

RECORDED IN DEEDS

LIBER 164 PAGE 194

Recorded Dec 29 1967
at 3 o'clock
Liber 164 of Deeds Page 194
Ann Arbor, Michigan
Register of Deeds

86-D308-1

This Indenture, Made December 5, 19 67

BETWEEN

WARD LAND COMPANY, a Michigan corporation,

of 765 Vaughan Road,

Bloomfield Hills, Michigan 48013, party of the first part,

and CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan and having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan 49201, party of the second part.

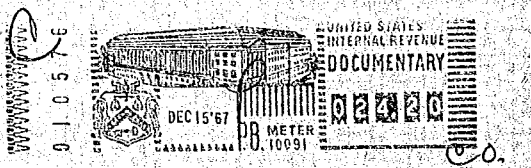
Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations, and of such and valuable considerations as to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the Townships of Star and Mancelona, County of Antrim and State of Michigan, and described as follows, to-wit:

A strip of land 330 feet in width across the following described lands: The E 1/2 of Section 25, the N 1/2 of Section 36, and the SW 1/4 of Section 36; the E 1/2 of the E 1/2 of Section 35, and the SW 1/4 of the SE 1/4 of Section 35, and the S 1/2 of the SW 1/4 of Section 35, all in T30N, R5W, Star Township, Antrim County, Michigan. Also across the N 1/2 of Section 2, and the SW 1/4 of Section 2; the S 3/4 of the E 1/2 of Section 3, and the SW 1/4 of Section 3; the N 1/2 of Section 10, and the SW 1/4 of Section 10; the E 1/2 of Section 9, and the SW 1/4 of Section 9, T29N, R5W, Mancelona Township, Antrim County, Michigan. The NW'ly line of said 330-foot strip being more particularly described as follows: To find the place of beginning of said line, commence at the Southwest corner of said Section 9, T29N, R5W, run thence N 89° 42' 50" E along the South line of said section 2067.22 feet to the place of beginning of this description; running thence N 45° 08' 07" E, 14,761.73 feet to the South line of Section 35, T30N, R5W, at a point 3019.98 feet distant W'ly from the Southeast corner of said Section 35, as measured along the South line of said section; thence continuing N 45° 08' 07" E, 11,459.52 feet to the East line of Section 25, T30N, R5W, at a point 7702.82 feet distant N'ly of the Southeast corner of Section 36, T30N, R5W, as measured along the East line of said Sections 36 and 25, excepting therefrom the D. & C. Railroad right of way.

Excepting and reserving to first party, its successors or assigns, the easement and right to cross said strip of land at such places and in such a manner as is mutually satisfactory to both parties, and as shall not interfere with the use of said land by second party, its successors or assigns.

Also excepting and reserving to first party herein, its successors or assigns, all oil, gas and other minerals (but not including sand, clay or gravel) in and under said land, together with the right to remove the same by wells or shafts placed on the adjoining land. No wells or shafts are to be placed on the land herein conveyed.

It is understood and agreed that said second party will, under no circumstances, fence the land hereinabove described.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns, Forever. And the said party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents it is well seized of the above granted premises in FEE SIMPLE; that they are free from all encumbrances whatever.

RETURN TO LAND & R/W DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date of this instrument. This does not include taxes in the process of collection.
Jessie Bailey COUNTY TREASURER

and that it will and its successors shall forever WARRANT AND DEFEND the same against all lawful claims whatsoever. When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof the said Ward Land Company has caused these presents to be signed in its name by its and sealed with its corporate seal, the day and year first above written.

WARD LAND COMPANY

Signed, Sealed and Delivered in Presence of:
Fred J. Coolbaugh By *Frederick S. Strong, III*
Fred J. Coolbaugh Frederick S. Strong, III President
Marilyn Moss
Marilyn Moss
Attest: *John W. Strong*
John W. Strong Assistant Secretary



STATE OF MICHIGAN, }
COUNTY OF Oakland } ss. On December 5, 1967

before me, a Notary Public in and for said County, personally appeared Frederick S. Strong, III to me personally known, who being by me duly sworn, did say that he is President of Ward Land 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 in behalf of said corporation by authority of its Board of Directors, and said Frederick S. Strong, III acknowledged said instrument to be the free act and deed of said corporation.

Marilyn Moss
Marilyn Moss

Notary Public, County, Michigan.

My commission expires MARYLIN MOSS 19
Notary Public, Oakland County, Mich.
My Commission Expires June 22, 1971

PREPARED BY D. R. ROOD, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

RETURN TO LAND & RIW DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN
WARRANTY DEED
BY CORPORATION

TO

REGISTER'S OFFICE, }
COUNTY OF Antrim } ss.
This instrument was presented and received for record this 29 day of Dec. A. D. 1967 at 3 o'clock P. M., and recorded in Liber 164 of Deeds on page 194-5 as a proper certificate was furnished in compliance with Section 3551, Compiled laws of 1929, as amended by Act 261, P. A. of 1931.
Annellee Fisher
Register of Deeds.

