



201700107

Beth A. Edwards  
Register of Deeds  
SCHOOLCRAFT COUNTY, MI  
Page 1 of 9

January 18, 2017 12:39 PM

MJH

This Instrument Was Drafted in Seattle, WA  
P. Hebblethwaite.  
220 Occidental Ave South  
Seattle, WA 98104  
Telephone (206) 539-4358

File No. 560-5.16-2180

**EASEMENT**

THIS EASEMENT, dated this 9<sup>th</sup> day of January, 2017, is from **WEYERHAEUSER COMPANY**, a Washington corporation, successor by merger to **PLUM CREEK TIMBERLANDS, L.P.**, a Delaware limited partnership, qualified to do business in the State of Michigan, whose address is 220 Occidental Ave. South, Seattle, WA 98104, hereinafter called "Grantor" to **BRIAN T. NICHOLSON AND JAMI C. NICHOLSON**, husband and wife, whose address is 1128 Stoney Ridge Road, West Branch, Michigan 48661 and their successors, assigns, heirs and personal representatives, hereinafter called "Grantees".

**WITNESSETH:**

I.

Grantor, for and in consideration of \$10.00 the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and their successors, assigns, heirs and personal representatives without warranty of title, subject to existing easements and valid rights, a permanent non-exclusive easement for the reconstruction, use and maintenance of an existing road and right of way for ingress and egress.

The easement and right-of-way is described as follows:

An existing road Sixty-six (66) feet wide, with such additional width as required for accommodation and protection of cuts and fills, over and across the following described property in Germfask Township, Schoolcraft County, Michigan (hereinafter the "Servient Estate"):

Township 44 North, Range 13 West, Michigan Meridian:  
Section 33: SE $\frac{1}{4}$  NE $\frac{1}{4}$  and the N $\frac{1}{2}$ NW  $\frac{1}{4}$

The easement described herein is located approximately as shown on the attached Exhibit A.

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The above grant and conveyance is subject to all matters of public record as of the date of this easement.

## II.

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms, provisions, and conditions applicable to Grantee and its successors and assigns:

1. Purpose. The easement and right-of-way conveyed herein is for the purposes of maintaining, repairing, and using a road over, upon, along and across said easement and right-of-way. Said right-of-way shall be used exclusively as a means of personal ingress and egress to Grantee's property located in the N $\frac{1}{2}$ NW $\frac{1}{4}$  Section 31, Township 44 North, Range 13 West, Schoolcraft County, Michigan.

2. Road Crossing. Grantor, for itself, its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said right-of-way and to use the road on said right-of-way in a manner that will not unreasonably interfere with the rights granted hereunder.

3. Relocation. Grantor reserves unto itself, its successors and assigns, the right at its expense to relocate the easement and right-of-way granted herein subject to the condition that, except for distance and curvature, such relocated easement and right-of-way provide the same type and quality of access as existed prior to such relocation and do not change the point of interconnection on the boundaries of the parties properties.

4. Third Parties. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

5. Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses said road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when said road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced, and shall follow all applicable laws, rules and regulations and Best Management Practices of the State of Michigan.

During periods when more than one party is using said road, or a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof. The parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing of said road or portion thereof.

For the purposes of this easement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

6. Road Damage. Each party using any portion of said road shall repair or cause to be repaired at its sole cost and expense that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to said road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree on the cost of replacement, and the shares of replacement cost to be borne by each user of said road.

7. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements to said road in advance of such improvements being made, said improvements shall be solely for the account of the improver. Any construction or improvements to the road shall follow all applicable laws, rules and regulations and Best Management Practices of the State of Michigan.

8. Right-of-Way Timber. Grantor reserves to itself all timber now on or hereafter growing within said right-of-way. Grantee shall have the right to cut timber upon the premises to the extent necessary for reconstructing, and maintaining said road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the road for disposal by Grantor.

9. Automobile Insurance. All persons using said easement and right-of-way for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Michigan and customary in the area of said right-of-way.

10. Commercial Use of Easement. Grantee must first obtain permission from Grantor prior to using the road and right of way granted herein for any commercial purposes. In the event such permission is granted, the following commercial insurance requirements shall apply.

