

STATE OF MICHIGAN



JAMES J. BLANCHARD, Governor

DEPARTMENT OF MANAGEMENT AND BUDGET

P.O. BOX 30026, LANSING, MICHIGAN 48909
ROBERT H. NAFTALY, Director

April 23, 1984

Ms. Gay Meese, Supervisor
Great Seal
Department of State
Capitol Building, Room 114
Lansing, Michigan

SUBJECT: Land Acquisition - Department of Corrections

In a land exchange arranged for by the Department of Natural Resources, the State of Michigan acquired land for the Department of Corrections in Gogebic County.

The enclosed original deed, recorded in Liber 222, pages 105-107, is for permanent recording. Should you have any questions or require additional information, please call me at 38886.

Sincerely,

Thomas R. Bouman

Thomas R. Bouman, CPM, Supervisor
Lansing Office
Real Estate Division

TRB/jmb

Enclosure

cc: John Sullivan
Al Whitfield
Raymond E. Padgett

RECEIVED
Michigan Dept. of State

APR 24 1984

Great Seal & Reg. Unit

EXCHANGE DEED

THIS DEED, made this 26th day of March, 1984, between the UNITED STATES OF AMERICA, Washington, D.C., Grantor, acting herein by and through the Forest Service, United States Department of Agriculture, and the STATE OF MICHIGAN, Grantee.

WITNESSETH: That the Grantor, hereunto authorized by the Act of Congress approved March 1, 1911 (16 U.S.C. 516), as amended, and the Act of Congress approved October 21, 1976 (43 U.S.C. 1716), the provisions of which have been complied with, for and in consideration of the conveyance to it by the Grantee of 646.73 acres of land, more or less, situated in Baraga, Gogebic, Iron, Ontonagon and Houghton Counties, Michigan, which land is of equal value to the land herein conveyed, the receipt of which is hereby acknowledged, does by these presents, remise, release and quitclaim unto the Grantee all its right, title and interest in and to the real property situated in Gogebic County, Michigan, described as follows:

TOWNSHIP FORTY-FIVE NORTH, RANGE FORTY-THREE WEST
MICHIGAN MERIDIAN

A-69464

SECTIONS EIGHT AND SEVENTEEN:

REGISTER'S OFFICE
GOGEBIC COUNTY, MICH.

Received for Record April 12, 1984

At 10.00 o'clock Am

Liber 222 of Deeds, Page 105

Betty Saari, Dep.
Register of Deeds

That part of Sections 8 and 17, more particularly described as follows:

Commencing at the brass cap monument at the southwest corner of said Section 8; thence East, 3024.26 feet and South, 36.83 feet to an aluminum monument stamped A.P. NO. 1 which is the point of beginning; thence N 17° 41.7'W, 865.56 feet to an aluminum monument stamped A.P. NO. 2; thence N 15° 12.6'E, 601.95 feet to an aluminum monument stamped A.P. NO. 3; thence N 35° 14.5'E, 438.88 feet to an aluminum monument stamped A.P. NO. 4; thence N 37° 25.0'E, 548.16 feet to an aluminum monument stamped A.P. NO. 5; thence S 87° 30.6'E, 463.59 feet to an aluminum monument stamped A.P. NO. 6; thence S 19° 16.3'E, 2065.64 feet to an aluminum monument stamped A.P. NO. 7; thence S 58° 17.2'W, 876.97 feet to an aluminum monument stamped NO. 8; thence N 75° 14.8'W, 910.05 feet to an aluminum monument stamped A.P. NO. 1 which is the point of beginning;

containing 70.40 acres, more or less.

CU 3/15/84
CU 3/15/84
Average Deed...
...L.C. ...

SUBJECT TO easements, if any, for established or existing roads, highways, railroads and utilities.

RESERVING an easement to the United States of America, and its assigns, for an existing road referred to as Forest Road #323, as now located and constructed on the above-described land. The rights herein reserved include the reconstruction, improvement and maintenance of the road and full, free and quiet use. If the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Grantee or its assigns.