ROADWAY EASEMENT

THIS INDENTURE, Made this 2nd day of July, 19 70, Between

CONSUMERS POWER COMPANY, a Michigan corporation,
212 West Michigan Avenue, Jackson, Michigan 49201,
(successor by merger to Consumers Power Company, a Maine corporation)
as first party,

and AMERICAN CENTRAL CORPORATION, a Michigan corporation,
of 3900 Capital City Boulevard, Lansing, Michigan 48906,
as second party,

WITNESSETH:

That the said first party, for and in consideration of the sum of One and No/100 - - - - - Dollars (\$1.00) to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto the said second party and to its successors and assigns Forever, the easement and right of way for roadway purposes on, over, along and across that certain piece or parcel of land situate in the Township of Mancelona, County of Antrim and State of Michigan, known and described as follows, to wit:

A strip of land 66 feet in width in the SW 1/4 of the NW 1/4 of Section 10, T29N, R5W, being 33 feet on each side of a center line described as follows: To find the place of beginning of said center line, commence at the Southwest corner of Section 9, T29N, R5W, run thence N 89° 42' 50" E along the South line of said section 2,067.22 feet, thence N 45° 08' 07" E, 4,567.69 feet to the place of beginning of said center line, running thence SE'ly at right angles to said last described course 330 feet to the place of ending of said center line.

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

1. It is expressly understood that the above-described land was acquired by first party for public utility purposes and that this roadway easement is made subject to the unobstructed use thereof by first party for any purpose in connection with or growing out of the conduct of its business or the business of any affiliated company as a public utility. First party specifically reserves to itself, its successors and assigns, the right to construct and maintain over, upon, under and across the premises hereby conveyed, electric lines and/or electric control devices or lines as now or hereafter constructed for the purpose of transmitting, conducting and distributing electricity and gas lines for the transportation of gas. First party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon said premises, which may interfere or threaten to interfere with said electric lines and/or electric control devices or lines and/or gas lines. No trees or shrubs shall at any time be planted or otherwise grown upon the right of way hereby conveyed and no buildings or other structures shall be erected thereon.

2. The second party hereby agrees to protect towers, poles, pole structures, supports, underground electric lines and conduits, pipelines or other structures as now or hereafter located upon said premises or now or hereafter located upon the adjoining premises by the erection and maintenance of barricades or other suitable means of protection as may be deemed to be required by the engineers of first party.

3. It is agreed that no work shall be done in connection with said roadway, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Consumers Power Company as now or hereafter provided by said electric lines and/or electric control devices or lines and/or gas line or lines. In case the said first party shall find it necessary to change any towers, poles, pole structures, supports, underground electric lines and conduits, pipelines or other structures of said first party now or hereafter located on said premises or upon the adjoining premises, in order to accommodate any work to be done in connection with said roadway, said first party shall be reimbursed by second party for its actual cost and expense incurred thereby.

4. It is distinctly understood that the electric transmission lines now or hereafter located on the above-described property are operated at high voltage and that no equipment used in connection with construction and maintenance of said roadway shall be permitted to come closer to the lines of first party than fifteen (15) feet, said distance being measured vertically from the surface of the ground to the nearest energized conductor, and that at least fifteen (15) feet of clearance shall be maintained at all times.

5. Said second party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save said first party, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees for injuries to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the rights and privileges hereby granted.

6. It is agreed that the construction, improvement and maintenance of said roadway, for which a right of way is hereby conveyed, shall be done solely at the expense of the said second party, and said first party shall incur no cost or expense whatsoever as a result of the construction, improvement and maintenance of said roadway.

7. After the construction of said roadway, if said easement and rights herein conveyed shall cease to be used by second party, its successors and assigns, for one (1) year for the purpose hereinabove set forth, then in such event all right and interest hereby conveyed shall terminate and revert in first party, its successors and assigns, and if said second party shall not have constructed said roadway within one (1) year from and after the date hereof, then in such event all right and interest hereby conveyed shall terminate and revert in first party, its successors and assigns.

8. It is further agreed that the benefits hereof shall accrue to and the obligations shall bind the _____, successors and assigns of the respective parties.

