

RESERVATION FROM SALE OF LAND FOR ELEC TRANS LINE RIGHTS

WARRANTY DEED

13 CONSUMERS POWER COMPANY, a Michigan corporation, whose address is 212 West Michigan Avenue, Jackson, Michigan 49201, "Grantor",

for the full consideration of \$1.00 conveys and warrants to

16 LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, whose address is 1345 US-31 North, Post Office Box 246, Petoskey, Michigan 49770, "Grantee",

a parcel of land in the Township of Center, County of Emmet, and State of Michigan, described as follows:

The South 1/2 of the Northeast 1/4 of Section 2, Township 37 North, Range 5 West, except 7/8 of all oil, gas, and minerals underlying said land.

Grantor also excepts and reserves a 1/8 interest in all oil, gas, and associated hydrocarbon substances in and under said land. Grantor, its successors and assigns, shall have the exclusive right to store, re-store, and protect oil, gas, and associated hydrocarbon substances in the subsurface strata underlying the land and the right to enter upon said land 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, restoring, and protecting oil, gas, and other hydrocarbon substances in the subsurface strata and taking and retaking same from storage. Grantor, its successors and assigns, shall notify the surface owner of any required permits it seeks to exercise its mineral rights.

Also saving, excepting, and reserving to Grantor, its successors and assigns, the following EXCLUSIVE easements in, over, across, and under said land: (1) to enter upon said land; (2) to construct, operate, repair, inspect, replace, improve, enlarge, and remove existing and future electric facilities on said 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) to construct, operate, repair, inspect, replace, improve, enlarge, and remove existing and future communications facilities on said 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) to cut, trim, remove, destroy, or otherwise control any trees and brush located on said land that may, in the opinion of Grantor, interfere or threaten to interfere with or be hazardous to the above described existing and future facilities. One existing and one future electric transmission line shall be located within a 320-foot-wide strip of land running in a Northerly-Southerly direction through said land, the centerline of the future electric transmission line to be located 100 feet Westerly of the centerline of the existing electric transmission line, with the West line of the easement strip to be 215 feet West of the centerline of the existing line and the East line of the easement strip to be 105 feet East of the centerline of the existing line. The centerline of the existing electric transmission is described as: Beginning at a point in the Southeast 1/4 of Section 11, Township 37 North, Range 5 West, that is 1180 feet North of the South line of said Section 11 and 1250 feet West of the East line of said Section 11 and running thence in a Northerly direction to a point that is 1225 feet West of the East line of Section 2, Township 37 North, Range 5 West, and 1328 feet South of the North line of said Section

2; thence Northeasterly to a point in the Southeast 1/4 of Section 35, Township 38 North, Range 5 West, Bliss Township, Emmet County, Michigan, that is 440 feet West of the East line of said Section 35 and 600 feet North of the South line of said Section 35, and the point of ending for this description. Grantee agrees that no buildings or other structures will be erected on said 320-foot-wide strip of land and no materials, supplies, substances, or equipment shall be placed or stored upon said strip of land.

It is intended hereby to reserve the above described easements EXCLUSIVE of any person or entity except the Grantee itself, and in the event that Grantee wishes to grant an interest in the 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 attach any conditions to such consent. Grantee shall secure Grantor's PRIOR written consent for any roads, irrigation systems, or any other use of said land that may affect Grantor's reserved rights hereunder, and Grantor may give such consent in its sole discretion and attach any conditions to such consent.

Nonuse or a limited use of the easements by Grantor 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 as a waiver thereof.

Subject to easements and restrictions of record and further subject to: 1) a mortgage given by Consumers Power Company dated September 1, 1945, as amended and supplemented, now held by Chemical Bank, as Trustee, as recorded in Liber 74 at Page 43, Emmet County Records; 2) a Right of Way for Underground Telephone Cable to Michigan Bell Telephone Company dated June 7, 1983 and recorded October 13, 1983 in Liber 333 at Page 448; and 3) any easement or rights of the public and of any governmental unit in Pleasant View Road.

Dated this 19th day of June, 1996.

