

11/2/76

13

TITLE DATA

United States Steel Corporation

MICHIGAN STATE

Presque Isle COUNTY

Rogers TOWNSHIP

CONSUMERS POWER CO.

Easement

NAME OF GRANTOR 11-19-76 1-10-77 215 840

MUNICIPALITY

SECTION 27 TOWN 35N RANGE 5E

TRACT 265.3-D103-11

MAP 19

KIND OF INSTRUMENT

DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

CLS:LY 5/27/76 ROCKFORT CALCITE (ROGERS CITY EXITS) 138KV RIGGSVILLE-CALCITE (ROGERS CITY EXITS) 138 KV

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file - 2695 and file - 2711 LIBER 215 PAGE 840

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EASEMENT

EXECUTED this 19th day of November, 1976, between UNITED STATES STEEL CORPORATION, a Delaware corporation (hereinafter sometimes referred to as "Grantor"), and CONSUMERS POWER COMPANY, a Michigan corporation (hereinafter sometimes referred to as "Grantee");

Jan 10 1977

Grantor and Grantee agree as follows:

Edmund ...

Section 1. In consideration of One Dollar to it paid by Grantee, the receipt of which is hereby acknowledged, Grantor, insofar as it has the power to do so, conveys unto Grantee, its successors and assigns, for so long as the same shall be used for the purposes herein specified, an easement and right to erect and maintain overhead lines consisting of pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers and other fixtures and appurtenances (hereinafter sometimes referred to as the "Facilities"), for the purpose of transmitting and distributing electricity and electric control circuits and devices on, over and across land, including all public highways upon or adjacent to said land, in the Northeast 1/4 of the Southeast 1/4 (hereinafter sometimes referred to as "said forty") of Section 27, Township 35 North, Range 5 East, in the Town of Rogers, Presque Isle County, Michigan, the two centerlines of which are described as follows:

First centerline: beginning on the west line of said forty at a point at which part of the Facilities enters said forty, said point being between 450 and 550 feet north of the south line of said forty; thence easterly, roughly parallel to the south line of said forty within a corridor between 450 and 550 feet north of the south line of said forty, to a point between the east line of said forty and a point 49 feet west of said east line; thence northerly within a corridor between the east line of said forty and a line 49 feet west of said east line, to the north line of said forty.

Second centerline: beginning on the south line of said forty at a point at which part of the Facilities enters said forty, said point being between 500 and 700 feet west of the east line of said forty; thence northerly, roughly parallel to the east line of said forty within a corridor between 500 and 700 feet west of the east line of said forty, to a point between 390 and 490 feet north of the south line of said forty; thence easterly, roughly parallel to the south line of

said forty within a corridor between 390 and 490 feet north of the south line of said forty, to the east line of said forty.

Section 2. Grantor also grants to Grantee the right to cut, trim, remove, destroy or otherwise control (a) all trees and brush on the land of Grantor described in this easement within 50 feet on each side of said centerlines, and (b) all trees in excess of 40 feet in height on the land of Grantor described in this easement within 85 feet on each side of said centerlines. The complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future.

Section 3. Grantor also grants to Grantee, its successors, licensees, lessees or assigns, and its and their agents and employees, the right to enter at all times upon land within and along the easement areas as defined above for the purpose of constructing, repairing, removing, replacing, patrolling, improving, enlarging and maintaining the Facilities and for other purposes of this agreement.

Section 4. Grantor's conveyance and grants are made subject to easements, licenses, highways and rights of way, if any.

Section 5. For the protection of the Facilities, no buildings or other structures will be placed within 36 feet on each side of said centerlines. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of the Facilities. In the event of a conflict between this section and Section 6, the provisions of Section 6 shall control.

Section 6. Grantee shall so construct and maintain the Facilities that at least twenty-eight (28) feet of clearance shall at all times be maintained between the present ground elevation and said Facilities. At the request of Grantor, Grantee shall construct taller poles and maintain greater clearance than twenty-eight feet if USS pays the incremental cost of taller poles.

Section 7. Grantee shall maintain the Facilities in compliance

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-17928 Sheet of Sheets
Plan & Profile No. _____ Sheet of Sheets
Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

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with all legal requirements including, without limitation, the rules and regulations of the Michigan Public Service Commission.

Section 8. The Facilities shall not carry a voltage nominally in excess of 138 kV.

Section 9. Grantee shall compensate Grantor, its successors and assigns, for any damage to property by reason of any negligence occurring as a result of or in connection with anything done on Grantee's behalf pursuant to this agreement. Grantee shall have the same responsibility and liability to Grantor, its successors and assigns, as though anything done on Grantee's behalf pursuant to this Agreement were done by its own employees.

