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WARRANTY DEED

This Indenture, made December 4 . 19 68

BETWEEN FREDERICK M. CONROY and THERESA COMROY, his wife,
of Route 4, Mt. Pleasant, Michigan,

parties of the first part,

CONSUMERS POWER COMPANY, a Michigan corporation, 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 Six Thousand and no/100

Dollars (\$6,000.00) to him 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 Township of Chippewa County of Isabella and State of Michigan, and described as follows, to-wit:

The North 8 rods of the SW 1/4 of Section 28, T14N, R3W.

Also conveying to said party of the second part, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on the South 69 feet of the North 201 feet of the SW 1/4 of Section 28, T14N, R3W, and standing on the South 59 feet of the NW 1/4 of Section 28, T14N, R3W, and also the right to re-enter upon said parcel of land, from time to time, to keep said parcel of land clear of trees and brush.

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

Also excepting and reserving to first parties herein, their heirs or assigns, all oil, gas and other minerals (but not including sand, clay or gravel) in and under said parcel of 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.

Also excepting and reserving to first parties, their heirs or assigns, the right to maintain the now existing farm drain tile across said parcel of land and to place and maintain in the future, farm drain tile across said parcel of land in such locations as may be necessary; said future locations and tiling, however, shall be placed so they will not interfere with the use of the land herein conveyed for electric transmission, distribution and/or communication or other public utility purposes. The placing and maintaining of said farm drain tile shall be at the sole expense and risk of first parties, their heirs and assigns, except that second party shall be responsible for any damage to said existing or future farm drain tile resulting from its negligence.

It is understood and agreed between the parties here to that under no circumstances will second party its successors and assigns fence said above described land.



STATE OF MICHIGAN SS I HEREBY CERTIFY that there are no COUNTY OF ISABELLA I HEREBY CERTIFY that there are no tax Bons or titles held by the State or Individuals on the lands described in the within instrument and that all taxes are peld as shown by the records of this office for five years.

reasurer of Isabelle County

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 himself, his heirs, executors and administrators, does successors and assigns, Forever. And the said party of the second part, its successors and assigns, that at the time of 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 delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

When applicable, pronouns and relative words hall be reed as plant, femidalian or source. In Witness whereoft, The said party of the flux part has be seame as this hand the day and year flux above writtee. Signed, and Delivered in Presence of The prediction Conney Fredericks Conney Fredericks Conney Fredericks N. Conney Fredericks N. Conney STATE OF MICHIGAN, as Conney County of Jenney Public of Jenney Public of Jenney Predericks N. Conney, Michigan, acting in Insuballa to me known to be the same person a described in and was executed the within instrument, who severally acknowledged to me known to be the same person of member of the county Public of County, Michigan, acting in Notary Public of County, Michigan, acting in State of Michigan, County, Michigan, acting in Notary Public of County, personally appeared One known to be the same person of described in and who executed the within instrument, who severally acknowledged to me known to be the same person of described in and who executed the within instrument, who severally acknowledged to me known to be the same person of described in and who executed the within instrument, who severally acknowledged to me known to be the same person of described in and who executed the within instrument, who severally acknowledged to me known to be the same person of described in and who executed the within instrument, who severally acknowledged to me known to be the same person of described in and who executed the within instrument, who severally acknowledged to the known to be the same person of described in and who executed the within instrument, who severally acknowledged to the known to be the same person of described in and who executed the within instrument, who severally acknowledged to the known to be the same person of described in and who executed the within instrument, who severally acknowledged to the free set and deed. My commission expires One to the first the first that the first the fi	ad that he will, and his hei				•	
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Know all Men by these Presents, That J. PREDERICK CONFOY, A
single man, of Rt. #4, Mt. Pleasant, Michigan
for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt
whereof is hereby confessed, does hereby remise, release and discharge the premises hereinafter particularly /husband and wife, described from the lien of a certain mortgage executed by Frederick M. Conroy and Theresa Conroy
to

Said above mentioned premises being situated in the Township of Chippeve County of Isabella , and State of Michigan, and particularly described as follows:

The North 8 rods of the SW 1/4 of Section 28, Tl4N, R3W.

Also the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on the South 69 feet of the North 201 feet of the SW 1/4 of Section 28, Tl4N, R3W, and standing on the South 59 feet of the NW 1/4 of Section 28, Tl4N, R3W, and also the right to re-enter upon said parcel of land, from time to time, to keep said parcel of land clear of trees and brush.

Excepting and reserving from the operation of this release, the easement and right to cross said parcel of land at such places and in such a manner as is mutually satisfactory to Frederick M. Conroy and Theresa Conroy, his wife, Consumers Power Company and the mortgagee herein, so long as said crossing shall not interfere with the use of said land by Consumers Power Company, its successors or assigns.

It is Hereby Expressly Understood that this release shall not affect or impair the security of said mortgage upon any portion of any premises, except the premises hereinabove described;

COM ON THE

RETURN TO FAND & RIW DEPT.

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RECISTER'S OFFICE

Received for Record, the 27

day of Santages, A. D. 19 L. 9

in Liber 33 of Mortgages,
on Page 322

Register of Decide.

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D. E. /3km/

COUNTY

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APR 25 11 40 MM '88

ISABELLA #7

EASEMENT FOR GAS PIPELINE

RESISTER OF DEEDS

THIS INDENTURE, Made this 22nd day of April, 1988, between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation), Michigan (successor by merger to Consumers Power Company, a Maine corporation), Michigan Avenue, Jackson, Michigan, Grantee,

WITHESSETH:

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 release and QUITCLAIM unto Grantee and to its successors and assigns, Forever, the easement and right to enter upon the land hereinafter described and to lay, construct, operate, maintain, repair, inspect, improve, enlarge, replace and remove gas transmission and distribution facilities consisting of one pipeline with valves, connections and accessories, and lateral service lines where hereinafter indicated, in, under and across said land, including all public highways upon or adjacent to said land, which land is in the Township of Chippewa, County of Isabella and State of Michigan, and described as:

The North 8 rods of the Southwest 1/4 of Section 28, Township 14 North, Range 3 West.

The route to be taken by said pipeline in, under and across said land is described as follows:

In an Easterly and Westerly direction across the above described land.

Also conveying the right, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control any trees, roots, brush or other vegetation which may, in the opinion of Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation or maintenance of said facilities.

This instrument is executed by Grantor and accepted by Grantee subject to and upon the following terms and conditions:

- 1. No work shall be done in connection with said pipeline, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Grantor as provided by its electric lines or gas lines as now or hereafter located on the land described herein. In case Grantor shall find it necessary to change any gas line, tower, pole, support or other structure of Grantor, now or hereafter located upon said premises or the adjoining premises in order to accommodate any work to be done in connection with said pipeline, Grantor shall be reimbursed from the funds of Grantee for its actual cost and expense incurred thereby.
- 2. Any work done in connection with laying or maintaining said pipeline which necessitates working underneath or adjacent to any wire of Grantor's electric lines with machinery shall be so restricted that no portion

and at least 15 feet of clearance shall be maintained at all times. Such machinery shall not be allowed to operate between any wires of Grantor's electric lines or to swing toward a wire, tower or pole of such lines. No dump truck shall lift its bed under said lines.

- 3. Grantee shall take all necessary action to prevent erosion during the construction of said pipeline. After construction all excavations shall be refilled and compacted so as to permit maintenance vehicles to cross same and the area of said excavations shall be reseaded.
- 4. Any excavation made within 6 feet from a pole of Grantor's electric lines shall be protected by sheeting or other acceptable procedure so that no earth will be disturbed within an area of 5 feet around such pole. No excavation shall be made within 15 feet of the point where a guy wire enters the ground without the consent of Grantor.
- 5. No fill shall be placed under a wire of Grantor's electric lines or within 20 feet of any tower or pole of said lines without the written consent of Grantor. No alterations shall be made in the elevation of the ground under said lines without the written consent of Grantor.
- 6. Except for the facilities for which this easement is granted, Grantee will do none of the following within the area of the easement rights granted hereby: (i) construct a building or other structure, (ii) store material, (iii) plant a shrub or tree, (iv) construct a fence, (v) construct a road or paved area, and (vi) construct a septic system, drain field, culvert, drain tile or other below grade piping.
- 7. Aboveground pipeline markers will be constructed along the route of said pipeline at intervals as designated by Grantor.
- 8. Not less than 48 hours prior to any construction performed pursuant to the rights hereby granted, Grantee will contact the Utility Communications System (Miss Dig), telephone number 1-800-482-7171, and will also contact Grantor's Engineering Director, Central Region, 4141 East Wilder Road, Bay City, Michigan 48706.
- -9. In case Grantor shall, in connection with future building operations or other use or occupancy of any portion of the premises above described, find it necessary to bridge over said pipeline by archways or otherwise or to more substantially brace or support its equipment or shall find it necessary to incur any other additional expense by reason of the location of said pipeline upon said premises, Grantee shall thereupon reimburse Grantor for such additional expense so incurred.
- 10. The construction of said pipeline on said premises shall be deemed an acceptance of the terms and conditions of this grant.
- 11. This instrument is entered into and granted by Grantor subject to any lease, easement or other interest in land heretofore granted by Grantor or its predecessors in title on the above described premises and to any such interest reserved to other parties in an instrument granted to Grantor or its predecessors in title. Grantee agrees to secure all necessary consents its predecessors in title. Grantee agrees to secure all necessary consents and permits from any lessee of such lease and owner of such outstanding interest prior to construction of its pipeline on the above described premises.

