CONSUMERS POWER COMPANY /6

TITLE DATA Department of Conservation NAME OF GRANTOR 8-25-1960 112-27-1960 1151 1340 easement KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE Riggsville - Calcite Parcel No. 118 & 119 1.-3085 jt 5 911 Revised in part

STATE OF MICHIGAN DEPARTMENT OF CONSERVATION

FUR AND IN CONSHERATION OF One hundred twenty-five and 50/100 Dollars (\$125.50)

by the DEPARTMENT OF CONSERVATION acting under and pursuant to a resolution adopted by the CONSERVATION COMMISSION at

and to its successors and assigns, the easement and right to erect and maintain an electric transmission line consisting of poles, towers, structures, 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:

The Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 26 and the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of

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

Second party may loc. sd. rte. on, over and across sd. above desc. land alg. or adj. as near as pract. a ctr. line wh. sd. ctr. line is desc. as beg. at a point approx. 1088 ft. E of the W line of sd. Sec. 26, at a point approx. 726 ft. N of the S line of sd. Sec. run. th. S 63° E to a point approx. 80 ft. N of the S line of sd. Sec.at a point approx. 2645 ft. W of the E line of sd. Sec. run. th. Ely to the E line of sd. Sec. 26, at a point

in hand paid, the receipt of which is hereby acknowledged, the STATE OF MICHIGAN

, 1960 , and by virtue of the authority conferred by Act No. 10, P.A. 1953,

County of Presque Isle , State of Michigan,

EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION

a corporation, whose post office address is 212 West Michigan Avenue, Jackson, Michigan

ACCOUNT NO.

21

MICHIGAN									ı Presque Isle										। Bearinger томмэнир												
MUNICIPALIT										COUNTY									26 SECTION				TOWNSI 1 T 36 N TOWN				 	HIP I R 2 E RANGE			
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BALANCE		386 23																													
A A		· 63																													
TRANSFERS					-	,	-	-														,									
AMOUNT		\$ 386 23				-								-									,								
ITEMS OF COST	II . 1	103a-3, Working Papers)										*																			
JOURNAL	581																														
Ā	1960																														

MAFPED AND CHECKED



its meeting held on August 12

approx. 85 ft. N of the S line of sd. Sec.

dues hereby Convey and Quit-Claim to Consumers Power Company

Section 26, being all in Township 36 North, Range 2 East.

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

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS -

Sheets

Sheets

Sheets

Sheet

Plan & Profile No.

Survey Map No.

2. Opinions of A. 3. Title Search

4. Mortgage Release

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 4 of

1. Abstract

## CONSUMERS POWER COMPANY

(2) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the authorized representative of the Department of Genservation prior to commencing operations under this essement, 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</u>, <u>District Forester</u>, <u>Department</u> (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 under only upon approval of the Department of Conservation before such relocation takes place. (4) Grantee, its successors or assigns, accepts this essement subject to all prior and valid essements, per-mits, licenses, leases and other rights existing or pending at the time of the issuance of this essement, 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 asid line on a strip of land 100 feet wide, being 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 authorised field representative. (7) Grantee, its successors or assigns, agrees that all commercial forest products cut by the grantee here-under 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 negli-gent 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 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 (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 (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, shell 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 WITHERS 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 25th day of August, 1960. Signed, Sealed and Delivered DEPARTMENT OF CONSERVATION in the Presence of: FOR THE STATE OF MICHIGAN とう、ラールー R. G. Hood alex-reces Caylord A. Walker, STATE OF MICHIGAN COUNTY OF INCHAM On this 25th day of August, A.D. 19 50, before me, a Notary Public in and for said County, personally appeared Gaylord A, Walker, 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 schnowledged 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. My commission expires thorombon 24, 1952 Robert G. Mood, Notary Public, Ingham County, Michigan

Cons. 6207 5/57

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TRACT 318 D103-1 CONTINUED

ACCOUNT NO.

MAP.

Deputy Director