	TITLE DATA Department of Conservation (3) NAME OF GRANTOR easement (6-15-1960 (12-27-1960 (151 (357) 7140)) KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE 71400)		RS PO				PAN	_	0	3		TRAC MA		<u>299</u>	- <u>D10</u> 17	<u>}-1</u>	- <u></u>
	Riggsville - Calcite	MICHIGAN STATE				l Presqu			ue Isle county 1 12		· 1.2	1 Ocqueoc Township 2 1 - 35 N 1 R 3			3 E		
······	DEPARTMENT OF CONSERVATION *	 			MUNI	CIPAI	LITY	PL	AT O	RARE		SECTI			OWN	-	RANG
	EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE NER AND IN CONSIDERATION OF One hundred fifty-nine and n0/100 Dollars (\$159.00) in hand paid, the receipt of which is hereby schnowledged, the STATE OF MICHIGAN by the INPARTMENT OF CONSERVATION acting under and pursuant to a resolution adopted by the CONSERVATION COMPLEXION at its meeting held on	TRANSFERS	\$ 419 73		-												
	The entire Northwest one-quarter $\begin{pmatrix} 1 \\ 1 \end{pmatrix}$ of Section twelve (12), and the South one-half $\begin{pmatrix} 1 \\ 2 \end{pmatrix}$ of the Northeast one-quarter $\begin{pmatrix} 1 \\ 4 \end{pmatrix}$ of Section twelve (12), being in Township thirty-five (35) North, Range three (3) East.	AMOUNT	\$ 419 73														
	This casement is granted subject to the following regulations and conditions: (1) The route to be taken by said line of poles, Termolivershift , wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route in a Northwesterly and Southeasterly direction on, over or across said described land along or adjoining as near as practicable a center line, which said center line is described as beginning on the North and South one-quarter ($\frac{1}{4}$) line of Section 11, Township 35 North, Range 3 East, at a point approximately 219 ft. South of the North line of said Section, running thence Southeasterly to the East line of Section 12, of said township, to a point approxi- mately 253 ft. North of the East quarter post of said Section 12.	ITEMS OF COST	iginal Cost (See Vol IR4, Exhibit 103a-3, Working Papers)														
		 JOURNAL ENTRY	581 Ori												_		
MAPPED AND CHECKED		DATE	Dec 1960									-					

GENERAL ENGINEER	ING MAP REFE	RENCES	•	
Line Map No			7	Sheets
Plan & Profile No		of		Sheets
Survey Map No.	Sheet	of		Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1.	Abstract
2.	Gpinions of 272
3.	Tilie Scarek
4.	Hortgago Release

CONSUMERS POWER COMPANY

ACCOUNT NO.____

MAP___

(2) Grantse, 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 and or this assessment, so that the Department shall be properly notified as to the time and place that such operations shall begin on the State-sumed hard herein described. Said Department representative is <u>A. K. Braidwood. District Forestor. Department</u> of Conservation. Onaway. Michigan or his successor.

(3) Grantee, its successors or assigns by the acceptance of this instrument, agrees that any relocation of the line constructed under this essement 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) Grantce, 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 mintenance of said line on a strip of land _ 100 feet wide, being _ 50 feet on each side of the center line of the <u>transmission</u> line as here in 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 Granter or its authorized field representative.

(7) Grantee, its successors or assigns, agrees that all commercial forest products cut by the grantee bareunder 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 authorised representative.

(8) Grantee, its successors or assigns, for themmelves and their agents and employees agree to take all reasonable precations 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) It is understood that all slash and forest growth cut, resulting from operations under this easement, shall be handled in accordance with the provisions of Act 35, P.A. 1955, and the rules and regulations pertaining thereto.

(11) In case the said essement herein conveyed shall not be used by Grantee, 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 prime facie title to same, to release and Quit-claim all rights secured hereby on said land to the then owner.

(12) In the event of abandonment of the rights herein conveyed, grantee agrees to remove its property from the premises in a good and workmamlike manner and in a condition satisfactory to the Department's authorized field representative.

(13) 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 11 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.

(14) 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 WIINESS WHEREOF, the Conservation Commission has caused this instrument to be executed for the State of Michigan by the Department of Conservation by its Deputy Director, this <u>15th</u> day of <u>Junes</u>. 19<u>60</u>.

Signed, Sealed and Delivered in the Presence of: R. G. Word

DEPARTMENT OF CONSERVATION FOR THE STATE OF MICHIGAN

. Walker, Gaylerd A. Depaty Director

STATE OF MICHIGAN STATE OF MICHIGAN STATE OF INCHAM

Bernice Botke

On this <u>15th</u> day of <u>June</u> A. D. 19<u>60</u>, before me, a Notary Public in and for said County, personally appeared <u>Gaylord A. Walker</u> 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 research and deed of the Department of Conservation pursuant to authority granted by the Conservation Commission for the State of Michigan, in whose behalf he acts.

Robert G. Wood, Notery Public, Ingham County, Michigan

November 24, 1962 My commission expires

Cons. 6207 6/57

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