

OTHER DATA AND NOTES

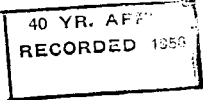
GENERAL ENGINEERING MAP REFERENCES

LINE MAP NO. D1196 SHEET OF SHEETS
PLAN & PROFILE NO. 15297 SHEET OF SHEETS
SURVEY MAP NO. _____ SHEET OF SHEETS

NOTE #1

Consumers Power Company acquired flowage rights to the land on the caption of this tract by the following deeds:

- A. 1. Zenas C. Eldred and wife, Helen C. and Zenas C. Eldred, Trustee
5-3-10 5-11-10 28-555 #6 Q.C.D. (General Deed)
- 2. Iosco Land Company
2-15-11 2-20-11 36-7 #81 W.D. (General Deed)
- 3. William M. Eaton and wife, Una C.
3-1-11 3-6-11 36-23 #84 W.D. (General Deed)
- 4. Prudential Land Company
12-24-17 3-20-24 46-167 #363 W.D. (General Deed)
- 5. Consumers Power Company ...



S 1/2 of SE 1/4 of Sec 3, except the SE 1/4 of SE 1/4, T 25 N, R 5 E.

which may be overflowed by the reason of the construction & maintenance of any dam that may be constructed & maintained on sd river below the ld of Reeds, upon the condition that sd Eldred shall at the time sd lds are overflowed by reason of the construction & maintenance of sd dam or dams, pay to the owner of the ld at that time the sum of \$10.00 per acre for such ld as is overflowed.

- B. 1. Zenas C. Edlred and wife, Helen C and Zenas C. Eldred, Trustee
5-3-10 5-11-10 28-555 #6 Q.C.D. (General Deed)
- 2. Iosco Land Company
11-5-35 12-23-35 60-109 Deed (General Deed)
- 3. Consumers Power Company

All that portion of the SE 1/4 of SE 1/4 of Sec 3, T 25 N, R 5 E.

which may be overflowed by the reason of the construction & maintenance of any dam that may be constucted & maintained on sd river below the ld of Reeds, upon the condition that sd Eldred shall at the time sd lds are overflowed by reason of the construction & maintenance of sd dam or dams, pay to the owner of the ld at that time the sum of \$10.00 per acre for such ld as is overflowed.

NOTE #2

Consumers Power Company acquired the fee to the S 1/2 of SE 1/4, Sec 3 by the following deeds:

- A. 1. Charles T. Reed and wife, Elva L.
12-17-24 12-30-24 46-273 #377 Cov't D. (General Deed)
- 2. Iosco Land Company
11-5-35 12-23-35 60-109 Deed (General Deed)
- 3. Consumers Power Company

S 1/2 of SE 1/4 of Sec 3, T 25 N, R 5 E.

EXCEPTING, however, from this conveyance any & all right, title & interest in & to sd premises, or any part thereof, acquired by Arthur L. Watkins by virtue of a certain agreement entered into by & between Charles T. Reed & Jennie F. Reed, parties of the 1st part, & sd Arthur L. Watkins, party of the second part, dated July 20, 1905, & recorded in L 28, p. 67 of Alcona Co; excepting also any & all right, title & interest in & to sd premises, or any part thereof, acquired by sd Arthur L. Watkins by virtue of a certain agreement entered into by & between Charles T. Reed & Elva Lucille Reed, as parties of the 1st party, & Jennie F. Reed, as party of the 2nd part, & Arthur L. Watkins, as party of the 3rd party, dated March 19, 1906;

TITLE HISTORY

See Note #1 & #2

OTHER DATA AND NOTES

NOTE #2 (continued)

& excepting also any & all right, title & interest in & to sd premises, or any part thereof, conveyed by the grantors herein to Zenas C. Eldred, Trustee, by Charles T Reed & Elva Lucille Reed by virtue of a deed dated March 19, 1907.

Reeds hereby convey & assign to the Iosco Ld Co all right, title & interest (including the right to compensation for lds overflowed) in & to the aforesaid agreements with Arthur L. Watkins, dated July 20, 1905 & March 19, 1906, respectively, & in & to the rights reserved (including the right to compensation for lds overflowed) in the aforesaid deed to Zenas C. Eldred, Trustee, dated March 19, 1907.