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

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

WITNESSES:

Stanley C. Kent
Stanley C. Kent

CONSUMERS POWER COMPANY APPR'D AS TO FORM
DRR WLR JFB

Burton A. Holcomb
Burton A. Holcomb

By R. C. Youngdahl
R. C. Youngdahl
Senior Vice President

STATE OF MICHIGAN } ss.
County of Jackson }

The foregoing instrument was acknowledged before me this 2nd day of July, 1970, by R. C. Youngdahl Senior Vice President of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

My Commission expires February 21, 1971
Stanley C. Kent
Stanley C. Kent
Notary Public, Jackson County, Michigan

ROADWAY EASEMENT

THIS INDENTURE, Made this 10th day of May, 1972, Between

CONSUMERS POWER COMPANY, a Michigan corporation,
212 West Michigan Avenue, Jackson, Michigan 49201,
(successor by merger to Consumers Power Company, a Maine corporation)
as first party,

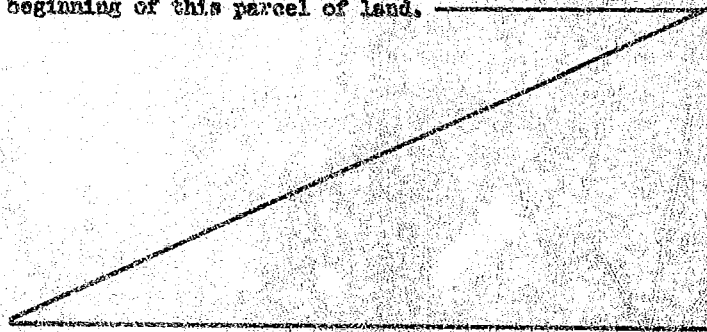
and

AMERICAN CENTRAL CORPORATION, a Michigan corporation,
3900 Capital City Blvd., Lansing, Michigan 48906,
as second party,

WITNESSETH:

That the said first party, for and in consideration of the sum of - - - -
One and no/100 - - - - - Dollars (\$1.00)
to it in hand paid by second party, the receipt whereof is hereby confessed and ac-
knowledged, does by these presents release and QUITCLAIM unto the said second party
and to its successors and assigns Forever, the easement and right of way for
roadway purposes on, over, along and across that certain piece or parcel of
land situate in the Township of Star, County of Antrim
and State of Michigan, known and described as follows, to wit:

All that part of the SE 1/4 of Section 25 and the NE 1/4
of Section 36, T30N, R5W, bounded and described as fol-
lows: To find the point of beginning of said land, begin
at a point on the East line of Section 25, T30N, R5W;
which is 8300.74 feet distant South of the Northeast
corner of Section 24, T30N, R5W, said distance being
measured along the Township line dividing Star Township,
Antrim County, from Hayes Township, Otsego County; run
thence North along said Township line 160 feet; thence
S 46° 17' 13" W, 3117.59 feet to the point of beginning
of the following described parcel of land 66 feet in
width; thence N 43° 42' 47" W, 215 feet; thence S 46°
17' 13" W, 66 feet; thence S 43° 42' 47" E, 318.88 feet
to the South line of said Section 25 and the North line
of said Section 36; thence continuing S 43° 42' 47" E,
11.12 feet; thence N 46° 17' 13" E, 10.77 feet to the
North line of said Section 36 and the South line of said
Section 25; thence continuing N 46° 17' 13" E, 55.23
feet; thence N 43° 42' 47" W, 115 feet to the point of
beginning of this parcel of land.



Handwritten note: L-102 7370-R-50

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

1. It is expressly understood that the above-described land was acquired by first party for public utility purposes and that this roadway easement is made subject to the unobstructed use thereof by first party for any purpose in connection with or growing out of the conduct of its business or the business of any affiliated company as a public utility. First party specifically reserves to itself, its successors and assigns, the right to construct and maintain over, upon, under and across the premises hereby conveyed, electric lines and/or electric control devices or lines as now or hereafter constructed for the purpose of transmitting, conducting and distributing electricity and gas lines for the transportation of gas. First party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon said premises, which may interfere or threaten to interfere with said electric lines and/or electric control devices or lines and/or gas lines. No trees or shrubs shall at any time be planted or otherwise grown upon the right of way hereby conveyed and no buildings or other structures shall be erected thereon.

2. The second party hereby agrees to protect towers, poles, pole structures, supports, underground electric lines and conduits, pipelines or other structures as now or hereafter located upon said premises or now or hereafter located upon the adjoining premises by the erection and maintenance of barricades or other suitable means of protection as may be deemed to be required by the engineers of first party.

3. It is agreed that no work shall be done in connection with said roadway, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Consumers Power Company as now or hereafter provided by said electric lines and/or electric control devices or lines and/or gas line or lines. In case the said first party shall find it necessary to change any towers, poles, pole structures, supports, underground electric lines and conduits, pipelines or other structures of said first party now or hereafter located on said premises or upon the adjoining premises, in order to accommodate any work to be done in connection with said roadway, said first party shall be reimbursed by second party for its actual cost and expense incurred thereby.

4. It is distinctly understood that the electric transmission lines now or hereafter located on the above-described property are operated at high voltage and that no equipment used in connection with construction and maintenance of said roadway shall be permitted to come closer to the lines of first party than fifteen (15) feet, said distance being measured vertically from the surface of the ground to the nearest energized conductor, and that at least fifteen (15) feet of clearance shall be maintained at all times.

5. It is agreed by second party that it will, at its sole cost and expense, stake in the field the center line of the said roadway herein described in order to accommodate first party in determining the location of an electric transmission line tower in the vicinity of said roadway.

6. Said second party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save said first party, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees for injuries to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the rights and privileges hereby granted.

7. It is agreed that the construction, improvement and maintenance of said roadway, for which a right of way is hereby conveyed, shall be done solely at the expense of the said second party, and said first party shall incur no cost or expense whatsoever as a result of the construction, improvement and maintenance of said roadway.

8. After the construction of said roadway, if said easement and rights herein conveyed shall cease to be used by second party, its successors and assigns, for one (1) year for the purpose hereinabove set forth, then in such event all right and interest hereby conveyed shall terminate and revert in first party, its successors and assigns, and if said second party shall not have constructed said roadway within one (1) year from and after the date hereof, then in such event all right and interest hereby conveyed shall terminate and revert in first party, its successors and assigns.

9. It is further agreed that the benefits hereof shall accrue to and the obligations shall bind the _____, successors and assigns of the respective parties.

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

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

WITNESSES:

Lois C. Barnes
Lois C. Barnes

Helen R. Lehr
Helen R. Lehr

CONSUMERS POWER COMPANY APPR'D AS TO FORM
DRR WLR SCK

By R. C. Youngdahl
R. C. Youngdahl
Senior Vice President

STATE OF MICHIGAN } ss.
County of Jackson }

The foregoing instrument was acknowledged before me this 10th day of May, 1975, by R. C. Youngdahl, Senior Vice President of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

My Commission expires January 31, 1975

Stanley C. Kent
Stanley C. Kent
Notary Public, Jackson County, Michigan

UNDERGROUND ELECTRIC LINE EASEMENT

THIS INDENTURE, Made this 10th day of July, 1973, Between
CONSUMERS POWER COMPANY, a Michigan corporation,
212 West Michigan Avenue, Jackson, Michigan 49201,
(successor by merger to Consumers Power Company, a Maine corporation)
as first party,

and
TOP O' MICHIGAN RURAL ELECTRIC COMPANY, a corporation
duly authorized to do business in Michigan,
with its principal office therein at
Box 70, 319 North Lake Street, Boyne City, Michigan 49712,
as second party,

WITNESSETH:

That first party, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto the said second party, and to its successors and assigns, the easement and right to construct and maintain an underground electric distribution line consisting of underground cables, conduits, wires, conductors, surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults and transformers, together with concrete pads or other supports therefor, and other fixtures and appurtenances on, in, under, over, through and across the following described parcel of land in the Township of Mancelona, County of Antrim and State of Michigan, to wit:

A strip of land 16 feet in width in the SE 1/4 of the SW 1/4 of Section 9, T29N, R5W, described as follows: To find the place of beginning of this description commence at the Southwest corner of said section; run thence N 89° 42' 50" E along the South line of said section, 7067.22 feet to the place of beginning of this description; running thence N 45° 08' 07" E, 22.80 feet; thence N 89° 42' 50" E parallel with and 16 feet distant North of and measured at right angles to the South line of said section, 470.73 feet; thence S 45° 08' 07" W, 22.80 feet to the South line of said section; thence S 89° 42' 50" W along said South line of said section, 470.73 feet to the place of beginning.

Together with full right and authority to second party, its successors and assigns, and its and their agents and employees, to enter at all times upon said premises for the purposes of constructing, maintaining, repairing, removing, patrolling, improving and enlarging said underground cables, conduits, wires, conductors, surface-mounted pedestals, subsurface junction vaults, subsurface transformer vaults and transformers, together with concrete pads or other supports therefor, and the right to trim, remove, destroy or otherwise control any trees, roots, brush or other vegetation which at any time may interfere or threaten to interfere with the maintenance of said facilities.

This release is executed by first party and accepted by second party subject to the following conditions:

1. No work shall be done in connection with the construction or maintenance of said underground electric distribution line by second party which shall in any way interfere or threaten to interfere with the towers, poles, wires or other supports and equipment constituting the electric line or lines and/or electric control devices or lines and/or gas line or lines as now or hereafter erected upon or adjacent to the above-described premises, and said second party's underground electric distribution line shall be so constructed and maintained as at no time to interfere with or threaten to interfere with the operation and maintenance of any of said electric lines and/or electric control devices or lines and/or gas lines of first party.

2. Said second party accepts the premises herein referred to, in its present condition and subject at all times to such uses as first party, its successors or assigns, may make of said premises for its own business or purposes; and said second party, by the acceptance of this instrument, agrees to relocate its underground electric distribution line at its own expense at any time upon demand of first party, its successors or assigns, when believed by first party to be necessary to accommodate the use of said premises by first party, its successors or assigns.

3. It is further agreed that said underground electric distribution line of second party shall be constructed and maintained so as to comply in every respect with the statutes of the State of Michigan, the rules and regulations of the Michigan Public Service Commission and with the regulations prescribed in the National Electrical Safety Code.

4. In case said first party shall find it necessary to change any of its electric lines and/or electric control devices or lines, now or hereafter located upon said premises or upon the adjoining premises, in order to accommodate any work to be done in connection with said underground electric distribution line of second party, said first party shall be reimbursed by second party for its actual cost and expense incurred thereby.

5. It is distinctly understood that the electric lines, now or hereafter located by first party upon the property above described, are or will be operated at high voltage and that no overhead or other equipment used in connection with the construction, operation or maintenance of said underground electric distribution line of second party shall be permitted to come in close proximity to said electric lines of first party. Said second party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save Consumers Power Company, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees and invitees, arising in connection with or as a direct or indirect result of the rights and privileges hereby granted, except second party shall not be required to indemnify first party for injury to persons or damage to property caused by the sole negligence of first party.

6. In case said easement and rights herein conveyed shall cease to be used by second party, its successors or assigns, for one (1) year, then in such case, all rights and title hereby conveyed shall revert to said first party, its successors or assigns.

7. It is further agreed that the benefits hereof shall accrue to and the obligations shall bind the successors or assigns of the respective parties.

IN WITNESS WHEREOF, said first party 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:

Willoween R. Smith
Willoween R. Smith

Carolyn K. Arsenault
Carolyn K. Arsenault

APPROVED AS TO FORM

DRR

CONSUMERS POWER COMPANY

CONSUMERS POWER COMPANY

SKK

LEGAL DEPARTMENT

By

W. L. Reid
W. L. Reid
Manager of Land and Electric
Right of Way

STATE OF MICHIGAN)
County of Jackson) ss.

The foregoing instrument was acknowledged before me this 10th day of July, 1973, by W. L. Reid, Manager of Land and Electric Right of Way of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

My Commission expires
January 31, 1975

Stanley C. Kent
Stanley C. Kent
Notary Public, Jackson County, Michigan

ANTRIM #10

EASEMENTS FOR TWO GAS PIPELINES AND
WATER PIPELINE

ANTRIM COUNTY
MICHIGAN
RECEIVED FOR RECORD
93 JUL 28 - PM 3:25
Wanda R. Conway
REGISTER OF DEEDS

THIS INDENTURE, Made this 16th day of July, 1993,
between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan
Avenue, Jackson, Michigan, Grantor, and WOLVERINE GAS AND OIL COMPANY, INC., a
Michigan corporation, 1 River Front Plaza, Grand Rapids, Michigan, Grantee,

WITNESSETH:

Grantor, for and in consideration of the sum of \$30,709.00 and other
valuable consideration to it in hand paid by Grantee, the receipt whereof
is hereby confessed and acknowledged, does by these presents release and
QUITCLAIM unto Grantee and to its successors and assigns, Forever, the easement
and right to construct, maintain, replace and repair two gas pipelines and one
water pipeline on, over, under, along and across that certain piece or parcel of
land situate in the Township of Mancelona and the Township of Star, County of
Antrim and State of Michigan, known and described as follows:

Gathering Line

A parcel of land, described as follows:

Part of Sections 2, 3, 9 and 10, Township 29 North, Range 5
West, and Section 35, Township 30 North, Range 5 West,
described as being a strip of land 10 feet in width lying
5 feet on each side of and adjacent to a center line
described as, commencing at the Southwest corner of said
Section 9; thence S 89° 25' 43" E, 2459.56 feet along the
South line of said Section 9; thence N 46° 13' 51" E,
682.19 feet, 50 feet Southeasterly of and parallel to the
center line of Consumers Power Company's existing electric
transmission line and 64.7 feet Northwesterly of and
parallel to the Easterly line of the existing Consumers
Power Company fee strip to the point of beginning; thence
continuing along said center line N 46° 13' 51" E, 17171.36
feet to the point of ending. Said point being S 00° 25'
10" W, 459.39 feet along the East line of said Section 35
and thence N 89° 34' 50" W, 501.71 feet from the East 1/4
corner of said Section 35.

