



EASEMENT TO CONSTRUCT AND MAINTAIN UNDERGROUND UTILITY TUNNEL AT THE STRAITS OF MACKINAC

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

L-10723
Case 20180191
(Page 1 of 3)

FOR STATUTORY RIGHTS TO USE STATE LANDS, WITHOUT CONSIDERATION, GRANTED TO THE AUTHORITY IN MCL 254.324a(3) AND MCL 254.324d, the DEPARTMENT OF NATURAL RESOURCES for the STATE OF MICHIGAN, P.O. Box 30448, Lansing, Michigan 48909-7948, (hereinafter called the Grantor) acting under authority of its Director, and by virtue of the authority conferred by Act No. 451, P.A. 1994, MCL 324.2129 does hereby Convey and Quit-Claim to:

Mackinac Straits Corridor Authority

C/O Larry Doyle
MDOT - Engineer of Development Services
425 West Ottawa Street
P.O. Box 30050
Lansing, Michigan 48909

hereinafter called the "Grantee," and to its successors and assignees, a 1,200 foot wide right-of way and a full easement and right to place, construct, operate, maintain, inspect, protect, repair, use and remove an underground tunnel (within which one or more pipelines, and one or more other utility lines, including but not limited to electric transmission lines and facilities for transmitting data and telecommunications, and the associated fixtures, systems, protective apparatus, equipment, and appurtenances of all of the foregoing may be located), through and across all underground lands and interests in underground lands, specifically lands located beneath the lakebed, to which the state has title that may be necessary or convenient to the placement and construction of such underground tunnel within the area of 600 feet on each side of the centerline as described on Exhibit A attached in the Counties of Emmet and Mackinac, State of Michigan. The easement and right of way do not include any lands or interests in land on or above the lakebed.

This easement is subject to the following conditions and requirements:

Notifications

- (1) The Department's Representative for the purposes of this easement is the Natural Resources Deputy, who at the present time is:

William O'Neill
Natural Resources Deputy
525 West Allegan
Post Office Box 30028
Lansing, MI 48909-7528
Phone: 517-284-5810
OneillW@michigan.gov
or successors and assigns
- (2) Grantee may contact the Department of Natural Resources Lansing Headquarters Office for assistance in determining the name and contact information for current Department's Representative.
- (3) For the terms of this easement, 'written notification' means the date and time upon which: (1) the Department's Representative receives written correspondence; or, (2) a letter that was sent via Certified Mail thru the US Postal Service was signed for.
- (4) Grantee agrees to maintain copies of all written notifications provided to the Grantor during the lifetime of this easement, but a breach of this requirement will not give rise to any revocation or impairment of this easement.

Construction, Maintenance, and Decommissioning

- (5) The use of the easement and right of way by any assignee, lessee, or licensee of the Grantee is subject to, and conditioned upon compliance with, the terms of the applicable legal agreement between the Grantee and the assignee, lessee or licensee, subject to any notice and cure rights provided for in such agreement.

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)(i), Act 134, P.A. 1966 (207.505, Michigan Compiled Laws).

- (6) By the acceptance of this instrument Grantee agrees to provide written notification to the Department's Representative no less than thirty (30) calendar days prior to construction activities commencing under this easement, but a breach of this requirement will not give rise to any revocation or impairment of this easement.
- (7) The use of the easement and right of way by the Grantee, its successors, assignees, lessees and licensees are subject to and conditioned upon compliance with, all applicable federal and state laws and regulations and any permits or government approvals required under those laws and regulations.
- (8) If construction, maintenance, or decommissioning activities within the easement area results in the release of a hazardous substance into the environment subject to Part 201 of NREPA, Act 451, as amended, MCL 324.20101, et seq, the person(s) responsible for the activity causing the release, including as applicable, the Grantee, its successor, assignee, lessee or licensee shall, in addition to promptly undertaking response activities consistent with applicable law, report the release to the Department's Representative and document the implementation of a work plan approved by the Department's Representative to address the release.
- (9) To the extent the Grantee, its successor, assignee, lessee or licensee excavates material within the easement area, the entity conducting the excavation shall properly dispose of all excavated materials not used as backfill as a part of the construction process outside of the easement area and in compliance with all applicable federal and state laws regulations and any permits or governmental approvals required under those laws and regulations.

