

TITLE DATA

CONSUMERS POWER COMPANY 03

Elbridge L. Johnson and Rosa Johnson, his wife ] 13

TRACT 53-D103-2

Restrictive Easement 4-12-54 5-18-54 42 46 1680801  
 KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

MAP 15

LIBER 42 PAGE 46

Parcel No. 54

RESTRICTIVE RIGHT OF WAY EASEMENT AGREEMENT

THIS AGREEMENT mutually entered into by and between ELBRIDGE L. JOHNSON and ROSA JOHNSON, his wife, of the city of Lincoln Park, Wayne County, Michigan, parties of the first part, and CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in the State of Michigan, at 212 West Michigan Avenue, Jackson, Michigan, party of the second part, witness:

It is understood and agreed that the terms "parties of the first part" and "party of the second part" as herein used and referred to in this instrument shall expressly include their heirs, devisees, legatees, grantees, vendees, assigns, administrators, executors, successors, receivers, guardians, agents, employees, donees, lessees, licensees, trustees, subsidiaries and/or any other person or persons or legal entity claiming presently or hereafter to have any interest or rights in the land conveyed by this instrument; and, further, that the singular tense shall include the plural, and that the gender, however used shall also include the masculine, feminine and neuter.

NO, THEREFORE, Elbridge L. Johnson and Rosa Johnson, his wife, parties of the first part as aforesaid, for and in consideration of the sum of One (\$1.00) Dollar, and likewise other considerations of value, to them paid by the Consumers Power Company, party of the second part, as aforesaid, receipt of which is hereby acknowledged, hereby convey and warrant to the second party, forever, subject to the terms and conditions hereof, the easement and right to erect, lay and maintain lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting an electrical communication business (and for no other purposes) on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situated in the Township of Clinton, County of Oscoda, and State of Michigan, to-wit:

The Northwest one-quarter (NW<sup>1</sup>/<sub>4</sub>) of the Southwest one-quarter (SW<sup>1</sup>/<sub>4</sub>) of Section twelve (12), Township twenty-eight (28) North, Range three (3) East, consisting of a one hundred and fifty (150) foot wide right of way easement.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

The said second party will locate said route on, over and across said above described land on a straight line, as near as practicable, and over a surveyed line, path or swath which shall be one hundred and fifty (150) feet wide, and no more, along or adjoining as near as practicable a line which said line is described as beginning on the South, East and West eighth line of said Section twelve (12) at a point approximately six hundred (600) feet East of the center line of the highway on the West

STATE OF MICHIGAN RECORDED 18 DAY OF MAY A.D. 1954 AT 4.55 P.M. IN LIBER 42 OF Misc. ON PAGE 46-52  
 Roberta Willott, Deputy REGISTER OF DEEDS

		Michigan	Oscoda	Clinton
		STATE	COUNTY	TOWNSHIP
		MUNICIPALITY		T28N R3E
		SECTION		TOWN RANGE
		PLAT OR AREA		
BALANCE	\$1,504.05			
TRANSFERS				
AMOUNT	\$1,504.05			
ITEMS OF COST	Original Cost (See Volume LR4, Exhibit 103a, Working Papers)			
JOURNAL ENTRY	200 581			
DATE	Dec 1954 Nov 1955			

MAPPED AND CHECKED

OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 4 of 14 Sheets  
Plan & Profile No. 15695 Sheet 13 of 59 Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search Yes
4. Mortgage Release \_\_\_\_\_

TITLE HISTORY

1. Elbridge L. Johnson and Rosa Johnson, his wife  
4-12-54 5-18-54 42-46 Esmt
2. Consumers Power Company



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side of said Section twelve (12), running thence Northerly in a direct line to a point not more than four hundred (400) feet South of the North line of said Section twelve (12) at a point not more than six hundred ten (610) feet and not less than five hundred eighty (580) feet East of the center line of the highway on the West side of said Section twelve (12) and said second party shall erect and construct said power lines, along with its appurtenances, as near as practicable, in, on and over and under the center of the easement.

The second party shall have the full right and authority to enter at all times upon said premises for the purposes of constructing, repairing, removing, replacing, improving, enlarging original installations in their original locations, and maintaining such cables, conduits and poles and other supports, with all necessary braces, guys, anchors, manholes and transformer, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or electrical communications, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere with or be hazardous to the construction, operation and the general maintenance of said lines, and within the geographical limits of the land conveyed herein, namely, a one hundred and fifty (150) foot wide right of way. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party.

Second party agrees to reimburse the said first parties for any damages, caused by the second party, to crops, fences, buildings, trees, brush, wells, domestic animals, vehicles, roads or paths and any other damage to any person or persons, providing the first parties are themselves free from any contributing and negligent act or non-act associated with the proximate cause of the damage, which damages are sustained during the erection, construction, or the maintaining or said poles, wires, cables, conduits and appurtenances or as a result of any work of any kind performed by the second party connected with the establishment of the project concerned herein.