TO HAVE AND TO HOLD the above-described real property unto the Grantee and its assigns forever, together with all hereditaments and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this deed pursuant to the delegation of authority promulgated in Title 7 CFR § 2.60, and 45 Fed. Reg. 17169, dated March 18, 1980, on the day and year first above written.

In the presence of:

UNITED STATES OF AMERICA

Peggy Matlock
Peggy Matlock

Wanda E. Wielgus
Wanda E. Wielgus

By *Floyd J. Marita*
FLOYD J. MARITA
Deputy Regional Forester
Eastern Region
Forest Service
Department of Agriculture

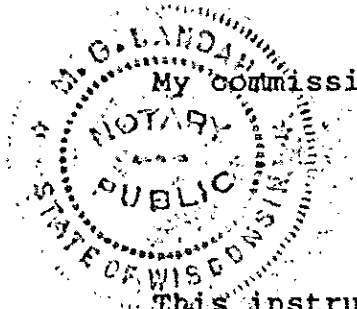
STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS

The foregoing instrument was acknowledged before me this
26th day of March, 1984, by
FLOYD J. Marita.

M. G. Landall

Notary Public

(NOTARIAL SEAL)



My commission expires: 1-31-88

This instrument was drafted by James A. Pfeil, Attorney,
Office of the General Counsel, U.S. Department of
Agriculture, Milwaukee, Wisconsin.

CAMP PROGRAMS
APR 2 1 37 PM '84
STATE OF WISCONSIN
DEPT. OF AGRICULTURE

LIBER 222 PAGE 1 07



STATE OF MICHIGAN - GOGEBIC COUNTY
RECORDED
GERRY R. PELISSERO - REGISTER OF DEEDS
03/15/2006 10:44:10 AM



LIBER 456

PAGE 201

RECEIPT# 15519, STATION 1
\$23.00 QUIT CLAIM DEED

QUITCLAIM DEED

2001 Revenue Bonds, Series I
Department of Corrections
Camp Ojibway - Additional Housing Units

THIS QUITCLAIM DEED is made as of August 1, 2005, between the STATE BUILDING AUTHORITY (the "Authority"), a public body corporate and politic, organized and existing under the authority of 1964 PA 183, as amended (the "Act"), whose address is Lewis Cass Building, 320 S. Walnut, Lansing, Michigan 48909, Grantor, and the STATE OF MICHIGAN, whose address is Capitol Building, Lansing, Michigan, Grantee;

The Authority, as authorized by the Act, acquired the premises described on Exhibit A for the purpose of leasing the premises, including facilities constructed thereon, to the State of Michigan (the "State") (the premises and the facilities together are the "Facilities"), and the Authority leased the Facilities to the State pursuant to a lease dated as of March 1, 2001 (the "Lease").

Under the terms of the Lease, the Authority agreed to convey title to the Facilities to the State upon request by the State after certain conditions specified in the Lease have occurred.

All conditions precedent, as established by the Lease, to conveyance of title to the Facilities by the Authority to the State have occurred and the State has requested that the Authority convey title to the Facilities to the State.

NOW THEREFORE, the STATE BUILDING AUTHORITY QUITCLAIMS to the STATE OF MICHIGAN the premises described on attached Exhibit A, together with all right, title and interest of the Authority in and to the premises; together with all the easements of record, tenements, hereditaments and appurtenances belonging or appertaining thereto for the use of the State for the sum of One (\$1.00) Dollar, the receipt of which is acknowledged, and the assumption by the State of all monetary obligations and legal responsibilities for the operation and maintenance of the Facilities.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. MCL 560.109(4).

The Grantor grants to the Grantee the right to make all available divisions under Section 108 of the Land Division Act, 1967 PA 288, as amended, MCL 560.108.

THIS INSTRUMENT IS EXEMPT FROM COUNTY AND STATE REAL ESTATE TRANSFER TAX PURSUANT TO MCL 207.505(h)(i) AND MCL 207.526(h)(i), RESPECTIVELY.

The State Building Authority, by its Deputy Executive Director, and the State of Michigan, by its Governor and Secretary of State, have executed this instrument as of the date written above.

