

Ben C. Thompson and Eleanor G. Thompson, his wife;

TRACT 324-D114-12

Warranty Deed 7/26/1961 | 9/8/1961 | 182 | 237 |

ACCOUNT NO.

MAP 3-27

Big Rock - Emmet Trans. Line
Parcel No. 42
Recorded in Deeds
WARRANTY DEED - SHORT - 891
(PHOTO COPY FORM) DOUBLEDAY BROS. & CO., KILKENNY, IRELAND

This Indenture, made this 26th day of July 1961
BETWEEN Ben C. Thompson and Eleanor G. Thompson, his wife, parties

and CONSUMERS POWER COMPANY, a corporation authorized to do business in Michigan,
with its principal office therein at 212 West Michigan Avenue, Jackson, Michigan,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other
valuable considerations...

The South one hundred ninety-eight (198) feet of the West fractional one-half
(W frl 1/2) of the Southwest fractional one-quarter (SW frl 1/4) of Section
seven (7), Township thirty-four (34) North, Range five (5) West.

Said strip of land will be used in the first instance for Electric Transmission
and Communication lines, but may be put to such further uses as second party, its successors
or assigns, shall at any time so desire.

First parties, their heirs or assigns, may continue to use said land for general
farming purposes so long as said use shall not be inconsistent with use of said land by
second party, its successors or assigns.

The use of said land by first parties shall be at their sole risk and expense
and shall continue only until such time as second party, its successors and assigns,
shall desire to take exclusive possession.

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 Ben C. Thompson and Eleanor G. Thompson
of the first part, for themselves, their heirs, executors and administrators, do 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 ensembling and delivery of these presents they are well seized of the above granted premises in fee
simple; that they are free from all incumbrances whatever

SEE NOTE #1

and that they will, and their heirs, executors, and administrators shall Warrant and Defend the
same against all lawful claims whatsoever,

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day
and year first above written.

Signed and Delivered in Presence of
James F. Miller
Eleanor G. Thompson
Ben C. Thompson

STATE OF MICHIGAN.
COUNTY OF Emmet
On this 26th day of July 1961
before me, a Notary Public, of Cheboygan County, Michigan,
acting in Emmet County, personally appeared
Eleanor G. Thompson
to me known to be the same person described in and who executed the within instrument, who
acknowledged the same to be her free act and deed.
My commission expires April 17, 1965
James F. Miller
Notary Public,
Cheboygan County, Michigan.



MICHIGAN STATE | Emmet COUNTY | Bear Creek TOWNSHIP
SECTION 7 | TOWN 34 N | RANGE 5 W
5.43 Acres PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes handwritten notes like 'ENVIRONMENTAL ASSESSMENT' and 'REFER TO DOCUMENT IN FILE'.

A00000212838

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F16382D Sheet 3 of 3 Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Opinions of Title _____
- 3. Title Search YES _____
- 4. Mortgage Release _____

Case 12-0000

Tract #: 324-D114-12

NOTE # 1 : (Emmet #24) Consumers Energy Company granted an easement for ingress and egress purposes across the land on the caption of this tract, as follows:

- | | |
|-----------------------------------|-----------------------------|
| 1. Consumers Energy Company | Easement – Ingress & Egress |
| Feb. 22, 2001 | |
| 2. Petoskey Investment Group, LLC | |

Forever, the exclusive perpetual easement and right for ingress and egress purposes on, over, under, along and across that certain parcel of land situated in the Twp of Bear Creek, County of Emmet, State of Michigan, known and described as follows:

Part of the SW 1/4 of the SW 1/4 of Section 7, T34N, R5W, more particularly described as follows: To find the place of beginning for this description, commence at the SW corner of said Section 7; thence N 89°04'25" E, along the S line of said section 850.58 feet to the place of beginning of this description; thence N 00° 55'35" W, 36.00 feet; thence N 89°04'25" E, 277.00 feet; thence N 43° 10' 43" E, 55.13 feet; thence S 89° 53' 01" E, 33.00 feet to the West 1/16 line of said section; thence S 00° 06' 59" W, along said W 1/16 line and the centerline of Anderson Road, 75.00 feet to the South line of said section; thence S 89° 04' 25" W, along said South line, 347.00 feet to the place of beginning.

The easement hereby conveyed is for the purpose of providing ingress and egress over and across said parcel in an E'ly and W'ly direction to Grantee's adjoining land to the South bounded on the East by Anderson Road, on the West by Cemetery Road and the South by Intertown Road (the "Benefited Parcel"). Grantee, or Grantee's successors and assigns of the Benefited Parcel, shall be permitted to grade, pave, landscape, improve, curb, gutter, light and otherwise improve the easement premises as reasonably deemed necessary for ingress and egress purposes, subject to Grantor's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.

