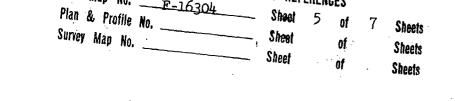
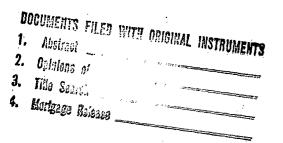
| 3 | Department of Conservation | CONSUMERS POWER COM | | | | | NY C | Y Q3 TRACT | | | 316-D103-2 | | |
|----------------|--|---------------------------|-------------------------------------|-----------------------|--|--------------------------|------|---------------|-------|-------------------------------------|------------|--|--|
| | NAME OF CRANTOR | 006 | ACCOUNT NO | | | | | | 1 | MAP | 22 | | |
| 4. 1. 2. | Riggsville - Calcite Par 16 I-3085 | Parcel No. 121 | MICHIGAN Presque Is STATE COUNTY | | | | | le . 30 | | Ocqueoc Township T 36 N R 3 E | | | |
| 65 | | | MUNIC | | | CIPALITY PLAT OR AREA | | SEC | CTION | TOWN | RANGE | | |
| | EASEMENT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSPESSION LI | NE | ш У | 80 73 | | | | | | | | | |
| | HUR AND IN CONSIDERATION OFOne hundred twenty and no/100 Dollars (\$120.00) in hand paid, the receipt of which is hereby acknowledged, the STAT by the DEPARTMENT OF CONSERVATION acting under and pursuant to a resolution adopted by the CONSERVATION its meeting held onAugust 12, 1960, and by virtue of the authority conferred by Act No. 1 | COMMISSION at | BALAN | -9- | | | | | | | | | |
| | dues hereby Convey and Quit-Claim to <u>Consumers Power Company</u> a corporation, whose post office address is <u>212 West Michigan Avenue</u> , Jackson, Mich and to its successors and assigns, the essement and right to erect and maintain an electric <u>transmissi</u> sisting of poles, towers, structures, wires, cables and conduits, together with anchors, guy wires and or ances and fixtures mecessary for the purpose of transmitting and distributing electricity and/or conducti cation business, together with the right to go upon the land herein described and maintain same on, over a following State-owned land: | <u>on</u> line con- | E RS | | | | | | | | | | |
| | Land in the Township of <u>Ocqueoc</u> County of <u>Presque Isle</u> , State as follows, to-wit: The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 30, and Government Lot #4 of Section | of Michigan, 30, being | TRANSFERS | | | | | | | | | | |
| | all in Township 36 North, Range 3 East. | · · · | AMOUNT | 380 73 | | | | | | | | | |
| | | · · · | | (3 (3 | | | | | | | | | |
| | This easement is granted subject to the following regulations and conditions: (1) The route to be taken by said line of poles, towers, structures, wires, cables and conduits and under said land being more specifically described as follows: | d conduita across, over | | Exhibit ing Paper | | | | | | | | | |
| | and under said land being more specifically described as follows: Second party may loc. sd. rte. on, over and across sd. above desc. land alg. or near as pract. a ctr. line, wh. sd. ctr. line is desc.as beg. on the W line of a at a point approx. 200 ft. N of the S line of sd. Sec. run. th. E'ly to the E li Sec. 30, at a point approx. 490 ft. N of the S line of sd. Sec. | adj. as sd. Sec. 30. | OF COS | /ol IR4, -3, Worki | | | | | | | | | |
| | | | ITEMS | Cost (See J 103a- | | | | | | | | | |
| | | | | Original | | | | | | | | | |
| | | | JOURNAL ENTRY | 281 (| | | | | | | | | |
| MAPPE | | - | DATE | c 1960 | | | | | | | | | |
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CONSUMERS POWER COMPANY

ACCOUNT NO._

MAP.

(2) Grantee, its successors or assigns by the acceptance of this instrument, agrees to notify the author-ized 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 <u>A. K. Braidwood</u>, District Forester, Department of Conservation, Onaway, Hubigan or his successor.

(3) Grantes, 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, per-mits, licenses, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said lend.

(5) Grantee, its successors or assigns, and its or their sgents 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 asid line on a strip of land ________feet wide, being ________feet on each side of the center line of the <u>truttenipeton</u> 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 suthorized field representative.

(7) Grantee, its auccessors 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 foreat 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 megli-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 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 accured 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 peragraph 11 hereof, without first securing the written sproval 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 essement arising out of the negligence of the grantee in its operations on the right-of-way hereby conveyed.

IN WITNESS WHENCOF, 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 <u>August</u>, 19<u>60</u>.

Signed, Sealed and Delivered in the Presence of:

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"overber 24, 1962

DEPARTMENT OF CONSERVATION FOR THE STATE OF MICHIGAN

(1sold

Deputy Director

16-2:2 2 Gayland A. Jolker,

STATE OF MICHIGAN

COUNTY OF INCHAM

My commission expires

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On this <u>25th</u> day of <u>August</u>, <u>A.D. 1950</u>, before me, a Notary Public in and for said County, personally spieared <u>Conservation</u> to be the same person who executed the within instrument, and who acknowledged the same to be his 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. _ A.D. 19<u>50</u>, before me, a Notary Public in and for

1 Tobart Excined

Robert C. Wood, Notary Public, Ingham County, Michigan

Cons. 6207

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