocation takes place.

(4) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easements, permits, licenses, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land.

(5) Grantee, its successors or assigns, and its or their agents and employees may cut, trim and remove all brush and trees which may interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said line on a strip of land 30 feet wide, being 15 feet on each side of the center line of the distribution line as herein described.

(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, agrees that all commercial forest products cut by the grantee hereunder in the construction and maintenance of said line shall be the property of the Department of Conservation and shall be cut and piled or decked as directed by the Department's authorized representative.

(8) 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 property arising out of its negligent acts or failure to act.

(9) Grantee, its successors or assigns, shall obtain the required permit from the Department of Conservation or its authorized representative before burning any refuse or setting any fires whatsoever.

(10) In case the said easement herein conveyed shall not be used by Second Party, its successors and assigns, for a period of 10 years, from and after the date of issuance, then and in that event said easement shall terminate. The grantee herein, for itself, its successors and assigns, agrees upon abandonment of its line 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 its property from the premises in a good and workmanlike manner 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 Conservation for the State of Michigan. No application to assign will be considered unless the assignee is organized for the purpose of operating a public utility business.

(13) The Grantee, its successors or assigns, shall hold harmless the State of Michigan for all damages or losses caused to third persons or property outside of the right-of-way conveyed by this easement arising out of the negligence of the grantee in its operations on the right-of-way hereby conveyed.

IN WITNESS WHEREOF, the Department of Conservation has caused this instrument to be executed for the State of Michigan by its Deputy Director, this 16th day of March 19 55.

Approved March 11, 1955

DEPARTMENT OF CONSERVATION
FOR THE STATE OF MICHIGAN

Signed, Sealed and Delivered
in the presence of

Robert G. Wood
Notary Public

Wayland Osgood
Deputy Director

STATE OF MICHIGAN
COUNTY OF INGHAM

RETURN TO
RICHARD H. TAYLOR
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

On this 16th day of March A.D. 19 55, before me, a Notary Public in and for said County, personally appeared Wayland Osgood, Deputy Director of the Department of Conservation 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 Conservation for the State of Michigan, in whose behalf he acts.

My commission expires December 7, 1958 Robert G. Wood, Notary Public, Ingham County, Michigan

~~NOTE: Department field representative to be contacted relative to operations under this easement is:~~