

13

TITLE DATA

MICHIGAN

Alcona

CONSUMERS POWER

Viking Energy of Lincoln, Inc.

STATE

COUNTY

TOWNSHIP

Vlg of Lincoln

1

T26N

R8E

TRACT 572-D103-6

Easement

NAME OF GRANTOR

4-23-87 6-15-87

DATE OF INST. DATE OF RECORD

210 160

MUNICIPALITY

SECTION

TOWN

RANGE

MAP

9

VIKING ENERGY TO IOSCO-ALPENA 138 kV

Form 314 1-83



EASEMENT FOR ELECTRIC LINE

LIBER 210 PAGE 160

Plat 11 1/2

LIBER 210 PAGE 161

Viking Energy of Lincoln, Inc., a Michigan corporation, 4008 W. Wackerly Road, Midland, Michigan 48640

Grantor, for good and valuable consideration to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns. Forever, the easement and right to enter upon the land hereinafter described and to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric transmission and distribution facilities consisting of one line of towers, pole structures, poles, or any combination of same, with wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices in, over and across said land, including all public highways upon or adjacent to said land, which land is in the

Village of Lincoln of Lincoln County of Alcona and State of Michigan. and described as: A parcel of land in the Northwest 1/4 of Section 1, Township 26 North, Range 8 East, described as follows to-wit: Commencing at the West 1/4 corner of Section 1, thence N 01°10'28" W 948.63 ft along the section line; thence N 65°28'32" E 630.50 ft to the point of tangent of a curve to the right; thence S 24°31'28" E 50.00 ft to the South right of way line of County Road F-41 (formerly M-171) and the point of beginning; thence N 65°28'32" E 160.95 ft along said right of way line; thence S 30°12'00" E 258.32 ft to a 3/4" pipe & cap by MacNeill Survey; thence N 65°33'57" E 308.79 ft to a 3/4" pipe & cap by MacNeill Survey; thence N 03°42'29" E 187.90 ft to the South boundary of the Plat of the Village of West Harrisville (now Village of Lincoln), thence N 88°36'37" E 782.02 ft along the South boundary of said plat; thence S 00°46'57" E 133.00 ft to a 1/4" bar by Scott Engineering Co., Inc., in 1975; thence N 88°44'03" E 26.17 ft; thence S 00°58'37" E 366.94 ft; thence S 88°36'37" W 1240.00 ft; thence N 63°41'43" W 106.25 ft; thence N 36°00'03" W 293.77 ft to the South right of way line of said road on a 6°19'52" curve to the right whose radius is 904.95 ft; thence 139.16 ft along the arc of said curve and right of way line which lies on the North side of a Long Chord bearing N 61°14'43" E 139.02 ft to the point of beginning.

SEE NOTE #1 FOR PARTIAL RELEASE OF EASEMENT

Said line of towers, pole structures or poles is to be located in, over and across said land on a center line described as:

Beginning at a point not more than 500 ft nor less than 300 ft East of the West line of Section 1, T 26 N, R 8 E, at a point not more than 1230 ft nor less than 1150 ft North of the East and West 1/4 line of said Section 1, thence Southeasterly to a point not more than 675 ft nor less than 475 ft East of the West line of said Section 1, at a point not more than 950 ft nor less than 850 feet North of the East and West 1/4 line of said Section 1, thence Southeasterly to a point not more than 850 ft nor less than 750 ft East of the West line of said Section 1, at a point not more than 880 ft nor less than 800 ft North of the East and West 1/4 line of said Section 1, thence Easterly to a substation rack to be located not more than 1145 ft nor less than 945 ft East of the West line of said Section 1, at a point not more than 880 ft nor less than 800 ft North of the East and West 1/4 line of said Section 1.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush now or hereafter standing or growing on the land of Grantor described in this easement within 45 feet on each side of the center line of said line of towers, pole structures or poles, and (2) all trees in excess of 40 feet in height on the land of Grantor described in this easement within 90 feet on each side of the center line of said line of towers, pole structures or poles. The complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future, and Grantee may enter upon said land, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control trees and brush as aforesaid.