STATE BUILDING AUTHORITY
By Deborah M. Roberts
Deborah M. Roberts
Its: Deputy Executive Director

STATE OF MICHIGAN
By Jennifer M. Granholm
Jennifer M. Granholm
Its: Governor

By Terri Lynn Land
Terri Lynn Land
Its: Secretary of State



LIBER 456

PAGE 202

STATE OF MICHIGAN)
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in Ingham County, Michigan this 12th day of August 2005, by Deborah M. Roberts, as Deputy Executive Director, on behalf of the State Building Authority.

Tracy L. DeLlerca
Notary Public
Eaton County, Michigan
Acting in Ingham County, Michigan
My Commission Expires: August 6, 2007

TRACY L. DELLERCA
NOTARY PUBLIC EATON CO., MI
MY COMMISSION EXPIRES AUG 6, 2007
Tracy L. DeLlerca

STATE OF MICHIGAN)
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in Ingham County, Michigan this 1st day of March 2006, by Jennifer M. Granholm, as Governor of the State of Michigan, on behalf of the State of Michigan.

Sherry A. Hicks
Notary Public
Oakland County, Michigan
Acting in Ingham County, Michigan
My Commission Expires: March 27, 2008

SHERRY A. HICKS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Mar. 27, 2008
Acting in the County of Ingham

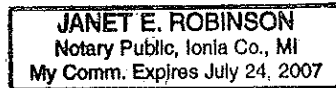
STATE OF MICHIGAN)

COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in Ingham County, Michigan this 6th day of February 2006, by Terri Lynn Land, as Secretary of State of the State of Michigan, on behalf of the State of Michigan.

Janet E. Robinson
Notary Public
Ionia County, Michigan
Acting in Ingham County, Michigan
My Commission Expires: 7-24-07

Janet E. Robinson



(Names of all signatories must be typed or legibly printed in black beneath their signatures.)

Drafted By and When Recorded Return To:

Alan J. Lambert
Assistant Attorney General
Finance Division
P.O. Box 30754
Lansing, Michigan 48909
Telephone: (517) 373-1130



LIBER 456

PAGE 203

cm/Filing Cabinet/SBA/2005 Rev Ref, Series I/DOC-Camp Ojibway/QCD

EXHIBIT A

DEPARTMENT OF CORRECTIONS
CAMP OJIBWAY
ADDITIONAL HOUSING UNITS

Legal Description

A parcel of land located in the Township of Marenisco, Gogebic County, Michigan.

All that part of Sections 8 and 17, in T45N, R43W, more particularly described as follows:

Commencing at the brass cap monument at the southwest corner of said section 8; thence East 3024.26 feet and South 36.83 feet, to an aluminum monument stamped A.P. NO. 1, which is the point of beginning; thence N17°41.7'W (N17°41'42"W) 865.56 feet, to an aluminum monument stamped A.P. NO. 2; thence N15°12.6'E (N15°12'36"E) 601.95 feet, to an aluminum monument stamped A.P. NO. 3; thence N35°14.5'E (N35°14'30"E) 438.88 feet, to an aluminum monument stamped A.P. NO. 4; thence N37°25.0'E (N37°25'00"E) 548.16 feet, to an aluminum monument stamped A.P. NO. 5; thence S87°30.6'E (S87°30'36"E) 463.59 feet, to an aluminum monument stamped A.P. NO. 6; thence S19°16.3'E (S19°16'18"E) 2065.64 feet, to an aluminum monument stamped A.P. NO. 7; thence S58°17.2'W (S58°17'12"W) 876.97 feet, to an aluminum monument stamped A.P. NO. 8; thence N75°14.8'W (N75°14'48"W) 910.05 feet, to an aluminum monument A.P. NO. 1, which is the point of beginning.



LIBER 456

PAGE 204



**QUIT CLAIM
DIRECT SALE DEED**

No.214845

MICHIGAN DEPARTMENT OF NATURAL RESOURCES
LAND AND MINERAL SERVICES DIVISION
Issued under Act 451, Public Acts of 1994, as amended.

THIS DEED, made this 9th day of January, 2001 BY AND BETWEEN, the DEPARTMENT OF NATURAL RESOURCES for the STATE OF MICHIGAN, by authority of Part 21, General Real Estate Powers, of the Natural Resource and Environmental Protection Act, Act 451, P.A. of 1994, being Sections 324.2132, as amended, hereafter called "Grantor", and

The State of Michigan, whose address is Real Estate Division, Department of Management and Budget
530 West Allegan, P.O. Box 30026
Lansing, Michigan 48909

hereafter called "Grantee".

WITNESS, that the land sold under the authority of Act 451, P.A. of 1994 and the approval by the Director of the Department of Natural Resources, dated the 11th day of March 1999, authorized the sale of the land to Grantee in consideration of Thirty Four Thousand and No/100 (\$34,000.00) DOLLARS, to be deposited in THE LAND EXCHANGE FACILITATION FUND.

The Grantor, acting for and in behalf of the State of Michigan under and by authority of Act 451, P.A. of 1994, hereby grants, conveys, and quit-claims unto the Grantee and to Grantee's heirs, successors, and assigns, all the right, title and interest acquired by the State of Michigan in and to the following described land located in the County of Gogebic, State of Michigan:

SEE EXHIBIT A FOR LEGAL DESCRIPTION

Exemption from State Transfer Tax is claimed under authority of Section 6(h)(i), Act 255, P.A. 1994 (207.526, Michigan Compiled Laws).

Exemption from County Real Property Transfer Fee is claimed under authority of Section 5(h), Act 134, P.A. 1966 (207.505, Michigan Compiled Laws).

PR 6307
(Rev. 7/27/2000)

This Property may be located within the vicinity of farmlands or a farm operation. Generally accepted agricultural practices, which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the Grantor, by its Manager, Land Records and Tax Reversion, has signed and affixed the seal of the Department of Natural Resources the day and year first above written.

Signed, Sealed and Delivered in Presence of:

DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN

Marlene K. Harris
Marlene K. Harris
Kimberly A. Kolich
Kimberly A. Kolich

By: Lois A. Klender
Lois A. Klender, Manager
Land Records & Tax Reversion
Land and Mineral Services Division

STATE OF MICHIGAN } ss.
County of Ingham

The foregoing instrument was acknowledged before me this 9th day of January, 2001, by Lois A. Klender, Manager, Land Records and Tax Reversion, Land and Mineral Services Division of the Department of Natural Resources for the State of Michigan.

Roxanne L. Harris
Roxanne L. Harris, Notary Public
Ingham County, Michigan

Recorded in Liber 432 of Deeds, Page 345
(Land and Mineral Services Division Records)

Prepared by:
ROXANNE L. HARRIS
LAND AND MINERAL SERVICES DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
P O BOX 30448
LANSING MICHIGAN 48909-7948

My Commission Expires: February 21, 2003

Township of Marenisco

Commencing at the Section corner common to Sections 8, 9, 16 and 17, Town 45 North, Range 43 West., also being the point of beginning of this description; Thence South $00^{\circ}21'47''$ East along the Section line common to said Sections 16 and 17, a distance of 243.02 feet; thence due West, a distance of 1309.93 feet to a found U.S.F.S. aluminum monument known as A.P-8; thence continuing due West, a distance of 675.24 feet; thence N $79^{\circ}17'02''$ West, a distance of 329.83 feet; thence South $88^{\circ}44'30''$ West, a distance of 246.29 feet; thence North $20^{\circ}12'15''$ West, a distance of 339.45 feet; thence North $13^{\circ}11'41''$ West, a distance of 250.69 feet; thence due North, a distance of 1811.85 feet; thence due East, a distance of 1019.71 feet to a found U.S.F.S. aluminum monument known as A.P-5; thence South $37^{\circ}23'03''$ West, a distance of 548.16 feet to a found U.S.F.S. aluminum monument known as A.P-4; thence South $35^{\circ}10'32''$ West, a distance of 438.52 feet to a found U.S.F.S. aluminum monument known as A.P-3; thence South $15^{\circ}10'41''$ West, a distance of 601.78 feet to a found U.S.F.S. aluminum monument known as A.P-2; thence South $17^{\circ}43'37''$ East, a distance of 865.63 feet; thence South $75^{\circ}16'58''$ East, a distance of 909.56 feet to said A.P-8; thence North $58^{\circ}15'02''$ East, a distance of 876.75 feet to a found U.S.F.S. aluminum monument known as A.P-7; thence North $19^{\circ}18'32''$ West, a distance of 1259.05 feet; thence North $22^{\circ}50'07''$ East, a distance of 140.73 feet; thence North $20^{\circ}35'12''$ East, a distance of 189.09 feet; thence South $40^{\circ}29'04''$ East, a distance of 362.72 feet; thence South $42^{\circ}07'27''$ West, a distance of 52.00 feet; thence South $30^{\circ}55'10''$ East, a distance of 622.93 feet; thence South $55^{\circ}02'39''$ East, a distance of 419.14 feet to a point on the Section line common to said Sections 8 and 9; thence South $00^{\circ}33'58''$ West along the Section line common to said Sections 8 and 9, a distance of 624.31 feet to the point of beginning. Parcel contains 54.2 acres, more or less.

SUBJECT TO easements, if any, for established or existing roads, highways, railroads and utilities, as set forth in Liber 310, Page 986 of the Gogebic County, Michigan land records.

RESERVING TO the United States of America, its successors and assigns a right-of-way for Forest Road 8220, the easement being sixty-six feet in width, lying thirty-three feet equally on each side of the centerline.

The Grantor grants to the Grantee(s) the right to make the full number of divisions under Section 108 of the Land Division Act, Act No. 288 of the Public acts of 1967, as amended.

STATE OF MICHIGAN



JOHN ENGLER, Governor

DEPARTMENT OF MANAGEMENT & BUDGET

P.O. BOX 30026, LANSING, MICHIGAN 48909

Mark A. Murray, Director

RECEIVED
Mich. Dept. of State

AUG 6 1995

Office of the Great Seal

July 31, 1995

MEMORANDUM

TO: Helen Kruger, Supervisor
Great Seal
Department of State

FROM: Margaret Zak *MZ*
Real Estate Division

SUBJECT: Request for Final Recording for the Department of Corrections for Property
Located in Marenisco Township, Gogebic County, Michigan

Enclosed please find attached the following:

Copy of an Easement

This document has been recorded at the Gogebic County Register of Deeds in Liber 304, pages 219-224. Please arrange for permanent filing.

Should you have any questions please call me at 50712.

MZ:db

cc: Mary Levine
George Walter, DOC w/copy of enclosures
Pete Beaver, DMB w/copy of enclosures
Gary Hicks, AG w/copy of enclosures

E:\SEC\DONNA\1953065.DOC

EASEMENT AGREEMENT

This agreement, made on June 22, 1995, by and between the STATE OF MICHIGAN, by its Department of Management and Budget, whose address is Real Estate Division, P.O. Box 30026, Lansing, Michigan 48909, and Upper Peninsula Telephone Company, a Michigan corporation, whose address is US Highway 41, Carney, Michigan 49812 (hereafter "Grantee");

WITNESSETH: For and in consideration and payment of an administrative fee of fifty and no/100ths dollars (\$50.00) and a fee in the amount of one and no/100ths dollar (\$1.00) for the value of the easement, the receipt of which is acknowledged, and compliance with the mutual covenants contained herein, and other valuable consideration, the STATE OF MICHIGAN, DEPARTMENT OF MANAGEMENT AND BUDGET, acting pursuant to the authority of 1984 PA 431, as amended, and pursuant to a resolution of the State Administrative Board dated May 16, 1995, hereby grants and conveys to Grantee an easement for the purpose of constructing and maintaining a telephone line and switch station on the following state-owned property located in the Township of Marenisco, County of Gogebic, Michigan:

Located in the Southeast Quarter of Section Eight (8), Township 45 North, Range 43 West, Michigan Meridian, County of Gogebic, State of Michigan, more particularly described as follows: Beginning at a point on the Southerly Right of Way of Forest Road 323 which point is 3499.66 feet East and 1610.28 feet North of the Southwest corner of Section 8, T45N-R43W; thence running North 68 degrees 28'21" West along the Southerly Right of Way Line of Forest Road 323 for a distance of 50.00 feet; thence running South 16 degrees 51'39" West for a distance of 50.00 feet; thence running South 68 degrees

28'21" East for a distance of 35.00 feet; thence running south 16 degrees 51'39" West for a distance of 242.43 feet to the Centerline of an existing Utility Easement; thence running South 86 degrees 15'21" East along said Centerline for a distance of 15.35 feet; thence running North 16 degrees 51'39" East for a distance of 287.72 feet to the Point of Beginning. Contains 0.140 Acres more or less.