Iosco Ld Co accepts this conveyance of the above ld subject to any right, title & interest in & to sd premises which may have been heretofore acquired in any manner whatsoever by Arthur L. Watkins, Zenas C. Eldred, Trustee, Eastern Mich Power Co, Consumers Power Co and/or Iosco Ld Co; & subject also to all taxes & assessments on the within desc premises for the yr 1924 & all taxes & assessments now or hereafter levied or becoming due which the Iosco Ld Co assumes & agrees to pay.

- B. 1. Henry Nelson Loud, widower; Geo. A. Loud
and wife, Elizabeth G; & Edward F. Loud and
wife, Annabelle
10-3-11 10-31-11 36-102 #98 Q.C.D. (General Deed)
2. Iosco Land Company
11-5-35 12-23-35 60-109 Deed (General Deed)
3. Consumers Power Company

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 3, T 25 N, R 5 E.

EXCEPTING AND RESERVING, however, a R/W for the Au Sable & Northwestern Railway over & across the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 3, T 25 N, R 5 E, & the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28, T 26 N, R 5 E.

- C. 1. Iosco Land Company
4-30-17 5-8-17 41-69 Q.C.D.
2. Consumers Power Company

So much of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec 3, as lies SW'ly of a line parallel with & 200 ft NE'ly from the NE'ly line of the D & M Ry R/W as now located & established across sd ld.

40 YR. AFF'T.
RECORDED 1956

NOTE #3 (By Sale No. 187.005-4; T66-226) Consumers Power Company granted a release of right of way for highway purposes across the land on the caption of this tract and other lands as follows:

- | | | |
|--|----------------|-----|
| 1. Consumers Power Company | Release of R/W | |
| 8-18-66 | for Highway | |
| 2. Alcona Board of County Road Commissioners | | X-3 |

Forever, the easement and right of way for highway purposes on, over, along and across those certain pieces or parcels of land situate in the Township of Curtis, County of Alcona and State of Michigan, known and described as follows:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 3, the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 10, the W $\frac{1}{2}$ of the NW $\frac{1}{4}$, the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 11, all in T25N,R5E.

Said easement shall consist of a strip of ld 80 ft in width whose cen ln is described as follows: Comm. at the sec. cor common to Sec's 2,3,10 and 11, T25N,R5E, Mich. Meridian; th N 89° 46' W, 405.7 ft; th N 39° 09' W, 471.5 ft to the pt of beg; th S 39° 09' E, 1079.11 ft alg the S edge of the existing road; th SE'ly 322.08 ft alg an arc of a curve to the left whose deflection = 12° 53', degree of curve = 4°, Tangent = 161.75 ft; th S 52° 02' E, 572.28 ft; th SE'ly 322.08 ft alg the arc of a curve to the right whose deflection = 12° 53', degree of curve = 4°, Tangent = 161.75 ft; th S 39° 09' E, 1400.83 ft par to the power ln; th SE'ly 950 ft alg an arc of a curve to the left whose deflection = 37° 57', degree of curve = 4°, Tangent = 492.61 ft; th S 77° 06' E, 410.97 ft; th SE'ly 1100.41 ft alg

NOTE #3 Continued

the arc of a curve to the right whose deflection = $44^{\circ} 1'$, degree of curve = 4° , Tangent = 579.08 ft;
th S $33^{\circ} 05'$ E, 150.92 ft to the pt of ending, said pt is approximately 100 ft N of the SW cor of the
NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 11.

This conveyance is made subject to the following express conditions, reservations and exceptions, to wit:

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE.

Note #4 T 75-149

CONVEYED <u>Part of</u> TRACT TO:
<u>USA</u>
BY <u>Warranty</u> DEED DATED <u>12-29-80</u>

MINERALS	
RESERVED FROM SALE	<input checked="" type="checkbox"/>
NOT OWNED AT TIME OF SALE	<input type="checkbox"/>

DECLARATION OF RESTRICTIONS		
DATED	<u>None</u>	
RECORDED	LIBER	PAGE

DX reservation

T75-149

Alcona

WARRANTY DEED

CONSUMERS POWER COMPANY, a corporation organized and existing under the laws of the State of Michigan, having its principal office at 212 West Michigan Avenue, Jackson, Michigan 49201, GRANTOR, for and in consideration of the sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) received to its full satisfaction, does by these presents CONVEY AND FOREVER WARRANT UNTO THE UNITED STATES OF AMERICA, Washington, D.C., and its assigns, GRANTEE, certain tracts of land with all appurtenances thereunto belonging or in anywise appertaining, situate in the Townships of Mitchell and Curtis, County of Alcona, State of Michigan, said lands being more particularly described in Exhibit "A" attached hereto and made a part hereof, and said lands containing an aggregate of 3634.39 acres, more or less.