Grantor agrees that, for the protection of said facilities, no buildings or other structures will be placed within 36 feet on each side of the center line of said line of towers, pole structures or poles. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of said facilities.

Nonuse or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein conveyed.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed by its duly authorized officer this 23 day of April, 19 87.

WITNESSES

Robert T. Sherman, Steven Bardson

VIKING ENERGY OF LINCOLN, INC., a Michigan corporation

By: Peter F. McEwan, President of Viking Energy of Lincoln, Inc., General Partner

LIBER 210 PAGES 160-161

JUN 15 3 29 PM '87

Notary Public Seal

CORPORATE (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN

COUNTY OF Midland

The foregoing instrument was acknowledged before me this 23 day of April, 19 87, by Peter F. McEwan, President and General Partner of Viking Energy of Lincoln, Inc., a Michigan corporation, on behalf of the corporation.

Kerry Bristol Umlauf, Notary Public, My Commission Expires March 18, 1990

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN

COUNTY OF

The foregoing instrument was acknowledged before me this day of 19 by of a corporation, on behalf of the corporation.

Notary Public Seal

RETURN TO: LAND & R/W DEPT CONSUMERS POWER COMPANY ATT: N. P. FISHER JACKSON SERVICE CENTER 1935 PARRALL ROAD JACKSON, MICHIGAN 49201

PREPARED BY: CONSUMERS POWER COMPANY 212 WEST MICHIGAN AVENUE JACKSON, MICHIGAN 49201

GENERAL ENGINEERING MAP REFERENCES

Map No. F18366 Sheet 1 of _____
 Plan & Profile No. _____ Sheet _____ of _____
 Survey Map No. _____ Sheet _____ of _____

OTHER NOTES AND DATA

NOTE #1: (By Sale No. Alcona #6;) CPGCo granted a Partial Release of Easement as shown on the caption of this tract as follows:

1. Consumers Power Company

7-18-89

Rel of Easement

78 2. [Viking Energy of Lincoln]

Release and Quitclaim unto second party so much of first party's right and interest in that certain easement granted to first party as lies within the following described land situate in the Village of Lincoln, County of Alcona, and State of Michigan:

A parcel of land in the Northwest 1/4 of Section 1, Township 26 North, Range 8 East, described as follows to-wit: Commencing at the West 1/4 corner of Section 1, thence North 01° 10' 28" West 948.63 feet along the section line; thence North 65° 28' 32" East 630.50 feet the point of tangent of a curve to the right; thence South 24° 31' 28" East 50.00 feet to the South right-of-way line of County Road F-41 (formerly M-171) and the point of beginning; thence North 65° 28' 32" East 160.95 feet along said right of way line; thence South 30° 12' 00" East 258.32 feet to a 3/4 inch pipe and cap by MacNeill Survey; thence North 65° 33' 57" East 308.79 feet to a 3/4 inch pipe and cap by MacNeill Survey; thence North 03° 42' 29" East 187.90 feet to the South boundary of the Plat of the Village of West Harrisville (now Village of Lincoln); thence North 88° 36' 37" East 782.02 feet along the South boundary of said plat; thence South 00° 46' 57" East 133.00 feet to a 1/2 inch bar by Scott Engineering Co., Inc., in 1975; thence North 88° 44' 03" East 26.17 feet; thence South 00° 58' 37" East 366.94 feet; thence South 88° 36' 37" West 1240.00 feet; thence North 63° 41' 43" West 106.25 feet; thence North 36° 00' 03" West 293.77 feet to the South right of way line of said road on a 6° 19' 52" curve to the right whose radius is 904.95 feet; thence 139.16 feet along the arc of said curve and right of way line which lies on the North side of a long chord bearing North 61° 14' 43" East 139.02 feet to the point of beginning.

Except a strip of land approximately 80 feet in width described as follows:

Commencing at the West 1/4 corner of Section 1, Township 26 North, Range 8 East; thence North 01° 10' 28" West, 948.63 feet along the Section line; thence North 65° 28' 32" East, 630.50 feet to the point of tangent of a curve to the right; thence South 24° 31' 28" East, 50.00 feet to the South right-of-way line of Co. Rd. F-41; thence Southwesterly along the South right-of-way line of County Road F-41 58.75 feet along the arc of a curve to the left whose radius is 904.95 feet and long chord bears South 63° 36' 57" West, 58.74 feet to the point of beginning; thence continuing Southwesterly along said South right-of-way line 80.40 feet along the arc of a curve to the left whose radius is 904.95 feet and long chord bears South 59° 30' 47" West, 80.37 feet; thence South 36° 00' 03" East, 293.77 feet; thence South 85° 56' 05" East, 519.43 feet; thence North 88° 36' 37" East, 100.00 feet; thence North 01° 23' 23" East, 80.00 feet; thence South 88° 36' 37" West, 100.00 feet; thence North 85° 56' 05" West, 474.27 feet; thence North 36° 00' 03" West, 249.27 feet to the point of beginning.

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE.

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

The Following
Document is of Poor
Quality

PARTIAL RELEASE OF EASEMENT

Aug 2 10 30 AM '83

AGREEMENT, made this 18th day of July, 1983, by and between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Main Street Avenue, Jackson, Michigan 49201, herein called first party, and Viking Energy OF LINCOLN A LIMITED PARTNERSHIP, a Michigan limited partnership, 4008 West Wackerly Road, Midland, Michigan 48640, herein called second party.

WITNESSETH:

That first party, in consideration of the sum of \$1.00 and other good and valuable consideration to it paid by second party, receipt of which is hereby acknowledged, first party does hereby RELEASE and QUITCLAIM unto second party so much of first party's right and interest in that certain easement granted to first party dated April 23, 1987 and recorded June 15, 1987 in Liber 210, Page 160, Alcona County Records, as lies within the following described land situate in the Village of Lincoln, County of Alcona, and State of Michigan:

A parcel of land in the Northwest 1/4 of Section 1, Township 26 North, Range 8 East, described as follows to-wit: Commencing at the West 1/4 corner of Section 1, thence N 01° 10' 28" W 948.63 feet along the section line; thence N 65° 28' 32" E 630.50 feet to the point of tangent of a curve to the right; thence S 24° 31' 28" E 50.00 feet to the South right of way line of County Road F-41 (formerly M-171) and the point of beginning; thence N 65° 28' 32" E 160.95 feet along said right of way line; thence S 30° 12' 00" E 258.32 feet to a 3/4 inch pipe and cap by MacNeill Survey; thence N 65° 33' 57" E 308.79 feet to a 3/4 inch pipe and cap by MacNeill Survey; thence N 03° 42' 29" E 187.90 feet to the South boundary of the Plat of the Village of West Harrisville (now Village of Lincoln); thence N 88° 36' 37" E 782.02 feet along the South boundary of said plat; thence S 00° 46' 57" E 133.00 feet to a 1/2 inch bar by Scott Engineering Co., Inc., in 1975; thence N 88° 44' 03" E 26.17 feet; thence S 00° 58' 37" E 366.94 feet; thence S 88° 36' 37" W 1240.00 feet; thence N 63° 41' 43" W 106.25 feet; thence N 36° 00' 03" W 293.77 feet to the South right of way line of said road on a 6° 19' 52" curve to the right whose radius is 904.95 feet; thence 139.16 feet along the arc of said curve and right of way line which lies on the North side of a long chord bearing N 61° 14' 43" E 139.02 feet to the point of beginning.

Except a strip of land approximately 80 feet in width described as follows:

Commencing at the West 1/4 corner of Section 1, Township 26 North, Range 8 East; thence North 01° 10' 28" West, 948.63 feet along the Section line; thence North 65° 28' 32" East, 630.50 feet to the point of tangent of a curve to the right; thence South 24° 31' 28" East, 50.00 feet to the South right-of-way line of Co. Rd. F-41; thence Southwesterly along the South right-of-way line of County Road F-41 58.75 feet along the arc of a curve to the left whose radius is 904.95 feet and long chord bears South 63° 36' 57" West, 58.74 feet to the point of beginning; thence continuing Southwesterly along said South right-of-way line 80.40 feet along the arc of a curve to the left whose radius is 904.95 feet and long chord bears South 59° 30' 47" West, 80.37 feet; thence South 36° 00' 03" East, 293.77 feet; thence South 85° 56' 05" East, 519.43 feet; thence North 88° 36' 37" East, 100.00 feet; thence North 01° 23' 23" East, 80.00 feet; thence South 88° 36' 37" West, 100.00 feet; thence North 85° 56' 05" West, 474.27 feet; thence North 36° 00' 03" West, 249.27 feet to the point of beginning.

The Following
Document is of Poor
Quality

It is the intent hereof to release only the rights and privileges of first party in the land described above expressly released herein, and the remainder of the rights and privileges set forth in said conveyance recorded in Liber 210, Page 111, Alcona County Records, shall remain in full force and effect.

Second party covenants and agrees that it will not place or erect any building or other structures under or over first party's facilities or within the 80-foot strip described above, other than those buildings presently upon said premises without first securing first party's written consent. It is the intent hereof that first party shall have the free and unobstructed use of said 80-foot wide strip of land to operate and maintain its electric lines and related facilities now or hereafter installed on said strip of land.

Second party further covenants and agrees that first party shall have the right to cut, trim, remove, destroy or otherwise control all trees and brush now standing or hereafter growing within 45 feet on each side of the line of towers, poles, or pole structures presently on said land and all trees in excess of 40 feet in height within 90 feet on each side of the line of towers, poles, and pole structures. First party may enter upon said land from time to time, at no cost to first party, to cut, trim, remove, destroy, or otherwise control said trees and brush.

The parties covenant and agree that the provisions of this agreement are not intended to and do not constitute a dedication for public use and that said easement and rights are private and for the benefit of the parties hereto.

The parties further covenant and agree that any notice to be served upon either party shall be in writing and sent by registered or certified mail, return receipt requested, to the following addresses, unless another address is designated by the party:

First Party: Viking Energy of Lincoln
A Limited Partnership
4008 W. Wackerly Road
Midland, Michigan 48640
Attention: President

Second Party: Consumers Power Company
212 West Michigan Avenue
Jackson, Michigan 49201
Attention: Land & Right of Way Division

The benefits hereof shall accrue to and the obligations hereof shall bind the heirs, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or have caused the same to be executed by their duly authorized representatives.

WITNESSES:

Donald E. Lytle
Donald E. Lytle

Diane M. Tyrrell
Diane M. Tyrrell

CONSUMERS POWER COMPANY

By ER Bradley
ER Bradley
Land & R/W Director

VIKING ENERGY OF LINCOLN
A LIMITED PARTNERSHIP

BY: VIKING ENERGY OF LINCOLN, INC.,
GENERAL PARTNER

By Peter J. Mastie
Peter J. Mastie
Vice President and Chief Financial
Officer

Michael A. Vrditico
Michael A. Vrditico

Thomas G. Durling
Thomas G. Durling

APPROVED AS TO FORM
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 18th day of July, 1989, by E R Bradley, Land & R/W Director of Consumers Power Company, a Michigan corporation, on behalf of the corporation.

Donald E Lytle
Acting in Midland County
Notary Public, Jackson County, Michigan
My Commission Expires: _____

DONALD E. LYTLE
NOTARY PUBLIC STATE OF MICHIGAN
JACKSON COUNTY
MY COMMISSION EXP. MAR. 20, 1993

STATE OF MICHIGAN)
) SS
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 18th day of July, 1989, by Peter J. Mastie, Vice President of Viking Energy of Lincoln, Inc, General Partner of Viking Energy of Lincoln Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

Kerry Gustaf Unlaurf
Notary Public,
My Commission Expires: 3-18-1990