Parcel 1

A parcel of land, described as follows:

Part of the Southeast 1/4 of Section 9, Township 29 North,
Range 5 West, described as being a strip of land 10 feet in
width lying 5 feet on each side of and adjacent to a center
line described as, commencing at the Southwest corner of
said Section 9; thence S 89° 25' 43" E, 2459.56 feet along
the South line of said Section 9; thence N 46° 13' 51" E,
682.19 feet to the point of beginning; thence along said
center line S 43° 53' 32" E, 64.67 feet to a point on the
Easterly line of an existing Consumers Power Company fee
strip and the point of ending.

11-2-42
11-2-42
11-2-42

Parcel 2

A parcel of land, described as follows:

Part of the Southeast 1/4 and the Northeast 1/4 of Section 9, Township 29 North, Range 5 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as, commencing at the Southwest corner of said Section 9; thence S 89° 25' 43" E, 2459.56 feet along the South line of said Section 9; thence N 46° 13' 51" E, 3581.96 feet along the herein described gathering line to the point of beginning; thence along said center line N 57° 59' 19" W, 273.72 feet to a point on the Westerly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 3

A parcel of land, described as follows:

Part of the Northwest 1/4 of Section 10, Township 29 North, Range 5 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as, commencing at the Southwest corner of Section 9, Township 29 North, Range 5 West; thence S 89° 25' 43" E, 2459.56 feet along the South line of said Section 9; thence N 46° 13' 51" E, 6008.15 feet along the herein described gathering line to the point of beginning; thence along said center line N 68° 29' 54" W, 292.12 feet to a point on the Westerly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 4

A parcel of land, described as follows:

Part of the Southeast 1/4 of Section 3, Township 29 North, Range 5 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as, commencing at the Southwest corner of Section 9, Township 29 North, Range 5 West; thence S 89° 25' 43" E, 2459.56 feet along the South line of said Section 9; thence N 46° 13' 51" E, 8719.51 feet along the herein described gathering line to the point of beginning; thence along said center line S 44° 15' 07" E, 6467 feet to a point on the Easterly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 5

A parcel of land, described as follows:

Part of the Southeast 1/4 of Section 3, Township 29 North, Range 5 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as, commencing at the Southwest corner of

Section 9, Township 29 North, Range 5 West; thence S 89° 25' 43" E, 2459.56 feet along the South line of said Section 9; thence N 46° 13' 51" E, 10561.33 feet along the herein described gathering line to the point of beginning; thence along said center line S 54° 16' 16" E, 65.77 feet to a point on the Easterly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 6

A parcel of land, described as follows:

Part of the Northwest 1/4 of Section 2, Township 29 North, Range 5 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as, commencing at the Southwest corner of Section 9, Township 29 North, Range 5 West; thence S 89° 25' 43" E, 2459.56 feet along the South line of said Section 9; thence N 46° 13' 51" E, 12030.27 feet along the herein described gathering line to the point of beginning; thence along said center line S 43° 27' 17" E, 6467 feet to a point on the Easterly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 7

A parcel of land, described as follows:

Part of the Southwest 1/4 of Section 35, Township 30 North, Range 5 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as, commencing at the Southwest corner of Section 9, Township 29 North, Range 5 West; thence S 89° 25' 43" E, 2459.56 feet along the South line of said Section 9; thence N 46° 13' 51" E, 14742.44 feet along the herein described gathering line to the point of beginning; thence along said center line S 77° 24' 21" E, 77.67 feet to a point on the Easterly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 8

A parcel of land, described as follows:

Part of the Southwest 1/4 of Section 35, Township 30 North, Range 5 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as, commencing at the Southwest corner of Section 9, Township 29 North, Range 5 West; thence S 89° 25' 43" E, 2459.56 feet along the South line of said Section 9; thence N 46° 13' 51" E, 14742.44 feet along the herein described gathering line to the point of beginning; thence along said center line N 77° 24' 21" W, 116.14 feet; thence N 40° 35' 29" W, 168.89 feet to a point on the Westerly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 9

A parcel of land, described as follows:

Part of the Southeast 1/4 of Section 35, Township 30 North, Range 5 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as, commencing at the Southwest corner of Section 9, Township 29 North, Range 5 West; thence S 89° 25' 43" E, 2459.56 feet along the South line of said Section 9; thence N 46° 13' 51" E, 16177.73 feet along the herein described gathering line to the point of beginning; thence along said center line N 14° 55' 48" W, 228.89 feet; thence N 58° 55' 33" W, 67.16 feet to a point on the Westerly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 10

A parcel of land, described as follows:

Part of the Southeast 1/4 of Section 35, Township 30 North, Range 5 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as, commencing at the Southwest corner of Section 9, Township 29 North, Range 5 West; thence S 89° 25' 43" E, 2459.56 feet along the South line of said Section 9; thence N 46° 13' 51" E, 16611.73 feet along the herein described gathering line easement to the point of beginning; thence along said center line S 01° 18' 29" E, 87.66 feet to a point on the Easterly line of an existing Consumers Power Company fee strip and the point of ending.

Parcel 11

A parcel of land, described as follows:

Part of the Southeast 1/4 of Section 35, Township 30 North, Range 5 West, described as being a strip of land 10 feet in width lying 5 feet on each side of and adjacent to a center line described as, commencing at the Southwest corner of Section 9, Township 29 North, Range 5 West; thence S 89° 25' 43" E, 2459.56 feet along the South line of said Section 9; thence N 46° 13' 51" E, 17853.55 feet along the herein described gathering line easement to the point of beginning; thence along said center line S 44° 15' 44" E, 6467 feet to a point on the Easterly line of an existing Consumers Power Company fee strip and the point of ending.

Temporary Rights

Along with temporary construction rights over a 10-foot wide strip of land on either side of the above-described parcels.

The easement hereby conveyed is for the sole and only purpose of constructing, repairing, replacing and maintaining over and across said land two gas pipelines and one water pipeline to be a maximum of 12 inches in diameter. The pipelines shall be located along and as near as practical to the center line of each of the above-described parcels. Furthermore, all three pipelines shall be buried in a single trench stacked vertically with the top pipeline buried at a minimum of three feet beneath the surface of the land, as measured from the surface of the land to the top of the pipeline.

This easement is granted by Grantor and accepted by Grantee upon the following express terms, conditions, reservations and exceptions:

1. Grantor specifically reserves to itself, its successors and assigns, the right to construct and maintain over, upon, under and across the premises hereby conveyed, electric lines and/or electric control devices or lines as now or hereafter constructed for the purpose of transmitting, conducting and distributing electricity, and pipelines for the transportation of oil, gas and associated condensates, provided such use so reserved shall not unreasonably interfere with the use of said premises for pipeline purposes. Grantor further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon said premises which may interfere or threaten to interfere with said electric lines and/or electric control devices or lines and/or pipelines.
2. Grantee shall contact the Utility Communications System (Miss Dig), telephone number 1-800-482-7171, at least three full working days, excluding Saturdays, Sundays and holidays, but not more than 21 calendar days, prior to any construction to be performed hereunder unless otherwise permitted by MCL § 460.709.
3. Grantee shall give Grantor at least five working days' notice prior to the commencement of any construction, repair or maintenance to be performed hereunder, and such notice shall be directed to Consumers Power Company's Operations Support Manager, Northwestern Region, Grand Rapids, Michigan. In addition, said Operations Support Manager of Grantor shall be notified 72 hours in advance of any digging under Grantor's electric lines and any such work shall be coordinated with and may be witnessed by, and is subject to review and approval of, Grantor's Northwestern Region engineering personnel. It is agreed, however, that in case of failure of one or more of Grantee's pipelines, the above requirements for advance notice will be waived by Grantor and Grantee or its assigns may enter immediately upon said land to make such repairs as are necessary to said pipeline or pipelines, on the condition that Grantor's Operations Support Manager, Northwestern Region, Grand Rapids, Michigan, is notified as soon as possible of such entry. Grantor may, at its option, observe any of Grantee's work or operations hereunder.
4. In case Grantor, its successors and assigns, shall find it necessary to incur any additional reasonable expense by reason of the location of said pipelines upon said premises, Grantee shall thereupon reimburse Grantor, its successors and assigns, for such additional reasonable expense so incurred.
5. Grantee shall not perform any work in connection with the pipelines, either with its original construction or the maintenance thereof,

which shall in any way affect or interrupt the continuity of service of Grantor as now or hereafter provided by said electric lines and/or electric control devices or lines and/or pipelines. In case Grantor shall find it necessary to change any towers, poles, pole structures, supports, electric lines, underground electric lines and conduits, pipelines or other structures of Grantor now or hereafter located upon said premises or upon the adjoining premises, in order to accommodate any work to be done in connection with Grantee's pipelines, Grantor shall be reimbursed by Grantee for its actual cost and expense incurred thereby.

6. Grantee shall, at its sole expense, protect towers, poles, pole structures, supports, underground electric lines and conduits, pipelines or other structures as now or hereafter located upon said premises or upon adjoining premises by the erection and maintenance of barricades or other suitable means of protection as may be deemed to be required by the engineers of Grantor.

7. It is distinctly understood that the electric transmission lines now or hereafter located on said land are operated at high voltage and that no equipment used in connection with construction and maintenance of Grantee's pipelines shall be permitted to come closer to the lines of Grantor than 15 feet, said distance being measured vertically from the highest point of said equipment to the nearest energized conductor, and that at least 15 feet of clearance shall be maintained at all times.