Section 10. Grantor reserves to itself, its successors and assigns, any rights not inconsistent with the conveyance and grants to Grantee and reserves rights inconsistent with such conveyance and grants if Grantor, its successors and assigns, pays Grantee the cost Grantee is thereby put to.

Section 11. Grantor's conveyance and grants set forth in this document are made without warranty of title.

Section 12. Grantee shall pay real estate and personal property taxes on the Facilities. Grantee shall pay all taxes, assessments, and fees of any kind or character resulting from the construction and operation of the Facilities and the execution and delivery of this agreement including any real estate transfer taxes.

Section 13. All work done by Grantee pursuant to this agreement shall be done in a good and workmanlike manner and with standard equipment and all lawful rules and requirements of any public authority having jurisdiction shall be faithfully kept, observed and performed by Grantee; and after the doing of any such work all rubbish and debris shall be cleared away and the premises left in a neat and orderly condition; and Grantee agrees that it will at all times keep the Facilities in good repair and safe condition and so maintain and operate them as to minimize the risk

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of harm to persons and damage to property.

Section 14. (a) Grantee may surrender its rights under this agreement at any time. Subject to subsection (b) of this section, Grantor may terminate this agreement if Grantee shall exercise substantial rights pursuant to this document and thereafter ceases to do so for one year.

Upon termination of this agreement:

all rights granted shall revert to Grantor;
upon request Grantee shall at its expense execute and deliver to Grantor a surrender, in recordable form, of its rights granted by this agreement;
and if requested to do so by Grantor, Grantee shall immediately remove the Facilities.

If Grantee, though required to remove the Facilities, shall fail to do so, Grantor shall have the right to remove all or any portion of the Facilities, and title to all of the Facilities shall vest in Grantor and may be used or disposed of by Grantor in any manner which Grantor may desire. All of the costs and expenses incurred by Grantor in doing the aforesaid work shall be paid by Grantee to Grantor.

The termination of this agreement in any way shall not release either party from any liability to the other party which has accrued or which may accrue thereafter by reason of the violation by either party of any of the provisions of this agreement.

(b) A limited use of this easement or a nonuse of this easement shall not prevent Grantee from later making use of the easement to the full extent herein conveyed. The parties anticipate that up to a decade or longer may elapse before Grantee exercises substantial rights pursuant to this document.

Section 15. (a) Within one year following completion of construction of the Facilities by Grantee, Grantee shall release and surrender to USS any right it may have to use said forty other than in accordance with this document. Grantee shall execute and deliver to USS a recordable

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document effecting the release and surrender called for by this section, which USS may record at its expense.

(b) Within one year following the completion of construction of the Facilities CP shall have removed all its lines and related facilities from the locations at which by this section CP is to surrender its right to maintain said lines and related facilities and shall leave the affected land in a manner which minimizes the risk of harm to persons and damage to property.

Section 16. Grantor reserves the right, when required from time to time for the proper use of its land, to request relocation of the Facilities to another location to be furnished by Grantor, and Grantee shall relocate them, when so requested, at Grantor's expense. Relocation may entail raising, lowering or burying of the Facilities.

Witness the due execution.

Witnesses:

UNITED STATES STEEL CORPORATION

Rose C. Spiegler
Stella M. Petrovich

By C. F. Beukema
Vice President

Attest: Dorothy A. Servis
Assistant Secretary

C. K. Henry
Carol J. Kielar

CONSUMERS POWER COMPANY

By W. L. Reid
Manager of Land and Right of Way

Attest: P. A. Perry
Secretary

APPROVED AS TO FORM
CONSUMERS POWER CO.

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COMMONWEALTH OF PENNSYLVANIA)ss.
COUNTY OF ALLEGHENY)

On this 19th day of NOVEMBER, 1976, before me appeared C. F. BEUKEMA, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the VICE PRESIDENT of United States Steel Corporation, a Delaware corporation, 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 that said C. F. BEUKEMA acknowledges the execution of said instrument as the free act and deed of said corporation.

Flora J. Chabre
FLORA J. CHABRE, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires September 18, 1978

STATE OF MICHIGAN)ss.
COUNTY OF Jackson)

On this 21 day of December, 1976, before me appeared W. L. Reid, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Manager of Land and Right of Way of Consumers Power Company, a Michigan corporation, 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 W. L. Reid acknowledges the execution of said instrument as the free act and deed of said corporation.

Carol J. Kielar
CAROL J. KIELAR
NOTARY PUBLIC, Jackson County, Mich.
My Commission Expires February 22, 1978

Prepared by C. L. Stevens
United States Steel Corporation
800 Missabe Building
Duluth, Minnesota 55802