This Easement is granted subject to the following terms and conditions, which Grantee hereby agrees to accept and comply with:

1. Grantee must notify the Director of the Design Division, Office of Facilities, Department of Management and Budget (the authorized representative of the Department of Management and Budget), and the Camp Supervisor of Camp Ojibway, Michigan Department of Corrections, prior to commencing operations, alterations, modifications, maintenance, or entry upon the described property, and to provide copies of engineering or architectural drawings prior to, and after completion of, such operations, alterations or modifications to or upon the said easement.
2. Any relocation of the line of easement set forth in this instrument will be made only upon the prior written approval of the Department of Management and Budget before such relocation is undertaken. Grantee further agrees that any relocation shall be completed at its sole expense.
3. Grantee accepts this easement subject to all prior easements, permits, licenses, leases and other rights existing or pending at

the time of the issuance of this easement, which may have been granted upon said lands.

4. In the event that State necessity requires the placement of buildings or other structures upon said easement, or in such proximity to such easement as to interfere with such easement, Grantee agrees that the State shall, in its sole discretion, have the right to relocate the line of easement at State's sole expense. Subject to the terms and conditions of this agreement, Grantee shall have the right and authority to enter upon said easement at all reasonable times for the purpose of constructing, repairing, removing, replacing, or maintaining said easement, as is reasonably necessary for the purposes set forth herein, and to trim, remove or control any trees or foliage when necessary to the maintenance of said easement.

5. Grantee shall maintain said easement and its appurtenances in good repair, take reasonable precautions to prevent any damage to State property arising from Grantee's use of or access to said easement, and to repair, replace, or pay the State for any damages to State property, wherever situated, arising from the acts or omissions of Grantee in such use or access. In exercising its rights under this easement, Grantee shall comply with all applicable laws and shall obtain any permits required by law.

6. Modifications or alterations to the appurtenances in or upon said easement, required by any existing or future laws, ordinances, or regulations of local, State or Federal Government, are

to be made by Grantee at its expense and at no expense to the State.

7. In the event that the easement herein conveyed is abandoned or discontinued from use or service for a continuous period of two (2) years by Grantee, then and in that event this easement shall terminate; and Grantee agrees upon such abandonment, and upon the request of the State, its successors or assigns, to release and quit-claim all rights secured hereby to the State, its successors or assigns. In the event of such abandonment of the rights herein conveyed Grantee agrees, except as herein otherwise provided, to remove its property, appurtenances, etc., from the easement at its expense in a good and workmanlike manner satisfactory to the State's authorized representative.

8. It is expressly understood and agreed that Grantee shall not assign this easement or any portion thereof without the prior written consent of the State, its successors or assigns. The terms and conditions of this agreement shall be binding upon the successors and authorized assigns of the respective parties.

9. The Grantee shall indemnify and hold the State of Michigan, and all of its departments and employees, harmless from all claims, demands, actions, or liability for property damage, personal injury, or death sustained by any person arising in any manner out of Grantee's use of the easement or from any act or

STATE OF MICHIGAN



JAMES J. BLANCHARD, Governor

DEPARTMENT OF MANAGEMENT AND BUDGET

P.O. BOX 30026, LANSING, MICHIGAN 48909
ROBERT H. NAFTALY, Director

April 23, 1984

Ms. Gay Meese, Supervisor
Great Seal
Department of State
Capitol Building, Room 114
Lansing, Michigan

SUBJECT: Land Acquisition - Department of Corrections

In a land exchange arranged for by the Department of Natural Resources, the State of Michigan acquired land for the Department of Corrections in Gogebic County.

The enclosed original deed, recorded in Liber 222, pages 105-107, is for permanent recording. Should you have any questions or require additional information, please call me at 38886.

Sincerely,

A handwritten signature in cursive script that reads "Thomas R. Bouman".

Thomas R. Bouman, CPM, Supervisor
Lansing Office
Real Estate Division

TRB/jmb

Enclosure

cc: John Sullivan
Al Whitfield
Raymond E. Padgett

RECEIVED
Michigan Dept. of State

APR 24 1984

Great Seal & Reg. Unit

STATE OF MICHIGAN



JOHN ENGLER, Governor

DEPARTMENT OF MANAGEMENT & BUDGET

P.O. BOX 30026, LANSING, MICHIGAN 48909

Mark A. Murray, Director

RECEIVED
Mich. Dept. of State

AUG 6 1995

Office of the Great Seal

July 31, 1995

MEMORANDUM

TO: Helen Kruger, Supervisor
Great Seal
Department of State

FROM: Margaret Zak *MZ*
Real Estate Division

SUBJECT: Request for Final Recording for the Department of Corrections for Property
Located in Marenisco Township, Gogebic County, Michigan

Enclosed please find attached the following:

Copy of an Easement

This document has been recorded at the Gogebic County Register of Deeds in Liber 304, pages 219-224. Please arrange for permanent filing.

Should you have any questions please call me at 50712.

MZ:db

cc: Mary Levine
George Walter, DOC w/copy of enclosures
Pete Beaver, DMB w/copy of enclosures
Gary Hicks, AG w/copy of enclosures

E:\SEC\DONNA\953065.DOC

EASEMENT AGREEMENT

This agreement, made on June 22, 1995, by and between the STATE OF MICHIGAN, by its Department of Management and Budget, whose address is Real Estate Division, P.O. Box 30026, Lansing, Michigan 48909, and Upper Peninsula Telephone Company, a Michigan corporation, whose address is US Highway 41, Carney, Michigan 49812 (hereafter "Grantee");

WITNESSETH: For and in consideration and payment of an administrative fee of fifty and no/100ths dollars (\$50.00) and a fee in the amount of one and no/100ths dollar (\$1.00) for the value of the easement, the receipt of which is acknowledged, and compliance with the mutual covenants contained herein, and other valuable consideration, the STATE OF MICHIGAN, DEPARTMENT OF MANAGEMENT AND BUDGET, acting pursuant to the authority of 1984 PA 431, as amended, and pursuant to a resolution of the State Administrative Board dated May 16, 1995, hereby grants and conveys to Grantee an easement for the purpose of constructing and maintaining a telephone line and switch station on the following state-owned property located in the Township of Marenisco, County of Gogebic, Michigan:

Located in the Southeast Quarter of Section Eight (8), Township 45 North, Range 43 West, Michigan Meridian, County of Gogebic, State of Michigan, more particularly described as follows: Beginning at a point on the Southerly Right of Way of Forest Road 323 which point is 3499.66 feet East and 1610.28 feet North of the Southwest corner of Section 8, T45N-R43W; thence running North 68 degrees 28'21" West along the Southerly Right of Way Line of Forest Road 323 for a distance of 50.00 feet; thence running South 16 degrees 51'39" West for a distance of 50.00 feet; thence running South 68 degrees

28'21" East for a distance of 35.00 feet; thence running south 16 degrees 51'39" West for a distance of 242.43 feet to the Centerline of an existing Utility Easement; thence running South 86 degrees 15'21" East along said Centerline for a distance of 15.35 feet; thence running North 16 degrees 51'39" East for a distance of 287.72 feet to the Point of Beginning. Contains 0.140 Acres more or less.

This Easement is granted subject to the following terms and conditions, which Grantee hereby agrees to accept and comply with:

1. Grantee must notify the Director of the Design Division, Office of Facilities, Department of Management and Budget (the authorized representative of the Department of Management and Budget), and the Camp Supervisor of Camp Ojibway, Michigan Department of Corrections, prior to commencing operations, alterations, modifications, maintenance, or entry upon the described property, and to provide copies of engineering or architectural drawings prior to, and after completion of, such operations, alterations or modifications to or upon the said easement.
2. Any relocation of the line of easement set forth in this instrument will be made only upon the prior written approval of the Department of Management and Budget before such relocation is undertaken. Grantee further agrees that any relocation shall be completed at its sole expense.
3. Grantee accepts this easement subject to all prior easements, permits, licenses, leases and other rights existing or pending at

the time of the issuance of this easement, which may have been granted upon said lands.