- a. Prior to any commercial use of the roadway and right-of-way granted herein, Grantee shall obtain and maintain during the term of this easement, at Grantee's expense, insurance coverage as stipulated below. Coverage shall be issued in a form and by an insurance company acceptable to Grantor and authorized in the State of Michigan. Furthermore, the issuing insurer will have a minimum A.M. Best rating of B+ VI. Minimum coverage requirements shall be as follows:

1. Commercial General Liability Insurance covering Bodily Injury, Property Damage, and Personal Injury with limits of not less than \$1,000,000 Combined Single Limit each occurrence, \$2,000,000 General Aggregate Limit and \$2,000,000 Products and Completed Operations Aggregate Limit.

Coverage shall be provided on the Insurance Services Office ("ISO") Occurrence Form CG 00 01 10 01, or its equivalent. The General Aggregate Limit shall apply separately to this Project by use of ISO endorsement form CG 2503 or its equivalent. The policy shall be endorsed to add Grantor and Plum Creek Timber Company, Inc. and its subsidiaries and/or affiliates, and their respective officers, directors and employees as Additional Insureds on a Primary and Non-Contributory basis, including Completed Operations by use of ISO endorsement CG 20 10 11 85 or a combination of CG 20 10 0704 and CG 20 37 07 04 or their equivalent.

Products and Completed Operations coverage shall be maintained for a period of two (2) years after completion and acceptance by Grantor of the work performed. At the option of Grantee, a two (2) year Discontinued Operations policy can serve as an alternative.

2. Commercial Automobile Liability Insurance covering Owned, Non-owned, and Hired vehicles for Bodily Injury and Property Damage, with Limits of Liability not less than \$1,000,000 Combined Single Limit. The policy shall be endorsed to add Grantor and Plum Creek Timber Company, Inc. and its subsidiaries and/or affiliates, and their respective officers, directors and employees as Additional Insureds by use of ISO Form CA 2048 or its equivalent.
3. Workers' Compensation Insurance providing Statutory Coverage pursuant to the laws of the State of Michigan, including Employer's Liability with a limit of liability not less than \$500,000 each accident, \$500,000 each employee and \$500,000 by disease.

If Grantee qualifies for a state exemption from Workers' Compensation Insurance as an "owner/operator" or "sole proprietor" and if Grantor consents to such exemption prior to the execution of this easement, Grantee may elect to be exempted from such coverage. However, this does not relieve the Grantee from procuring and maintaining statutory Workers Compensation Insurance for all employees of the Grantee pursuant to the laws of the State of Michigan. If Grantee loses such exemption or otherwise fails to comply with applicable Workers Compensation Law while work is being performed hereunder, Grantee shall immediately cease all further operations until the required Workers Compensation Insurance is obtained.

- b. The policies specified in Paragraphs (a) (1), (2) and (3) above shall include an endorsement which shall provide that Grantor shall be given a 30-day written notice, prior to cancellation, coverage modification or other material change in the

policy. No such cancellation, modification or change shall affect Grantee's obligation to maintain the insurance coverages required by this easement.

- c. All liability coverages must be on an "occurrence" basis as opposed to "claims made."
- d. All such insurance shall be in a form and company acceptable to Grantor, sufficient to protect Grantee, subcontractors to the extent that they are involved in the work, and Grantor against the claims of third persons, and to cover claims by Grantor against Grantee for which Grantee has assumed liability under this easement.
- e. Prior to commencement of operations, Grantee shall furnish to Grantor an acceptable Certificate of Insurance dated and signed by a stated, authorized agent for the insuring company or companies and containing a representation that coverage of the types and limits listed in Paragraph a. above are in place. Grantor reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies).
- f. If Grantee retains the services of any contractors, Grantee shall cause each contractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of Grantee under this easement. Grantee shall obtain, prior to the commencement of the contractor's services, the required Certificates of Insurance and additional insured endorsements.
- g. Grantee shall be responsible for payment of any and all deductibles or any other expenses not covered by insurance. The coverage afforded under any insurance policy obtained by Grantee pursuant to this Paragraph shall be primary coverage regardless of whether or not Grantor has similar coverage. Grantee shall not self-insure any of the insurance coverages required by this easement without the prior written consent of Grantor. The minimum limits of coverage required by this easement may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of this insurance shall not in any way operate to limit the liability of Grantee to Grantor under this easement. Failure by the Grantee to procure and/or maintain any of the policies of insurance required herein, in addition to any other rights it may have under this easement or at law or in equity, shall entitle Grantor to terminate this easement at its discretion.

