NAME OF GRANTOR erpetual Easement 1-18-54 4-3-54 128 265 7/5/107	A	cco	UNT NO. 100	.110-340.(<u>)0</u> 0		MAP	7	
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE $//5 (c)/$			······································	4.541	2104				
tills to Farcel M		Michigan) STATE		Presque I: COUNTY		le I	Presque Isl township		
Javes STATE OF MICHIGAN Recorded april 3 192	Horil 3 1954		MUNICIPALITY		<u> </u>		26 SECTION	T33N I R8E TOWN RAN	
y jy				·	PLAT OR	AREA			
EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE			05						·
		NCE	5						
FOR AND IN CONSIDERATION OF <u>Twenty Dollars (\$20.00)</u> in hand paid, the receipt of which is hereby acknowledged, the DEPARTMEN	TOF	BALANC	÷ \$10						
CONSERVATION for the STATE OF MICHIGAN does hereby Convey and Quit-Claim to CONSIMERS POWER COMPANY a corporation, whose post office address is 212 H. Michigan Ave., Jackson, Michigan Ave., J		۵ ۵							
and to its successors and assigns, the easement and right to eract and maintain an electric	ten							++++	
following State-owned land:		RS							+ + +
Land in the Township of <u>Presque Isle</u> County of <u>Presque Isle</u> , State of Michi as follows, to-wit: The Northeast one-quarter $(\frac{1}{4})$ of the Northeast one-quarter $(\frac{1}{4})$ of Section twenty-si		4SFE							
(26), Township thirty-three (33) North, Range eight (8) East.		TRANSFERS							
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This easement is granted subject to the following regulations and conditions			i pit						
(1) The route to be taken by said line of poles, towers, structures, wires, cables and conduits scross,	over		Exhi						
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		H-							
or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 800 feet West of the East line of Section 23. Township 33 North		S O	e LR4						
Range 8 Mast at a point not more than 800 feet North of the South line of said Section, running thence Southeasterly to a point not more than 1320 feet South of the North line		ŭ	(See Volume g Papers)						
of Section 25 of said Township at a point not more than 75 feet nor less than 25 feet Southwesterly of the center line of the Mesterly track bed of the old Hockport Railroad.		Ч	aper						
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OTHER DATA AND NOTES

(1) Regulations and Conditions, Continued

2. Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the authorized representative of the Department of Conservation 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 100 feet wide, being 50 feet on each side of the center line of the transmission 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 the written approval of a provided the presentation of the state of Michigan.

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.

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SENERAL ENGINEERING MAP REFERENCESLine Map No.15695Sheet14 of14SheetsPlan & Profile No.15695Sheet55 of59SheetsSurvey Map No.SheetofSheets

DOGUMENTS FILED WITH ORIGINAL INSTRUMENTS

Abstract
Denions of Title
YES

4. Mortgaga Release _____

TITLE HISTORY

1. Department of Conservation, State of Michigan 1-18-54 4-3-54 128-265 Esmt

2. Consumers Power Company