Signed in the presence of:

Linda K Miller
 Linda K Miller
 Judy M Schultz

CONSUMERS POWER COMPANY

By: Dennis G McClelland
 Dennis G McClelland
 Manager of General Services

STATE OF MICHIGAN
 COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 19th day of June, 1996, by Dennis G McClelland, Manager of General Services of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

Sue E Warren
 Sue E Warren Notary Public
 Jackson County, Michigan
 Acting in Jackson County
 My Commission Expires: October 16, 1998

Prepared by:
 Deborah Ann Kile (P36689)
 Consumers Power Company
 212 West Michigan Avenue
 Jackson, MI 49201

APPROVED AS TO FORM
 CONSUMERS POWER COMPANY
 LEGAL DEPARTMENT

To JMWalsh, JSC-228A
From JMSchultz, P21-511 9-
Date March 25, 1996
Subject LUDINGTON SETTLEMENT
EMMET 17

CONSUMERS
POWER
COMPANY

Internal
Correspondence

CC

Please arrange to have the attached review of the Environmental Assessment for the above project microfilmed for the following tracts:

477-D85-1

The original review and assessment should be placed in the Permanent Land Records under the above tract.

If you should have any questions, please let me know.

PLEASE NOTE: Since this property is surplus to our use for electric transmission and based on environment responses in file, there is no "cause to suspect". However, since the property is part of the Ludington Settlement Agreement, further study may be done.

To NASTopyak, P24-303c

From WASpickard, M-1045 *WAS*

Date March 20, 1996

Subject Environmental Assessment -
Review of Title Documents
Emmet County #17

CONSUMERS
POWER
COMPANY

Internal
Correspondence

cc JMSchultz, P21-511 (with Company file)

Enclosed is a Review of Title Documents to be included in the Environmental Audit for the above referenced property.

ENVIRONMENTAL ASSESSMENT

Review of Title Documents

Re: Emmet County #17

Source of Information

Company file concerning the acquisition of property, including the Abstract of Title certified to February 14, 1974 at 8:00am.

Description of Property

A parcel of property located in the Northeast 1/4 of Section 2, Township 37 North, Range 5 West, containing approximately 80 acres, being more particularly described as: the South 1/2 of the Northeast 1/4 of Section 2, T37N, R5W, Center Township, Emmet County, Michigan.

Ownership and Use of Land

According to the Abstract of Title, the United States patented the land to an individual in 1862.

The Company file indicates that Consumers Power Company ("Consumers") acquired subject parcel on April 16, 1974 for the purpose of operating its *Emmet to Riggsville-McGulpin Facilities*. Since Consumers' acquisition it granted an easement for underground telephone cable to Michigan Bell in 1983. No other land activity has been reported since that time.

Dated: March 20, 1996

Wendy A Spickard
Wendy A Spickard

TRUST CONVEYANCE

Description

EMMET COUNTY

Center Township, T37N, R5W

Parcel #1

A parcel of property located in the NE 1/4 of Section 2, T37N, R5W, containing approximately 80 acres, being more particularly described as follows:

The South 1/2 of the NE 1/4 of Section 2, T37N, R5W.

EMMET #17

WARRANTY DEED

CONSUMERS POWER COMPANY, a Michigan corporation, whose address is 212 West Michigan Avenue, Jackson, Michigan 49201, "Grantor",

for the full consideration of \$1.00 conveys and warrants to

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, whose address is 1345 US-31 North, Post Office Box 246, Petoskey, Michigan 49770, "Grantee",

a parcel of land in the Township of Center, County of Emmet, and State of Michigan, described as follows:

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Also saving, excepting, and reserving to Grantor, its successors and assigns, the following EXCLUSIVE easements in, over, across, and under said land: (1) to enter upon said land; (2) to construct, operate, repair, inspect, replace, improve, enlarge, and remove existing and future electric facilities on said 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 or distributing electricity; (3) to construct, operate, repair, inspect, replace, improve, enlarge, and remove existing and future communications facilities on said 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) to cut, trim, remove, destroy, or otherwise control any trees and brush located on said land that may, in the opinion of Grantor, interfere or threaten to interfere with or be hazardous to the above described existing and future facilities. One existing and one future electric transmission line shall be located within a 320-foot-wide strip of land running in a Northerly-Southerly direction through said land, the centerline of the future electric transmission line to be located 100 feet Westerly of the centerline of the existing electric transmission line, with the West line of the easement strip to be 215 feet West of the centerline of the existing line and the East line of the easement strip to be 105 feet East of the centerline of the existing line. The centerline of the existing electric transmission is described as: Beginning at a point in the Southeast 1/4 of Section 11, Township 37 North, Range 5 West, that is 1180 feet North of the South line of said Section 11 and 1250 feet West of the East line of said Section 11 and running thence in a Northerly direction to a point that is 1225 feet West of the East line of Section 2, Township 37 North, Range 5 West, and 1328 feet South of the North line of said Section

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Nonuse or a limited use of the easements by Grantor 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 as a waiver thereof.

Subject to easements and restrictions of record and further subject to: 1) a mortgage given by Consumers Power Company dated September 1, 1945, as amended and supplemented, now held by Chemical Bank, as Trustee, as recorded in Liber 74 at Page 43, Emmet County Records; 2) a Right of Way for Underground Telephone Cable to Michigan Bell Telephone Company dated June 7, 1983 and recorded October 13, 1983 in Liber 333 at Page 448; and 3) any easement or rights of the public and of any governmental unit in Pleasant View Road.

Dated this 19th day of June, 1996.

Signed in the presence of:

Linda K Miller
Linda K Miller
Judy M Schultez
Judy M Schultez

CONSUMERS POWER COMPANY

By: Dennis G McClelland
Dennis G McClelland

Its Myra Ann Sandoz
Manager of General Services

APPROVED AS TO FORM
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

STATE OF MICHIGAN
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 19th day of June, 1996, by Dennis G McClelland, Manager of General Services of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

Sue E Warren
Sue E Warren Notary Public
Jackson County, Michigan
Acting in Jackson County

My Commission Expires: October 16, 1998

Prepared by:
Deborah Ann Kile (P36689)
Consumers Power Company
212 West Michigan Avenue
Jackson, MI 49201

SCHEDULE B-I
(REQUIREMENTS)

THE FOLLOWING REQUIREMENTS MUST BE MET:

- (1) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (2) Pay us the premiums, fees and charges for the policy.
- (3) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (4) You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.

- (5) RECORD DEED FROM CONSUMERS POWER COMPANY, A MICHIGAN CORPORATION, TO PARTY TO BE INSURED.
- (6) RECORD PARTIAL RELEASE OF INDENTURE OR SAME WILL BE SHOWN ON FINAL POLICY.

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SCHEDULE B-II
(EXCEPTIONS)

ANY POLICY WE ISSUE WILL HAVE THE FOLLOWING EXCEPTIONS UNLESS THEY ARE TAKEN CARE OF TO OUR SATISFACTION.

- (1) Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
 - (2) Any facts, rights, interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances or claims thereof, which are not shown by public records.
 - (4) Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
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- (5) Indenture between Consumers Power Company and City Bank Farmers Trust Company, Trustee, as recorded in Liber 74, page 43, Emmet County Records, now held by Chemical Bank, a New York Corporation, Trustee, through subsequent recorded Supplemental Indentures.
 - (6) Reservation of Oil, Gas and Mineral rights as recorded in Liber 112, page 134, Emmet County Records.
 - (7) Right of Way for Underground Telephone Cable as recorded in Liber 333, page 448, Emmet County Records.
 - (8) Notice of Intention to Retain Mineral Rights as recorded in Liber 404, page 459, Liber 405, page 482 and Liber 405, page 991, Emmet County Records.
 - (9) Any rights, title, interest or claim thereof to any part of the land taken, used or deeded for street, road or highway purposes.
 - (10) Special Assessments, unless the roll is open for payment in the office of the County Treasurer.
 - (11) Taxes and assessments due and payable subsequent to Commitment Date.

For informational purposes only: Tax Roll No. 24 09 02 200 006.
Taxes billed in 1995 and prior years are paid. 1995 Base Tax amount:
\$481.74.