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

SUBJECT ALSO TO minerals and mineral rights, if any, outstanding of record in third parties.

RESERVING TO Grantor, its successors and assigns, the right to flow those lands described in Exhibit A which are adjacent to the AuSable River, together with the right to fluctuate or otherwise affect the flow of water in said river by the normal operation and maintenance of any dam or dams of Grantor in said river, said reservation as it pertains to Exhibit "A" lands being subject, however, to the terms, conditions, provisions, and limitations of the "Order Issuing License (Major)" of the United States of America, Federal Power Commission (Federal Energy Regulatory Commission) now pertaining to Project No. 2448 (Mio Dam), Project No. 2447 (Alcona Dam), Project No. 2449 (Loud Dam), Project No. 2453 (Five Channels Dam), Project No. 2450 (Cooke Dam), and Project No. 2436 (Foote Dam).

RESERVING ALSO TO the Grantor, its successors or assigns, all oil, gas, and associated hydrocarbon substances, and all saline minerals and associated substances, in and under the

Conveyance, Release, Encumbrance, Easement

Reservation, Exception, Easement, Grant

lands described in Exhibit "A", together with the right to enter upon said lands and to prospect for, mine (including solution mining), and remove said oil, gas, and hydrocarbon substances, and all saline minerals and associated substances, Forever, subject to the Rules and Regulations of the Secretary of Agriculture, dated April 30, 1963, a copy of which is attached hereto and made a part hereof as Exhibit B.

RESERVING ALSO TO the Grantor, its successors or assigns, Forever, subject to the Rules and Regulations of the Secretary of Agriculture, dated August 5, 1938, a copy of which is attached hereto and made a part hereof as EXHIBIT "D", the easement and right to construct, erect, lay and maintain one or more lines consisting of pole structures, poles, or any combination of same, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under, and across certain strips of land 200 feet in width for all transmission lines, and 30 feet in width for all distribution lines, over a portion of the premises herein conveyed, said strips being described in Exhibit "C" attached hereto and made a part hereof, with full right and authority to Grantor, its successors, licensees, lessees, or assigns, and its and their agents and employees, subject to said Rules and Regulations set forth at Exhibit "D", to enter at all times upon said strips of land for the purpose of patrolling, constructing, repairing, removing, replacing, improving, enlarging, and maintaining such wires, cables, conduits, structures, towers, pole structures, poles and other supports with all necessary braces, guys, anchors, manholes, and transformers and stringing thereon, and supporting and suspending therefrom lines of wires, cables, or other conductors for the transmission of electrical energy and/or communication, and also the right to cut, trim, remove, destroy, or otherwise control all trees and brush growing upon said 200-foot and 30-foot wide strips of land which may, in the opinion of Grantor, interfere or threaten to interfere with or be hazardous to the construction, operation, and maintenance of said lines. No buildings or other structures will be placed on said strips of land without the written consent of Grantor. Limited use of a part of the easement area reserved by the Grantor and occupied by Grantor's transmission line facilities shall not constitute abandonment as to any unused portion of said easement area which is situated within the easement boundaries and located

to either side of that portion of said easement area occupied by Grantor's transmission line facilities.

The acquiring agency is the Forest Service, Department of Agriculture.

TO HAVE AND TO HOLD the said premises described at Exhibit "A," together with all appurtenances thereto, unto Grantee, its successors and assigns, to the sole and only proper use, benefit and behoof of Grantee, its successors and assigns, Forever.

IN WITNESS WHEREOF, Consumers Power Company has caused these presents to be executed in its corporate name by its duly authorized officer this 29th day of December, 1980.

In the presence of:

W. L. Reid
W. L. Reid

Carol J. Kielar
Carol J. Kielar

CONSUMERS POWER COMPANY

BY *G. L. Heins*
G. L. Heins
Vice President,
System Operations

APPROVED AS TO FORM
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT
well

ATTEST:

(CORPORATE SEAL)

J. H. Mellinger
J. H. Mellinger
~~Secretary~~ ASSISTANT SECRETARY

STATE OF MICHIGAN)
)
COUNTY OF JACKSON) ss

On this 29th day December, 1980, before me, a Notary Public in and for said county, personally appeared G. L. Heins, to me personally known, who by me duly sworn, did say that he is the Vice President, System Operations of Consumers Power Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said G. L. Heins, acknowledged said instrument to be the free act and deed of said corporation.

