

RM #97-126

Alpena-Map #19
(T32N. R8E)

219.1-DX103-5

ALPENA #2

Alpena-Map #20
(T32N. R9E)

QUITCLAIM DEED

THIS INDENTURE, Made this 3rd day of April, 1997, Between CONSUMERS ENERGY COMPANY (formerly known as Consumers Power Company), a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, Grantor, and the STATE OF MICHIGAN, Box 30448, Lansing, Michigan 48909, Grantee,

WITNESSETH:

That Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto Grantee and to its successors and assigns Forever, certain land in the Township of Alpena, County of Alpena and State of Michigan, described on Exhibit A which is attached hereto and made a part hereof, excepting and reserving the interests and rights set forth on Exhibit B which is attached hereto and made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto Grantee and to its successors and assigns to the sole and only proper use, benefit and behoof of Grantee, its successors and assigns, Forever.

Notice pursuant to MCL 560.109(4): 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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

WITNESSES:

Judy M Schultz
Judy M Schultz

Jeannie M King
Jeannie M King

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

CONSUMERS ENERGY COMPANY

By Thomas A McNish
Vice President and Secretary

APR 10 10 58 AM '97
DEEDS TO JENNY
KING

The foregoing instrument was acknowledged before me this 3rd day of April, 1997, by Thomas A McNish, Vice President and Secretary of CONSUMERS ENERGY COMPANY, a Michigan corporation, on behalf of the corporation.

PREPARED BY D. E. BARTH

Jeannie M King
Jeannie M King, Igham County acting in
Notary Public, Jackson County, Michigan
My Commission Expires: March 21, 2001

212 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN

EXHIBIT A

Description of Land

Alpena Township, T32N, R8E

Parcel #1:

The entire N 1/2; entire SE 1/4; the S 1/2 of the SW 1/4; and the NW 1/4 of the SW 1/4, Section 1, T32N, R8E, containing approximately 584.54 acres. (DX) W-3 C

Parcel #2:

Entire E 1/2 of Section 2, T32N, R8E, containing approximately 307.65 acres. W-1 C

Parcel #3:

The NE 1/4 of the NE 1/4 of Section 11, T32N, R8E, containing approximately 40 acres. W-1 C

Parcel #4:

The NW 1/4 of the NE 1/4 and the East 1/2 of the NE 1/4; the S 1/2 of the SE 1/4; the SE 1/4 of the SW 1/4; and the N 1/2 of the NW 1/4, Section 12, T32N, R8E, containing approximately 318.32 acres. (DX) W-3 C W-5 C

Parcel #5:

The W 1/2 of the NE 1/4 of Section 13, T32N, R8E, containing approximately 80 acres. (DX) W-5 C

Alpena Township, T32N, R9E

Parcel #6:

Entire fractional Section 6, T32N, R9E, containing approximately 466.35 acres. W-1 C

Also:

A parcel of filled Lake Huron bottomland situated opposite, adjacent and contiguous to Government Lot 3 in Fractional Section 6, T32N, R9E, described as:

Commencing at the NW corner of said Section 6; thence E on North line of said Section 6, 1175 feet; thence S65°14'00"E 418 feet; thence S51°32'00"E 618 feet; thence S35°51'00"E 415 feet; thence S48°03'00"E 321 feet; thence S14°00'00"W 320 feet; thence S65°00'00"E 325 feet to the point of beginning; thence along the shore on the following courses and distances:

N28°52'00"E 399.80 feet; N38°09'00"E 304.20 feet; N59°55'00"E 322.90 feet; N05°35'00"E 78.80 feet; S42°50'00"E 337.50 feet; S15°03'00"W 350.20 feet; S30°32'00"E 440.60 feet; S16°45'00"E 277.10 feet; S27°22'00"E 633 feet; thence S56°30'00"W 90 feet; thence along the 1840, 581.5-foot high waterline on the following courses and distances:

N33°30'00"W 600 feet; N45°30'00"W 310 feet; thence N66°30'00"W 394 feet; S81°00'00"W 188 feet; N66°00'00"W 115 feet; N26°00'00"W 112 feet to the point of beginning; together with such similar bottomland, if any, lying between and opposite the above-described land and said Government Lot 3; containing 16.27 acres, more or less.

Parcel #7:

The entire N 1/2; the N 1/2 of the S 1/2, except that part reserved by John Monaghan and wife in Liber 28 of Deeds, on Page 226; and the SW 1/4 of the SE 1/4, Section 7, T32N, R9E, containing approximately 508 acres.

w-1
c

Parcel #8:

The SW 1/4 of the SW 1/4 of Section 7, T32N, R9E, containing approximately 4.5 acres.

w-2
c

Parcel #9:

The entire fractional N 1/2 of Section 8, T32N, R9E, containing approximately 16 acres.

w-1
c

EXHIBIT B

I.