Assignment

- (10) The Grantee may assign rights under this easement pursuant to and as a part of agreements or leases pertaining to the construction, operation, maintenance or decommissioning of a utility tunnel as provided in MCL 254.324 through 254.324e.
- (11) The Grantee shall not assign this easement or any portion thereof without notifying the Department of Natural Resources for the State of Michigan.

General

- (12) Grantee accepts this easement subject to all prior and valid easements, permits, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land.
- (13) It is expressly understood and agreed that nothing in this easement shall be construed as a statement, representation or finding by the Grantor relating to any risks that may be posed to the environment by activities conducted by the Grantee or that the right-of-way conveyed by this easement is fit for any particular use or purpose.

Termination and Decommissioning

- (14) It is expressly understood and agreed that every enumerated condition set forth in this easement, except for conditions (4) and (6) above, is a material condition and that if the Grantee, its successor, assignee, lessee or licensee breaches any material condition the Grantor, at its sole discretion, may seek any remedy provided by statute or under the common law, including but not limited to revocation of this easement. Any revocation or termination of this easement shall occur only if, after being notified by Grantor of any material breach, Grantee or its successor, assignee, lessee, or licensee has failed to commence remedial action within 90 calendar days to correct the identified breach or failed to use due diligence to complete such remedial action within a reasonable time thereafter.
- (15) This easement shall continue in full force and effect for as long a time as the easement is properly used for its intended purpose. The right to use this easement for the intended purpose shall terminate upon the easement not being used for its intended purpose for ten (10) years unless the Grantee has received written notification from the Department's Representative extending the ten-year period. Grantee agrees to notify the Department's Representative in writing within thirty (30) calendar days of the easement not being used for the intended purpose.
- (16) Upon termination of the easement, the Grantee, or as applicable, its successor, assignee, lessee, or licensee shall implement a tunnel decommissioning plan approved by the State of Michigan, that protects the public health, safety, and welfare and the environment and that complies with all applicable federal and state laws and regulations and any permits or government approvals required under those laws and regulations.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Department of Natural Resources by authority of its Director has caused this instrument to be executed for the State of Michigan this 17th day of December, 2018.

DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN



Keith Creagh, Director

STATE OF MICHIGAN }
COUNTY OF INGHAM } §

The foregoing instrument was acknowledged before me this 17th day of December 2018, by Keith Creagh, Director, of the Department of Natural Resources for the State of Michigan.



Wendy Shuster, Notary Public
State of Michigan, County of Shiawassee
My Commission Expires: October 19, 2022
Acting in the County of Ingham

Prepared by:
Scott D. Goeman
DNR Real Estate Services
P.O. Box 30448
Lansing, MI 48909-7948

After Recording Return to:
Grantee
Larry Doyle
MDOT - Engineer of Development Services
425 West Ottawa Street
P.O. Box 30050
Lansing, Michigan 48909

Commencing at Reference Point "A; thence North 13 degrees 05 minutes 40 seconds East (basis of bearings NAD 83 Michigan North) 20,668.80 feet (ground distance) to Reference Point "B."

Reference Point "A"

(located in Wawatam Township, Emmet County, Michigan)

Latitude: 45° 47' 12.4187" Std. Dev. 0.02 ft.

Longitude: 84° 46' 38.0430" Std. Dev. 0.02 ft

NAD 83(2011) Epoch 2010.00

Horizontal Control Monument: CORS: MIMC, MISI

Method of Survey: GNSS – Global Navigational Satellite Systems

Reference Point "B"

(located in Moran Township, Mackinac County, Michigan)

Latitude: 45° 50' 29.7754" Std. Dev. 0.02 ft.

Longitude: 84° 45' 23.9567" Std. Dev. 0.02 ft.

NAD 83(2011) Epoch 2010.00

Horizontal Control Monument: CORS: MISI, MIMC

Method of Survey: GNSS – Global Navigational Satellite Systems