8. This instrument is entered into and granted by Grantor subject to any licenses, leases, easements or other interests in land heretofore granted by Grantor or its predecessors in title on said premises, and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title. Grantee shall secure all necessary consents and permits from such licensees, lessees and the owners of such outstanding interests prior to construction of its pipelines.

9. All excavations made by Grantee shall be properly protected and filled and all backfill shall be firmly compacted. Such fill shall be compact enough to permit maintenance vehicles access to Grantor's structures. No fill shall be permanently placed under Grantor's electric lines without Grantor's prior written approval. No fill shall be placed within 20 feet of Grantor's structures. Pockets shall not be created around Grantor's structures where water can collect. Grantee shall leave said land in as good condition as before Grantee entered thereon and shall also employ erosion preventative measures and stabilize and seed with appropriate grass seed all areas disturbed by Grantee.

10. Grantee shall not store any materials in, on or under said land. Grantee shall not erect any buildings or other structures. Grantee shall not plant trees or shrubs at any time upon the easement hereby conveyed.

11. Grantee shall not excavate or dig within 15 feet of Grantor's tower legs. Dump trucks or the like shall be operated so that their beds will not be lifted beneath Grantor's electric lines.

12. Cranes or other construction equipment that have the height potential of contacting Grantor's electric lines shall not be operated between Grantor's electric lines. Cranes or other excavation equipment shall be operated so that they do not swing toward Grantor's electric lines or structures.

13. Grantor shall review and approve any changes in ground elevation under its electric lines.

14. Grantee shall, at its sole expense, construct and maintain permanent aboveground markers to identify the location and route of said pipelines along said land.

15. Grantee waives any claims it may have, now or in the future, against Grantor for damage done during maintenance of Grantor's electric lines or during the construction of new lines or resulting from the breaking or collapse of Grantor's electric lines.

16. Grantee will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees, for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the use and occupancy of said premises or the exercise of the rights and privileges hereby granted. The provisions of this paragraph shall apply to each and every such injury, death, loss and damage, however caused, whether due, or claimed to be due, to the negligence of Grantee, the negligence of Grantor, the negligence of Grantor and the negligence of Grantee, the negligence of any other person, or otherwise; provided, however, Grantee shall not be required to indemnify Grantor for such injury, death, loss or damage caused by Grantor's sole negligence.

17. It is expressly understood that Grantee will at all times keep and maintain the premises in a clean and sanitary condition and shall comply with all laws, rules and regulations of the United States or its agencies or the laws, rules and regulations of this state, or any regulatory body of the United States or of the State of Michigan, or of any other governmental or governing body which may now or hereafter have jurisdiction over the subject matter which are now or may hereafter be made effective while this easement remains in effect. Without limiting the generality of the foregoing, it is expressly agreed that Grantee shall not dispose or suffer to be disposed of any waste material whatsoever upon the premises without the prior written consent of Grantor and shall not, without the prior written consent of Grantor, store, use or maintain, or suffer to be stored, used or maintained, upon the premises any material which is or may be or become hazardous to human health or the environment or the storage, treatment or disposal of which is regulated by any governmental authority. The granting or withholding of any consent of Grantor under the terms of this paragraph shall be within the sole discretion of Grantor and Grantee shall, when requested by Grantor, promptly give to Grantor any information required by Grantor concerning products, substances or processes used, stored, maintained or undertaken by Grantee or on its behalf or with its approval upon said premises. Grantee agrees to indemnify and save Grantor, its successors and assigns, harmless from all loss and expense as a result of the failure of Grantee, its agents, contractors, employees and invitees to comply with the terms of this paragraph.

18. After construction of the pipelines, if said easement and rights herein conveyed shall cease to be used by Grantee, its successors and assigns for one year for the purposes hereinabove set forth, then in such event, all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns; and if Grantee shall not have constructed the pipelines within five years from and after the date hereof, then in such event, all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns.

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

20. The acceptance of this instrument by Grantee shall be deemed an acceptance of the terms and conditions of this grant.

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

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:

Sue E Warren
Sue E Warren

Karen S Malewitz
Karen S Malewitz

CONSUMERS POWER COMPANY

By E R Bradley
E R Bradley

Its Real Estate and Right of Way Director

APPROVED AS TO FORM
[Signature]
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 16th day of July, 1993, by E R Bradley Real Estate and Right of Way Director, of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

Sue E Warren
Sue E Warren
Notary Public, Jackson County, Michigan
My Commission Expires January 22, 1994

Prepared by Thomas E. Petko (P46179)
212 West Michigan Avenue
Jackson, Michigan 49201