Carol J. Kielar
Carol J. Kielar
Notary Public
Jackson County, Michigan

(NOTARIAL SEAL)

My commission expires: December 22, 1981

This instrument was drafted by Michael J. Danaher, Attorney, Office of the General Counsel, U.S. Department of Agriculture, Milwaukee, Wisconsin, and B.E. Hagen, Senior Attorney, Consumers Power Company.

T26N, R5E, MICHIGAN MERIDIAN, (Cont'd.)

Approximate
Acreage

Section 34:

W 1/2 of the SW 1/4 except a strip of land 100 feet in width being a part of the abandoned right of way of the Detroit and Mackinac Railway running in a generally Northerly and Southerly direction across said land.

W-2C

74.70

T25N, R5E, MICHIGAN MERIDIAN, CURTIS TOWNSHIP

Section 2:

SW 1/4 of the SW 1/4.

W-1C

40.00

Section 3: T26N, R5E

21.1-D5-3

20

That part of the SE 1/4 lying Northeasterly of the center line of Au Sable Road, except any part of a strip of land 100 feet in width being a part of the abandoned right of way of the Detroit and Mackinac Railway located on said land.

21-D5-5 C
21.1-D5-3 P
22.1-D5-4 P

90.31

Section 11:

All that part of the SE 1/4 of the NW 1/4 lying Northeasterly of the center line of Au Sable Road, as located, also the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4.

23.2-D5-1 P
W-4 C
23.1-D5-5 C

118.40

Section 14:

SW 1/4 of the SW 1/4 and the SE 1/4 of the NE 1/4 and the SE 1/4 of the SE 1/4 except the North 335 feet thereof.

W-9 C
W-2 C
26-D5-3 P

109.85

Section 15:

E 1/2 of the SE 1/4.

W-2 P
80.00

Section 23:

E 3/4 of Section.

W-2 C
W-1 C
480.00
W-5 C
W-7 C
26.1-D5-1 C
27-D5-6 C
27.1-D5-3 C

ALCONA COUNTY

Electric Transmission Line Easements

Several strips of land, each being 210 feet in width and 105 feet on each side of the following described centerlines, all located within T25N, R5E, Curtis Township, Alcona County, Michigan:

Section 3

DX-3
The centerline of an existing electric transmission line across a portion of the west 1/2 of the northwest 1/4, the southeast 1/4 of the northwest 1/4, and all that part of the northeast 1/4 of the southwest 1/4 lying northeasterly of AuSable Road, all within said Section 3, T25N, R5E, said centerline being more particularly described as follows: To find the point of beginning commence at the south 1/4 corner of said section; thence N 0° 01' 00" W, along the north and south 1/4 line of said section, 2594.89 feet to said centerline and the point of beginning for this description; thence N 50° 49' 00" W, along said centerline, 1850.0 feet; thence N 50° 24' 00" W, along said centerline, 638.0 feet; thence N 50° 34' 00" W, along said centerline, 556.0 feet; thence N 51° 20' 00" W, along said centerline, to the west line of Section 3 and the point of ending for this description. (NOTE: Bearings are based on the south line of Section 3 from the southeast corner to the south 1/4 corner assumed as N 89° 15' 00" W.)

Section 4

The centerline of an existing electric transmission line across a portion of that part of the northeast 1/4 of said Section 4, T25N, R5E, lying northeasterly of the center thread of the AuSable River, said centerline being more particularly described as follows: To find the point of beginning commence at the south 1/4 corner of Section 3, T25N, R5E; thence N 00° 01' 00" W along the north and south 1/4 line of said Section 3, 2594.89 feet; thence N 50° 49' 00" W, 1850.0 feet; thence N 50° 24' 00" W, 638.0 feet; thence N 50° 34' 00" W, 556.0 feet to a point hereafter referred to as point "A"; thence N 51° 20' 00" W to the east line of said Section 4 and the point of beginning for this description; thence continuing N 51° 20' 00" W to a point which is 504.0 feet from the above mentioned point "A"; thence N 51° 55' 00" W to the center thread of the AuSable River and the point of ending for this description. (NOTE: Bearings are based on the south line of Section 3 from the southeast corner to the south 1/4 corner assumed as N 89° 15' 00" W.)