11. **Indemnification.** Grantee shall assume all risk of, and indemnify and hold harmless, and at Grantee's expense defend Grantor from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Grantor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Grantor, or any fire, resulting partly or wholly, directly or indirectly from Grantee's exercise of the rights herein granted; provided, however, that Grantee's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property resulting from the sole negligence of Grantor.

12. **Liens.** Grantee shall keep the Servient Estate free from liens arising in any manner out of the activities of Grantee and shall promptly discharge any such liens that are asserted.

13. Taxes. Grantee shall pay all taxes and/or assessments that may become chargeable against this easement, if separately assessed by statute. Grantee shall also pay for all damages including but not limited to timber, crops and grazing lands located within such easement or adjacent thereto arising out of the use or maintenance of this easement.

14. Termination. If Grantee 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 Grantee to Grantor or its successors(s) or assign(s) in interest. Grantor may terminate this easement, or any segment thereof, (1) by consent of Grantee, (2) by condemnation, (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided: that the easement, or segment thereof, shall not be terminated for nonuse as long as the road, segment thereof, is being preserved for prospective future use; or (4) for breach of any of the terms hereof after notification and opportunity for hearing as prescribed by law.

15. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

16. Governing Law. This Easement shall be interpreted, construed and enforced according to the laws of the State of Michigan.

This conveyance is exempt from county transfer tax pursuant to M.C.L. 207.505(a) and state transfer tax pursuant to M.C.L. 207.526(a) because the value of the consideration is less than One Hundred Dollars (\$100.00).

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

**GRANTOR:**

**Weyerhaeuser Company,**  
a Washington corporation



By: [Signature]

Name: James R. Johnston

Title: Vice President

Attest:

By: [Signature]

Name: Roggy Hebblethwaite

Title: Assistant Secretary

STATE OF WASHINGTON )

COUNTY OF KING )

On this 9<sup>th</sup> day of January, 2017, before me personally appeared James R. Johnston and Roggy Hebblethwaite to me known to be the Vice President and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above mentioned.



[Signature]  
Notary Public in and for the State of WA

My appointment expires: 7/15/2020

Signed and Sealed  
in the presence of:

GRANTEE:

\_\_\_\_\_

By: Brian T. Nicholson  
Print name: Brian T. Nicholson

\_\_\_\_\_

By: Jami C. Nicholson  
Print name: Jami C. Nicholson

ACKNOWLEDGMENT

STATE OF MICHIGAN )  
 )ss  
COUNTY OF SCHOOLCRAFT )

I certify that I know or have satisfactory evidence that **Brian T. Nicholson** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated January 18, 2017

Cory L. St. Pierre  
Notary Public for the State of Michigan  
My appointment expires July 1, 2018  
Printed Name Cory L. St. Pierre

STATE OF MICHIGAN )  
 )ss  
COUNTY OF SCHOOLCRAFT )

I certify that I know or have satisfactory evidence that **Jami C. Nicholson** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated January 18, 2017

Cory L. St. Pierre  
Notary Public for the State of Michigan  
My appointment expires July 1, 2018  
Printed Name Cory L. St. Pierre  
Exhibit "A"