Reverter Clause

In further consideration of this easement contract, the parties hereto expressly agree that this clause shall be for all purposes considered and interpreted as a reversionary clause based upon the happening of a condition subsequent, which condition is hereafter described and defined herein. In event of the occurrence of a breach of this easement contract, as set forth and detailed in this reverter clause, then, in such event, this entire conveyance shall, at the election of the parties of the first part, become null and void, and the real estate and other rights conveyed and granted and vested in the second party herein shall then revert to and become permanently re-vested forever in the names of the parties of the first part, as defined herein in the second paragraph of this easement contract, and in the exact manner and form as if this instrument had not been executed in the first instance, otherwise this conveyance shall run in perpetuity.

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In event the party of the second part, as defined in paragraph two of this easement contract, violates at any time any of the provisions of this easement contract, (provided that failure to pay damages as hereinbefore provided shall not be construed to be a breach of this easement contract until thirty (30) days after final decision of a court having jurisdiction of the subject matter and of any appeal therefrom) including both abandonment and/or failure to maintain the use, as hereinafter defined and described, the parties of the first part shall forthwith become vested with the optional right of declaring this entire contract null and void, thereby, if said option is exercised, absolutely re-vesting in the first parties unrestricted fee simple ownership of the land conveyed herein; entitling the said first parties to treat the second party as a trespasser with the right granted unto the first parties to eject forever the second party from the premises. It is further agreed that if the parties of the first part claim a violation of any part of this easement contract has been committed by the second party entitling the first parties to exercise their reversionary rights as set forth herein, the parties of the first part shall notify the second party of their intention to re-vest themselves with the premises and to cancel and nullify this entire contract by giving the second party a ninety (90) day notice thereof, and by mailing the same through the United States Post Office by registered mail requesting a return receipt therefor and addressing same to the last known address of the second party. If second party shall fail to remedy said alleged default during said period of time, the said reverter shall become effective.

It is distinctly understood and agreed between the parties hereto that the land conveyed herein, and all the rights granted hereby, are to be used and enjoyed by the second party only for the specific and exclusive purpose of transmitting electricity and distributing same and/or conducting an electrical communication business, and absolutely for no other purpose or reason whatsoever; unless otherwise mutually agreed upon between the parties hereto in writing.

The term "only for the specific and exclusive purpose of transmitting electricity and distributing same and/or conducting an electrical communication business" as used herein shall not entitle the second party to construct, operate or maintain any road, street, path or lane over or on the easement premises, except second party shall have the right to enter upon and over said easement premises for maintenance and other purposes herein granted, nor shall it give the second party the right to construct, operate or maintain any building, structure or contraption on the easement premises, which shall not be absolutely necessary and primarily essential to the transmission of electricity. Use of the easement premises by the second party for any other purpose or reason, whether the same be for commercial, private, charitable, religious or any other purpose or reason shall constitute an express violation of this entire easement agreement and shall thereby vest in the parties of the first part the right to nullify this entire agreement and the right to exercise their reversionary rights in the manner set forth above.



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The word "abandonment" as used herein shall be defined and construed to mean the voluntary, continued, open and obvious disuse of the right of way easement by the second party, and constituting a total cessation of the transmission of electricity on, over, under or across the land herein conveyed, for a period of one year, excepting however, an act of God, or due to circumstances entirely beyond the control and/or fault of the second party. Abandonment, as defined herein, shall constitute a breach of this agreement entitling the first parties to exercise their reversionary rights in the manner set forth herein.

It is further agreed that the second party shall at all times during the continuance of this easement properly maintain and preserve the use conveyed and granted herein in a manner consistent with the objects and purposes for which this easement has been created, and more particularly the second party agrees at all times to strictly conform to all of the laws of the United States of America relating to this easement use, and, likewise, to all of the laws of the State of Michigan, or of any political subdivision thereof, which in any manner pertain to any of the rights conferred by this instrument. The second party further agrees that it will, during the continuance of this agreement, and at all reasonable times, properly trim, remove, destroy and otherwise generally control any trees and/or brush which constitute a hazardous condition within the geographical boundaries of the land herein conveyed. Failure to properly maintain the easement land in conformity hereto shall likewise operate as a forfeiture of this agreement by the second party, thereby entitling the parties of the first part to exercise their optional reversionary rights and in the manner set forth herein.

Reservation of subterranean rights clause

It is further distinctly understood and agreed, in further consideration of this instrument, that the parties of the first part hereto, as defined in the second paragraph of this agreement, shall, and hereby do, forever reserve, retain and hold in unrestricted fee simple ownership unto themselves all of the mineral, gas, water, petroleum and all other subterranean rights presently or hereafter situated, located, discovered or found on or under the land herein conveyed, subject to the terms of this easement.

Express Ingress and Egress Clause

It is further agreed between the parties hereto that the first parties shall at all times during the continuance of this agreement have the full right to enter upon the premises herein and hereby conveyed for the purpose of crossing and re-crossing the easement premises, either by foot, vehicle or otherwise, and to that end, the first parties shall have the right to construct, operate and maintain roads, streets, paths, lanes and side walks for that purpose, provided, however, that the parties of the first part shall not at any time during the continuance of this agreement construct, operate or maintain any road, streets, paths, lanes or side walks on or over said easement premises that will in any manner or way interfere with or jeopardize any of the rights

conveyed and granted to the second party in any other part of this agreement and by virtue hereof the said first parties are prohibited from so doing or attempting so to do. And further, the second party agrees that it will not at any time during the continuance of this contract change any of the original sites and locations of the poles, cables, conduits and/or any other original appurtenance connected therewith, without first obtaining the written consent of the parties of the first part.

Special and incidental agreements

It is agreed that all timber to be cut on said premises shall be cut into log length. All brush is to be windrowed on the edge of the strip. All timber and brush is to be the sole and separate property of first parties herein after same has been cut. It is agreed that there shall be no change or alterations made in the original sites of the poles, cables, conduits, or any additions or extensions thereof, except as herein otherwise provided, without the express written consent of first parties, their heirs, executors or assigns.

The first parties herein, for themselves, their heirs or assigns, accept the sum of Fourteen Hundred (\$1,400.00) Dollars, the receipt of which is hereby acknowledged, as receipt in full and complete satisfaction and consideration covering the grantors' right, title and interest with relation to the easement or right of way agreements as herein set forth and agreed to by the grantors and the grantee as of this date. The said sum of Fourteen Hundred (\$1,400.00) Dollars is to include the Eighty Dollars (\$80.00) per mile normally paid and also includes the right to clear all trees and brush fifty (50) feet on each side of the electric line and the right to cut trees of fifty (50) feet in height up to seventy-five (75) feet on each side of said electric line.

It is further understood and agreed that neither party hereto shall, under any circumstances, unless otherwise by mutual written agreement to the contrary, become liable or obligated to the other party for any sum of money, or any other thing of value, expended or involved, or to be expended in the future, and concerning the complete construction, erection and maintenance of the specific and limited project described in this easement contract, including costs of survey, recording fees (except their own), legal fees (except their own), clearing expenses, hauling charges, repairs, damages and/or any other costs or expenses incurred, presently or in the future, directly or indirectly, and in any way connected with the construction and/or maintenance of the contemplated easement project to be erected on the right of way conveyed herein to the party of the second part, except as herein provided.

It is further understood and agreed that no privity of any kind exists between the parties hereto, other than the express agreements set forth in this agreement; that this agreement contains the entire and complete contract between the parties hereto; that no other agreements, oral or written, express or implied, exist between the parties hereto, and it is the mutual and express desire of the parties hereto that this agreement shall not be altered, amended, revised or in any manner changed except by mutually agreeing thereto between themselves in writing, and to that end both parties hereto hereby agree.

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It is further agreed between the parties hereto that this instrument shall be duly recorded in the office of the Register of Deeds, County of Oscoda, Michigan, and further that this entire instrument shall be considered as a record affecting the chain of title to the land herein described; further that all of the conditions and covenants contained herein shall run with the land as long as this easement contract continues to remain operative, and, in the absence of a reverter, shall run in perpetuity and forever.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals and the party of the second part has caused this instrument to be executed by its Vice-President and its corporate seal to be hereunto affixed by its Secretary, this 12 day of April A.D. 1954.

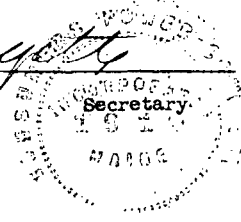
Signed, Sealed and Delivered in Presence of

John T. Bresnahan Elbridge L. Johnson (L.S.)  
Thomas J. Bresnahan Rosa Johnson (L.S.)

CONSUMERS POWER COMPANY

APPROVED FORM

Clara R. Donahue James H. Campbell Vice President  
Ethel McHugh Attest: A. J. Mayotte Secretary



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STATE OF MICHIGAN )  
County of Wayne ) ss

On this 12<sup>TH</sup> day of April, 1954, before me, a Notary Public of Wayne County, Michigan, acting in Wayne County, personally appeared Elbridge L. Johnson and Rosa Johnson, to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Thomas J. Bresnahan  
Notary Public, Wayne County, Michigan  
My commission expires: 10-17-1954

STATE OF MICHIGAN )  
County of Jackson ) ss

On this 14<sup>th</sup> day of April, 1954, before me, a Notary Public in and for said County, personally appeared James H. Campbell, to me personally known, who being by me duly sworn, did say that he is a Vice President of Consumers Power Company, the corporation named in and which executed the within instrument; and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said James H. Campbell acknowledged said instrument to be the free act and deed of said corporation.

Ethel McHugh  
Notary Public, Jackson County, Michigan  
My commission expires: Sept. 23, 1955

