

13

TITLE DATA

Department of Conservation

TRACT 326-D103-1

NAME GRANTOR
easement 7-5-1960 12-27-1960 151 1352
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 44 54 0104

MAP 21

Riggsville - Calcite

Parcel No. 101
L-3085-A
Sheet 1 of 5

STATE OF MICHIGAN
DEPARTMENT OF CONSERVATION

WRM
12-4

EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINE

FOR AND IN CONSIDERATION OF Thirty and no/100 Dollars (\$30.00)
in hand paid, the receipt of which is hereby acknowledged, the STATE OF MICHIGAN
by the DEPARTMENT OF CONSERVATION acting under and pursuant to a resolution adopted by the CONSERVATION COMMISSION at
its meeting held on June 12 1959 and by virtue of the authority conferred by Act No. 10, P.A. 1953,
does hereby Convey and Quit-Claim to Consumers Power Company,
a corporation, whose post office address is 212 West Michigan Avenue, Jackson, Michigan
and to its successors and assigns, the easement and right to erect and maintain an electric transmission line con-
sisting of poles, ~~transmission~~ wires, cables and conduits, together with anchors, guy wires and other appurten-
ances and fixtures necessary for the purpose of transmitting and distributing electricity and/or conducting a communi-
cation business, together with the right to go upon the land herein described and maintain same on, over and across the
following State-owned land:

Land in the Township of Bearinger County of Presque Isle State of Michigan,
as follows, to-wit:

The Southwest one-quarter (1/4) of the Southwest one-quarter (1/4) of Section 18, Township 36
North, Range 2 East.

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

(1) The route to be taken by said line of poles, ~~transmission~~ 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 and
across said above described land along or adjoining as near as practicable a center line, which
said center line is described as beginning on the West line of Section 18, Township 36 North,
Range 2 East, at a point approximately 452 feet North of the South line of said Section, running
thence South 70° 30' East to a point approximately 63 feet East of the West line of said Section
18, running thence South 64° East to a point approximately 150 feet East of the North and South
quarter line of Section 28 of said Township at a point approximately 300 feet South of the North
line of said Section 28.

		MICHIGAN	Presque Isle	Bearinger
		STATE	COUNTY	TOWNSHIP
				18 T 36 N R 2 E
				SECTION TOWN RANGE
		PLAT OR AREA		
BALANCE				
	\$ 290.73			
TRANSFERS				
AMOUNT				
	\$ 290.73			
ITEMS OF COST				
	Original Cost (See Vol 1R4, Exhibit 103a-3, Working Papers)			
JOURNAL ENTRY				
	581			
DATE				
	Dec 1960			

MAPPED AND CHECKED

30 YR. APPT. RECORD 1293 #19 ml
Tress

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 4 of 7 Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of _____
3. Title Search _____
4. Mortgage Release _____

7.

(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. Said Department representative is A. K. Braidwood, District Forester, Department 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 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) 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 prima 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 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 WITNESS 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 5th day of July, 1960.

Signed, Sealed and Delivered
in the Presence of:
[Signature]
R. G. Wood
[Signature]
Jane Bower

DEPARTMENT OF CONSERVATION
FOR THE STATE OF MICHIGAN
[Signature]
Gaylord A. Walker, Deputy Director

STATE OF MICHIGAN }
COUNTY OF INGHAM } ss

On this 5th day of July, A.D. 19 60, 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 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.

[Signature]
My commission expires November 24, 1962 Robert G. Wood, Notary Public, Ingham County, Michigan