4. In the event that State necessity requires the placement of buildings or other structures upon said easement, or in such proximity to such easement as to interfere with such easement, Grantee agrees that the State shall, in its sole discretion, have the right to relocate the line of easement at State's sole expense. Subject to the terms and conditions of this agreement, Grantee shall have the right and authority to enter upon said easement at all reasonable times for the purpose of constructing, repairing, removing, replacing, or maintaining said easement, as is reasonably necessary for the purposes set forth herein, and to trim, remove or control any trees or foliage when necessary to the maintenance of said easement.

5. Grantee shall maintain said easement and its appurtenances in good repair, take reasonable precautions to prevent any damage to State property arising from Grantee's use of or access to said easement, and to repair, replace, or pay the State for any damages to State property, wherever situated, arising from the acts or omissions of Grantee in such use or access. In exercising its rights under this easement, Grantee shall comply with all applicable laws and shall obtain any permits required by law.

6. Modifications or alterations to the appurtenances in or upon said easement, required by any existing or future laws, ordinances, or regulations of local, State or Federal Government, are

to be made by Grantee at its expense and at no expense to the State.

7. In the event that the easement herein conveyed is abandoned or discontinued from use or service for a continuous period of two (2) years by Grantee, then and in that event this easement shall terminate; and Grantee agrees upon such abandonment, and upon the request of the State, its successors or assigns, to release and quit-claim all rights secured hereby to the State, its successors or assigns. In the event of such abandonment of the rights herein conveyed Grantee agrees, except as herein otherwise provided, to remove its property, appurtenances, etc., from the easement at its expense in a good and workmanlike manner satisfactory to the State's authorized representative.

8. It is expressly understood and agreed that Grantee shall not assign this easement or any portion thereof without the prior written consent of the State, its successors or assigns. The terms and conditions of this agreement shall be binding upon the successors and authorized assigns of the respective parties.

9. The Grantee shall indemnify and hold the State of Michigan, and all of its departments and employees, harmless from all claims, demands, actions, or liability for property damage, personal injury, or death sustained by any person arising in any manner out of Grantee's use of the easement or from any act or

omission of Grantee in exercising its rights under this agreement.

IN WITNESS WHEREOF, the respective parties have hereunto caused this instrument to be executed on the date first above written.

Witnesses

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT
& BUDGET

Michele Haw
Michele Haw

C. De Rose
By: ---

Shirley Ragsdale
Shirley Ragsdale

Its _____

UPPER PENINSULA TELEPHONE
COMPANY

Vicki Fullerton
Vicki Fullerton

Cabri E. Matthews
By:

Its Vice President

Lori Wolsker
Lori Wolsker

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)


The foregoing instrument was acknowledged before me on June 22, 1995, by C. De Rose, Deputy Director of the Michigan Department of Management & Budget, on behalf of the Michigan Department of Management & Budget.

Susan J. Reed
Notary Public, Ingham County
My commission expires:


SUSAN J. REED
Notary Public, Ingham County, MI
My Commission Expires April 2, 1996

STATE OF MICHIGAN)
COUNTY OF Menominee) ss

This instrument was acknowledged before me on June 12
1995, by Calvin E. Matthews, the Vice President
UPPER PENINSULA TELEPHONE COMPANY, for and on behalf of a Michigan corporation.


Lori Wolsker, Notary Public, Menominee County
My commission expires: February 12, 199

Legal Descriptions Reviewed By:


Peter Beaver
Office of Facilities
Michigan Dept. of Management and Budget

This Instrument Drafted And
Approved As To Legal Form By:

FRANK J. KELLEY
Attorney General
R. John Wernet, Jr.
Assistant Attorney General
State Affairs Division
P.O. Box 30217
Lansing, Michigan 48909
(517) 373-1162

After Recording, Return To:

Mary P. Levine
Real Estate Division
Dept. of Management & Budget
P.O. Box 30026
Lansing, MI 48909

sad/rjw easecarn/1