12. It is further agreed that the benefits herein shall secrue to and the obligations hereof shall bind the successors and assigns of the respective parties.

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

WITNESSES:

CONSUMERS POWER COMPANY

Beverly Wilson

These

C. K. Henry
General Supervisor, Land Acquisition

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 22nd day of April, 1988, by C. K. Henry, General Supervisor, Land Acquisition, of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

Beverly Wilson

Notary Public, Jackson County, Michigan

My Commission Expires October 6, 1990

212 W Michigan Avenue Jackson, Michigan 49201

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UBER 333 PAGE 325

Recorded 1-27 o'clock

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WARKANTY SEED

This Indenture, made BETWEEN FREDERICH in 68 December 4 FREDERICK M. CONROY and THERESA CONROY, his wife, of Route 4, Mt. Pleasant, Michigan,

and

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38.44

CONSUMERS POWER COMPANY, a Michigan corporation 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 Six Thousand and no/100

Dollars (66,000.00) to him 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, temise, 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 Township of Chippewa County of Isabella and State of Michigan, and described as follows, to-wit:

The North 8 rods of the SW 1/4 of Section 28, Tl4N, R3W.

Also conveying to said party of the second part, its succes-Also conveying to said party of the second part, its succe sors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on the South 69 feet of the North 201 feet of the SW 1/4 of Section 28, T14N, R3W, and standing on the South 59 feet of the NW 1/4 of Section 28, T14N, R3W, and also the right to re-enter upon said parcel of land, from time to time, to keep said parcel of land clear of trees and brush. grA note onn grav

erer Excepting and reserving to first parties, their heirs or assigns, the easement and right to cross said parcel of land at such places and in such a manner as is mutually satisfactory to both parties so long as said crossing shall not interfere with the use of said land by second party, its euccessors or assigns.

Court in Also excepting and reserving to first parties herein, their safety heirs or assigns, all oil, gas and other minerals (but not including sand, clay or gravel) in and under said parcel of 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.

> Also excepting and reserving to first parties, their heirs or assigns, the right to maintain the now existing farm or assigns, the right to maintain the now existing lead drain tile across said parcel of land and to place and main-tain in the future, farm drain tile across said parcel of land in such locations as may be necessary; said future land in such locations as may be necessary; said future locations and tiling, however, shall be placed so they will not interfere with the use of the land herein conveyed for electric transmission, distribution and/or communication or other public utility purposes. The placing and maintaining of said farm drain tile shall be at the sole expense and risk of first parties, their heirs and assigns, except that second party shall be responsible for any damage to said existing or future farm drain tile resulting from its negligence. resulting from its negligence.

It is undorstood and agreed between the parties here to that under no circumstances will second party its successors and assigns fence said above described land.

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MICHIGAN

Dept. of JAM21'89

REAL ESTATE *

TRAHISFER TAX *

Dept. of JAM21'89

REAL ESTATE *

TRAHISFER TAX *

Dept. of JAM21'89

REAL ESTATE *

TRAHISFER TAX *

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Treasure of teats

Together with all and singular the hereditements and appurteriances 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 himself, his heirs, executors and administrators, 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 delivery of these presents he is well selsed of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that he will, and his heles, executors, and administrators shall 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 party of the first part has hereunto set his hand the day and year first above written.	· · · · · · · · · · · · · · · · · · ·
Signed, and Delivered in Presence of	
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County, personally appeared Frederick M. Courty and Theresa County	Ġ.
to me known to be the same person g described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.	
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My commission expires Slovemoor 28 19 12 Robert A. Wook Notary Public, Packson. County, Michigan.	
STATE OF MICHIGAN,)	
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