REFERENCE SHEET

FOR LOCATION OF SHEET REMOVED

SEE REVISION MEMO # 03-94

TRACTS INVOLVED:

324-D114-12 transferred to 324-DZ114-12, Emmet County, Section 7, T34N, R5W.

03 SEP 22 AM 10:09

Glenn A. Sizer
REGISTER OF DEEDS

EMMET #24.001

QUITCLAIM DEED

PT-03-0401

CONSUMERS ENERGY COMPANY, a Michigan corporation, 212 West Michigan Avenue,
Jackson, Michigan 49201, Grantor,

for the sum of \$265,000.00, receipt of which Grantor hereby acknowledges, quitclaims to

17

PETOSKEY INVESTMENT GROUP, LLC, a Michigan limited liability company, 314 M.A.C.
Avenue, Suite 100, East Lansing, Michigan 48823, Grantee,

the following described land in the Township of Bear Creek, County of Emmet and State of
Michigan:

The South 198 feet of the West fractional 1/2 of the Southwest fractional 1/4 of
Section 7, T34N, R5W.

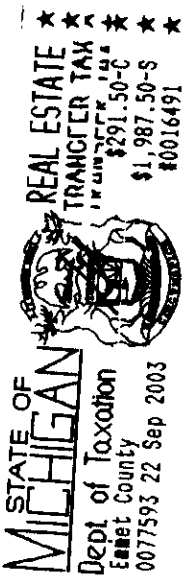
Saving, excepting and reserving to Grantor, its successors and assigns, forever, the
easement and right to erect, lay and maintain existing and future lines consisting
of towers, poles, wires, cables, conduits and other fixtures and appurtenances for
the purpose of transmitting and distributing electricity and/or conducting a
communication business on, over, under and across the South 100 feet of the
above described land, running in an Easterly and Westerly direction, including all
public highways upon or adjacent to said land.

With full right and authority to Grantor, its successors, licensees, lessees or assigns
and its and their agents and employees, to enter at all times upon said land and to
patrol, construct, repair, remove, replace, improve, enlarge including enlarging by
the addition of new and additional poles, wires and towers, and maintain 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.

Also saving, excepting and reserving to Grantor, its successors and assigns, the
easement and right to trim, remove, destroy or otherwise control any trees and
brush within the property herein conveyed.

Grantee shall not erect buildings or similar structures on the property provided,
however, that the foregoing shall not be deemed to prevent Grantee, its
successors and assigns, from erecting, constructing, and maintaining curbs,
gutters, paving, drainage facilities (except retention ponds), utilities, parking

1987.50 ✓
291.50 ✓
219.00 ✓



areas, roads, landscaping, light poles, signage (except that exceeding 12 feet in height), or other improvements or appurtenances that do not unreasonably interfere with Grantor's use or enjoyment of the easement rights reserved herein.

Grantee may request that any of Grantor's existing or future electric lines or facilities located on the subject property be relocated. Such relocation to a mutually agreeable location shall be done at Grantee's sole expense and shall be subject to Grantor's approval, which approval shall not be unreasonably withheld. Grantor and Grantee agree to cooperate in said relocation by executing any and all documents necessary to accomplish the relocation.

NOTICE UNDER MCL 560.109: 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.

Grantor grants to Grantee the right to make four (4) divisions under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

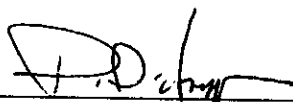
Dated this 18 day of July, ~~2002~~ 2003

WITNESSES:


Loretta L. Lester

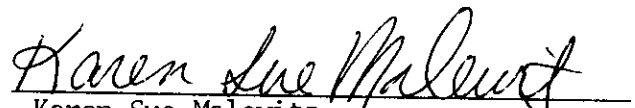
CONSUMERS ENERGY COMPANY


Karen S. Malewitz

By 
P.D. Hopper

APPROVED AS TO FORM
JAP

Acknowledged before me in Jackson County, Michigan, on July 18, 2003, ~~2002~~, by P.D. Hopper, Senior Vice President of Information Technology & Admin. Services of CONSUMERS ENERGY COMPANY, a Michigan corporation, for the corporation.


Karen Sue Malewitz

Notary Public, Jackson County, Michigan
My Commission Expires July 9, 2006

Prepared by:
Wendy A. McIntyre (P53792)
Consumers Energy Company
212 West Michigan Avenue
Jackson, Michigan 49201

When recorded, return to: