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STATE OF MICHIGAN
DEPARTMENT OF CONSERVATION

EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE 8-16-57
136

FOR AND IN CONSIDERATION OF Forty one and no/100 Dollars (\$41.00)

in hand paid, the receipt of which is hereby acknowledged, the DEPARTMENT OF CONSERVATION for the STATE OF MICHIGAN does hereby Convey and Quit-Claim to CONSUMERS POWER COMPANY a corporation, whose post office address is 212 West Michigan Avenue, Jackson, Mich.

and to its successors and assigns, the easement and right to erect and maintain an electric transmission line consisting of poles, ~~wires, cables and conduits~~, wires, cables and conduits, together with anchors, guy wires and other appurtenances and fixtures necessary for the purpose of transmitting and distributing electricity and/or conducting a communication business, together with the right to go upon the land herein described and maintain same on, over and across the following State-owned land:

land in the Township of Hayes County of Otsego, State of Michigan, as follows, to-wit:

The Northeast one-quarter ($\frac{1}{4}$), the Northwest one-quarter ($\frac{1}{4}$) of the Southeast one-quarter ($\frac{1}{4}$), and the Southwest one-quarter ($\frac{1}{4}$) of the Southwest one-quarter ($\frac{1}{4}$) of Section two (2), Township thirty (30) North, Range Four (4) West;

NE 1/4
NW 1/4
SW 1/4

This easement is granted subject to the following regulations and conditions:

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

Second party may locate said route on, over and across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point approximately 330 feet West of the East North-and-South eighth line of Section 3, Township 30 North, Range 4 West, at a point approximately 698 feet North of the South line of said Section 3, running thence Northeasterly to a point approximately 1125 feet East of the West line of Section 2 of said township at a point approximately 330 feet North of the South East-and-West eighth line of said Section 2, thence Northeasterly to a point approximately 380 feet East of the West North-and-South eighth line of Section 36, Township 31 North, Range 4 West, at a point approximately 910 feet North of the South line of said Section 36.

(2) Grantee, its successors or assigns by the acceptance of this instrument, agree to notify the authorized representatives 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, agree that any no location of the line commenced under this easement will be made only upon approval of the Department of Conservation before such re-location takes place.

(4) Grantee, its successors or assigns, accept 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 100 feet wide, being 20 feet on each side of the center line of the Washburn Station line as herein described.

(6) Grantee, its successors or assigns, agree that no herbicides to control trees, 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, agree 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 disposed 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 himself, his successors and assigns, agree upon abandonment of this 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 14th day of August 1956.

Approved June 8, 1956

DEPARTMENT OF CONSERVATION
FOR THE STATE OF MICHIGAN

Signed, Sealed and Delivered
in the Presence of:

Walter J. Board
E. Board
James B. Balle

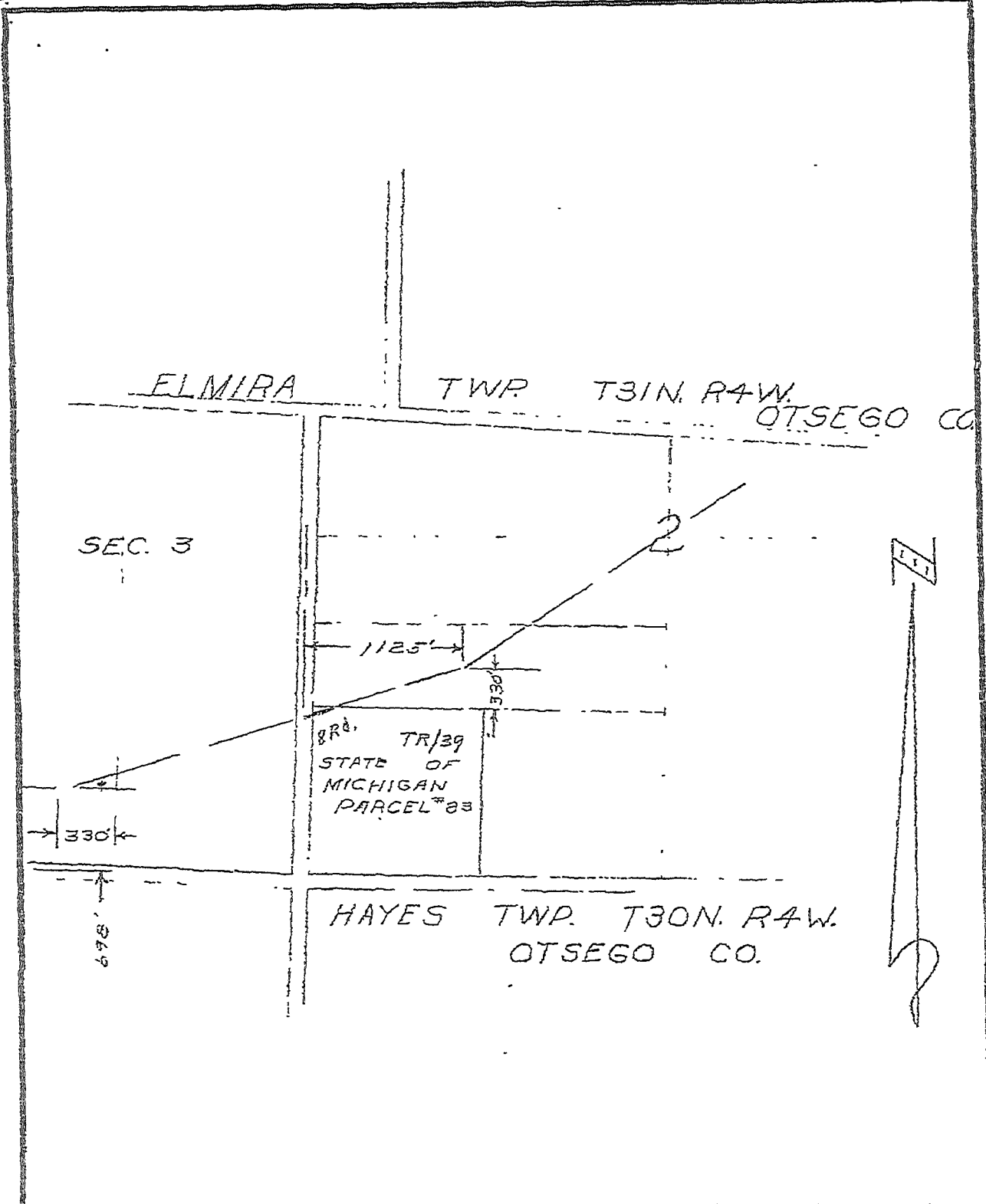
Walter J. Board
Walter J. Board
Deputy Director

STATE OF MICHIGAN }
COUNTY OF INGHAM } ss

On this 14th day of August A.D. 1956, before me, a Notary Public in and for said County, personally appeared Walter J. Board Deputy Director 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 2, 1958 Robert G. Wood, Notary Public, Ingham County, Michigan

NOTE: Department field representative to be contacted relative to operations under this easement is:
Raymond Zimmerman, District Forester, Department of Conservation, Gaylord, Michigan



BY <u>W. BURKE</u> CHK. <u>8-8-56</u>	STOVER-GAYLORD	CONSUMERS POWER CO. GENERAL ENGINEERING DEPARTMENT JACKSON, MICHIGAN NO. A-16061-C SHEET
INSP. <u>L.N.D.</u> TRC. <u>8-9-56</u>	ACROSS STATE OF	
APP. <u>3-11-56</u> DATE <u>3/1/56</u>	MICHIGAN PROPERTY	