Excepting and reserving to Grantor, its successors and assigns, all oil, gas and associated hydrocarbon substances in and under all of the parcels of land described on Exhibit A and the exclusive right to store, re-store and protect oil, gas and associated hydrocarbon substances in the subsurface strata underlying said parcels of land. Grantor, its successors and assigns, may request of Grantee the right to enter upon said lands for the purpose of (i) exploring for, mining, taking, storing, processing, making merchantable, transporting and removing said oil, gas and associated hydrocarbon substances, and (ii) storing, re-storing and protecting oil, gas and other hydrocarbon substances in the subsurface strata and taking and retaking same from storage. Grantee will not unreasonably or arbitrarily withhold such permission. wt

II.

Also excepting and reserving to Grantor, its successors and assigns, the following EXCLUSIVE easements in, over, across and under a certain 270-foot wide strip of land located within Parcel #1 described in Exhibit A, and in, over and across a certain 270-foot wide strip of land located within Parcel #4 described in Exhibit A, and in, over and across a certain 270-foot wide strip of land located within Parcel #5 described in Exhibit A, said strips of land being described hereinbelow, to: 1) enter upon said strips of land; 2) construct, operate, repair, inspect, replace, improve, enlarge and remove existing and future electric facilities on said strips of land, including but not limited to electric substations, overhead and/or underground lines consisting 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 for the purpose of transmitting and distributing electricity; 3) construct, operate, repair, inspect, replace, improve, enlarge and remove existing and future communications facilities on said strips of land, including but not limited to overhead and/or underground lines consisting of towers, pole structures, poles, or any combination of same with wires, cables, fiber optic cables and other fixtures and appurtenances for the purpose of conducting a communication or related business; and 4) cut, trim, remove, destroy or otherwise control any trees and brush on said strips of land which may, in the opinion of Grantor, interfere or threaten to interfere with or be hazardous to the above-described existing and future facilities. DX
(Pcl #1
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3)

It is intended hereby to reserve the above-described easements EXCLUSIVE of any person or entity except Grantee itself, and in the event that Grantee wishes to grant an interest in any of said strips of land, other than a conveyance of the entire fee interest, Grantee must secure Grantor's PRIOR written consent to any such grant, and Grantor may give such consent in its sole discretion and may attach any conditions to such consent. Nothing herein shall prevent Grantee from using said strips of land in the same manner as other public lands under its jurisdiction, except that such use shall not interfere with exercise of the rights reserved to Grantor. PDX

Grantee agrees that no buildings or other structures will be erected on said strips of land and that no materials, supplies, substances or equipment shall be placed or stored upon said strips of land. Grantee DX

shall secure Grantor's PRIOR written consent for any roads, irrigation systems or any other use of said strips of land that may affect Grantor's reserved rights hereunder, and Grantor may give such consent in its sole discretion and may attach any conditions to such consent.

Nonuse or a limited use by Grantor of the easements hereby reserved shall not prevent Grantor from later making use of the easements to the full extent herein stated. No delay or omission by Grantor to enforce its rights hereunder shall be held to cancel same or be considered a waiver thereof.

The aforesaid strips of land are described as follows:

A 270-foot wide strip of land running in a Northerly and Southerly direction across each of said Parcels #1, #4 and #5, the Westerly line of said 270-foot wide strip of land across each of said Parcels #1, #4 and #5 being located 105 feet Westerly of the centerline of the electric transmission line now existing across each of said parcels, and the Easterly line of said 270-foot wide strip of land across each of said Parcels #1, #4 and #5 being located 165 feet Easterly of the centerline of said electric transmission line now existing across each of said parcels. Said centerline of said electric transmission line now existing across each of said Parcels #1, #4 and #5 is described as all those parts of the following centerline description as are located across said parcels:

To find the point of beginning of said centerline description, commence at the South 1/4 corner of Section 13, T32N, R8E; thence West along the South line of said section, a distance of 203.81 feet to the point of beginning of this existing electric transmission line centerline description; thence N 22°25'05" E, a distance of 932.55 feet; thence N 00°17'56" E, a distance of 7210.43 feet to a point on the East and West 1/4 line of Section 12, T32N, R8E, said point being N 88°33'33" W, 2547.98 feet from the East 1/4 corner of said Section 12; thence continue N 00°17'56" E to the North line of Section 1, T32N, R8E, and the place of ending of this description.

DX
(Parcel #1
4
5)