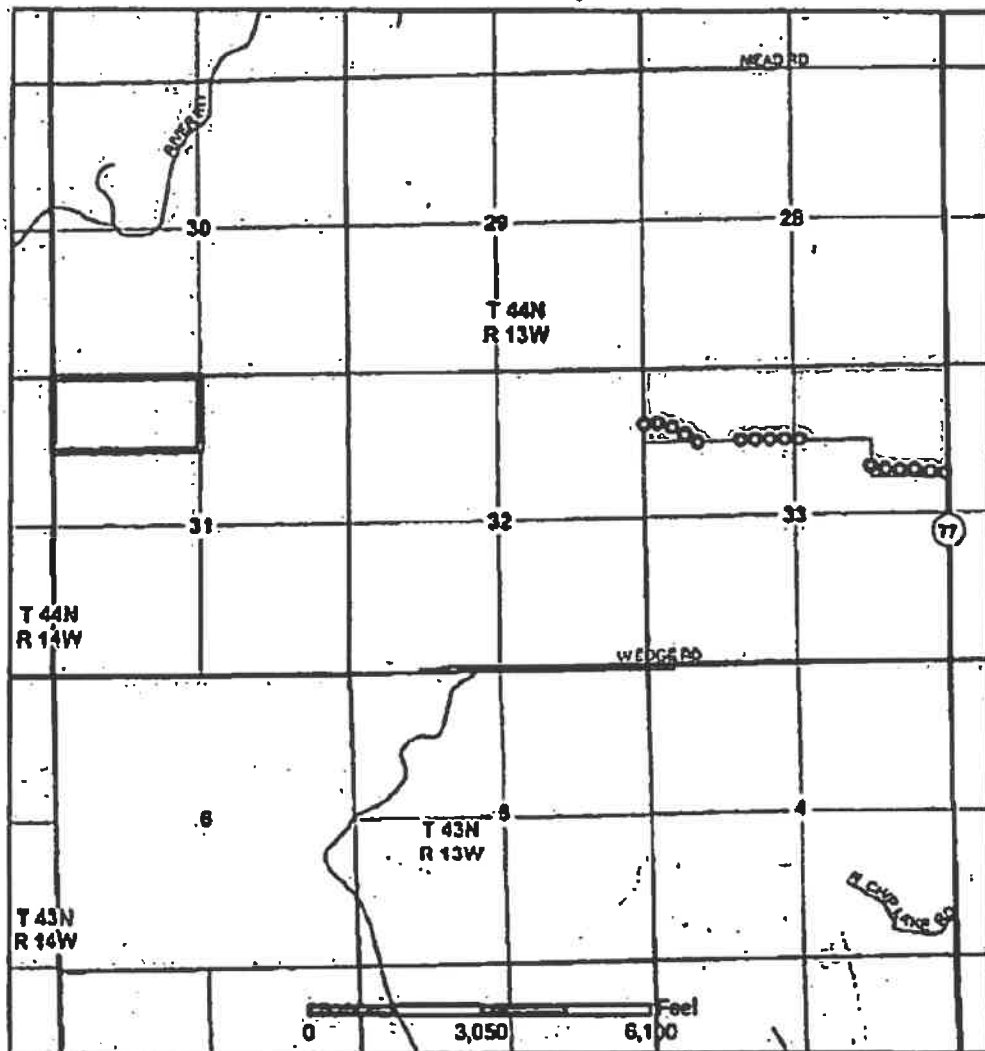


# Exhibit "A"

## Easement Map

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201700107



Township 44 North Range 13 West  
Schoolcraft County, MI

- oooo Easement Grant
- Benefitted Property
- Servient Property

A 66' wide easement grant for all purposes.

**Weyerhaeuser**

J487 - December 12, 2016  
44n13rSec31.mxd

This map is not a survey of the actual  
boundary of any property this map depicts.

# Real Estate Summary Sheet

\*\*\*Information herein deemed reliable but not guaranteed\*\*\*

10/29/2025 2:11 PM

Parcel:	002-031-002-00	Current Class:	502.TIMBER CUTOVER-VACANT
Owner's Name:	VANDALEN MICHAEL & KIMBERLY	Previous Class:	502.TIMBER CUTOVER-VACANT
Property Address:	WEST EDGE RD GERMFASK, MI 49836	Taxable Status	EXEMPT (211.7V)
Liber/Page:	2023-196	Prev. Taxable Stat	EXEMPT (211.7V)
Split:	/ /	Gov. Unit:	002 GERMFASK TOWNSHIP 44/13 S-31
Public Impr.:	None	School:	77010 MANISTIQUE AREA SCHOOLS
Topography:	None	Neighborhood:	
Mailing Address:	Description:		
VANDALEN MICHAEL & KIMBERLY 2610 SOUTH STATE ST SAINT JOSEPH MI 49085	SEC 31 T44N R13W - THE N 1/2 OF NW 1/4. 79.74 ACRES.**PROPERTY USE RESTRICTED DUE TO PA 94 COMMERCIAL FOREST ACT***		

## Most Recent Sale Information

Sold on 01/26/2023 for 90,000 by NICHOLSON BRIAN & JAMI.

Terms of Sale: 03-ARM'S LENGTH      Liber/Page: 2023-196

## Most Recent Permit Information

None Found

## Physical Property Characteristics

2026 S.E.V.:	0	2026 Taxable:	0	Lot Dimensions:	
2025 S.E.V.:	0	2025 Taxable:	0	Acreage:	0.00
Zoning:		Land Value:	0	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

## Image

