|                          | Department of Conservation 1 (3)   | NSUMEF           | RS POWER COMPANY 03                | TRACT           | 300-D103-1                             |
|--------------------------|--|------------------|------------------------------------|-----------------|--|
|                          | NAME OF GRANTOR   easement 6-15-1960 12-27-1960 151 359 714006   kind of instrument date of inst. date of record Liber page 714006   | ACCO             | UNT NO                             | MAP             | 17                                     |
|                          | Riggsville - Calcite Parcel No. 140  |                  | MICHIGAN   Presque Isle            | ·               | Ocqueoc                                |
|                          | Sheet 8 of 9<br>STATE OF MICHIGAN  |                  | STATE COUNTY<br>MUNICIPALITY       | I 11<br>SECTION | TOWNSHIP<br>T 35 N R 3 E<br>TOWN RANGE |
| · ·                      | DEPARTMENT OF CONSERVATION   |                  | PLAT OR ARE                        |                 |  |
| • · · ·                  | EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE  | ANCE             | 342 73                             |                 |  |
|                          | HUR AND IN CONSILERATION OF Eighty-two and no/100 Dollars (\$82.00)<br>  | BALAN            | - <del>6</del> -                   |                 |  |
|                          | a corporation, whose post office address is <u>212 West Michigan Avenue, Jackson, Michigan</u><br>and to its successors and assigns, the essement and right to erect and maintain an electric <u>transmission</u> line con-<br>sisting of poles, <u>TORKNONCONCONCONCONCONCONCONCONCONCONCONCONC</u>   | NSFERS           |                                    |                 |  |
|                          | Land in the Township of <u>Ocqueoc</u> County of <u>Presque Isle</u> , State of Michigan,<br>as follows, to-wit:<br>The North one-half $(\frac{1}{2})$ of the Northeast one-quarter $(\frac{1}{h})$ of Section eleven (11),<br>Township thirty-five (35) North, Range three (3) East.  | TRA              |                                    |                 |  |
| •                        |  | AMOUNT           | 342 73                             |                 |  |
|                          | This easement is granted subject to the following regulations and conditions:  |                  | Papers)                            |                 |  |
|                          | (1) The route to be taken by said line of poles, <b>TOPINOTION CONTENTS</b> , wires, cables and conduits across, over and under said land being more specifically described as follows:<br>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 ( <sup>1</sup> / <sub>4</sub> ) line of Section 11, Township thirty-five (35) North, Range  | OF COST          | Vol IR4, Exhibi<br>-3, Working Pap |                 |  |
|                          | three (3) East, at a point approximately 219 ft. South of the North line of said<br>Section, running thence Southeasterly to the East line of Section twelve (12), of<br>said township, to a point approximately 253 ft. North of the East quarter post of<br>said Section twelve (12).  | EMS              | t (See<br>103a                     |                 |  |
|                          |  | -                | Original Cos                       |                 |  |
|                          | Let a construct the second sec | JOURNAL<br>ENTRY | 581 Ori                            |                 |  |
| MAPPED<br>AND<br>CHECKED |  | DATE             | Dec 1960                           |                 |  |

| GENERAL ENGINEERING         | MAP REF | ERENO | ES |   | ·      |
|-----------------------------|---------|-------|----|---|--------|
| Line Map No. <u>F-16304</u> | Sheet   | ·5    | of | 7 | Sheets |
| Plan & Profile No           | Sheet   |       | of |   | Sheets |
| Survey Map No.              | Sheet   | ,     | of |   | Sheets |

## DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

|    | Abstract          |
|----|-------------------|
| 2. | Opisions of 11.2  |
| 3. | Tille Source      |
| 4. | Mortgage Relation |

## CONSUMERS POWER COMPANY

TRACT 300-D103-1 CONTINUED

11

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 under this essent, 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. Said Department representative is <u>A, K, Braidwood, District Forester, Department</u> of Conservation, Onaway, Michigan or his successor.

(3) Grantse, its successors or assigns by the acceptance of this instrument, agrees that any relocation of the line constructed under this essement will be under 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) Grantse, 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 hasardous to the construction, operation and maintenance of said line on a strip of land <u>100</u> feet wide, being <u>50</u> 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 Grantor or its authorized field representative.

(7) Grantee, its successors or assigns, agrees that all commercial forest products cut by the grantee hareunder 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 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) It is understood that all slash and forest growth cut, resulting from operations under this essement, 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 easement 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 workmanlike 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 assignce is organized for the purpose of operating a public utility Eusiness.

(14) The Grantee, its successors or assigns, shall hold hampless the State of Michigan for all damages or losses caused to third persons or property outside of the right-of-way conveyed by this essement 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>June</u>, <sup>19</sup>60.

Signed, Sealed and Delivered

in the Presence of: 12h 2000 R; G. Wood 1 ierona

FOR THE STATE OF MICHIGAN

DEPARTMENT OF CONSERVATION

1 L 110-11 Gaylord A. Walker. Deputy Director

STATE OF MICHIGAN 88

Bernice Botke

COUNTY OF INCHAM

On this 15th day of June, 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 free act 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, Notary Public, Ingham County, Michigan

My commission expires November 24, 1962

Cons. 6207 6/57

OKM 3

É

27a