

RECORDED IN DEEDS

"2664
(7.78)

LINER 333 PAGE 325

Recorded.....
at.....o'clock.....
Liber.....of Deeds, Page.....
Register of Deeds.

WARRANTY DEED

This Indenture, made December 4, 1968
BETWEEN FREDERICK M. CONROY and THERESA CONROY, his wife,
of Route 4, Mt. Pleasant, Michigan,

parties of the first part.

and 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.

234238
STATE OF MICHIGAN
Dept. of Taxation
JAN 27 '69
REAL ESTATE TRANSFER TAX
06.60
P.B. 10584

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

and that he will, and his heirs, 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

J. Frederick Conroy Frederick M. Conroy
Robert J. Cook Robert J. Cook
Theresa Conroy Theresa Conroy

STATE OF MICHIGAN,) ss.
County of Isabella) On December 4, 19 68
before me, a Notary Public of Jackson County, Michigan, acting in Isabella
County, personally appeared Frederick M. Conroy and Theresa Conroy

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.

My commission expires November 28, 19 72
Robert J. Cook Notary Public,
Jackson County, Michigan.

STATE OF MICHIGAN,) ss.
County of) On , 19 ..
before me, a Notary Public of) County, Michigan, acting in)
County, personally appeared)

to me known to be the same person described in and who executed the within instrument, who severally acknowledged the same to be free act and deed.

My commission expires , 19 .. Notary Public,
County, Michigan.

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

7780 rate 5 w/4 Jan 28-14-3
RETURN TO LAND & RIW DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

WARRANTY DEED

Frederick M. Conroy
Theresa

Consumers Power Co.

REGISTER'S OFFICE.

COUNTY OF Isabella
This instrument was presented and received for
rec'd this 27 day of
January A.D. 1968
at 3:55 o'clock P.M. and
recorded in Liber 333 of Deeds,
on page 25 as a proper certificate
was furnished in compliance with Section 3531,
Compiled Laws of 1929, as amended by Act 261,
P. A. of 1931.

Donald R. Sandbrook
Register of Deeds.

W. E. E. Blair

Know all Men by these Presents, That..... J. FREDERICK CONROY, 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 described from the lien of a certain mortgage executed by... Frederick M. Conroy ^{/husband and wife,} and Theresa Conroy, to... J. Frederick Conroy....., dated... November 11, 1964..... and recorded in the office of the Register of Deeds for... Isabella..... County, Michigan, in Liber... 188..... of Mortgages, on page 148;

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

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

In Witness Whereof, The undersigned has hereunto set his hand and seal

this day of 19.68

Signed, Sealed and Delivered in Presence of Robert J. Cook, Frederick M. Conroy, J. Frederick Conroy

STATE OF MICHIGAN } as. COUNTY OF Isabella

On this 4th day of

December 19.68, before me, a Notary Public in and for said County, appeared

of Jackson County, Michigan, acting in Isabella County,

personally appeared J. Frederick Conroy

to me known to be the person named in and who executed the within instrument, and acknowledged the

same to be his free act and deed.

Robert J. Cook Notary Public, Jackson County, Michigan.

My commission expires November 28 19.72

PRINT, TYPEWRITE OR STAMP names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath each signature.

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

788-148-3 RETURN TO LAND & RW DEPT. CONSUMERS POWER CO

212 MICHIGAN AVE. WEST JACKSON, MICHIGAN

RELEASE PART OF MORTGAGED PREMISES BY INDIVIDUAL

J. Frederick Conroy

TO

Frederick M. Conroy

REGISTER'S OFFICE Isabella COUNTY, Received for Record, the 27 day of January A. D. 1969 at 3:30 o'clock P.M., and recorded in Liber 333 of Mortgages, on Page 323. Signed D. E. Blum Register of Deeds

Oct. D. E. Blum. 49201 300

633172
676-D6-9

STATE OF MICHIGAN
COUNTY OF ISABELLA
RECEIVED

APR 25 11 49 AM '88

ISABELLA #7

EASEMENT FOR GAS PIPELINE

Donald A. Lamb
REGISTER 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), Grantor, and MICHIGAN GAS STORAGE COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee,

WITNESSETH:

That Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents 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 reseeded.

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.

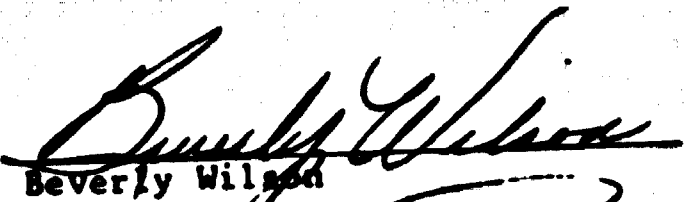
11. This instrument is entered into and granted by Grantor subject to any lease, easement or other interest in land heretofore granted by Grantor or its predecessors in title on the above described premises and to any such interest reserved to other parties in an instrument granted to Grantor or its predecessors in title. Grantee agrees to secure all necessary consents 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.

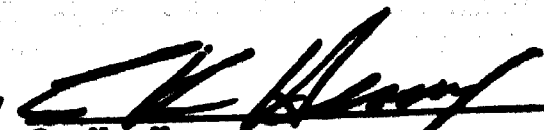
12. It is further agreed that the benefits herein shall accrue to and the obligations hereof shall bind the successors and assigns of the respective parties.

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

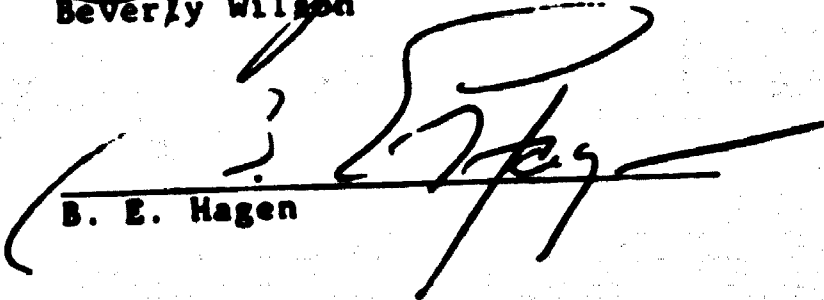
WITNESSES:

CONSUMERS POWER COMPANY


Beverly Wilson

By 
C. K. Henry
General Supervisor, Land Acquisition

FOR
FILE

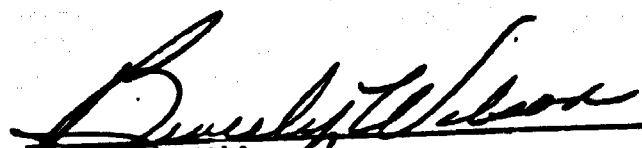

B. E. Hagen

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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

Notary Public
212 W Michigan Avenue
Jackson, Michigan 49201

Recorded 3rd day of Aug
 A. D. 1925 in 10542 Records A
 Liber 210 page 33

RIGHT OF WAY

Frederick Conroy & Wife
 vs. Consumers Power Co.

Donald P. Conroy

Frederick M. Conroy and Theresa Conroy, his wife, and in her own right, of Rural Route 2, No. Pleasant, Michigan parties for the first part, in consideration of the sum of \$100.00 paid by the Consumers Power Company, a Michigan corporation, and for the sum of \$100.00 paid by the Consumers Power Company, a Michigan corporation, to the said Frederick M. Conroy and Theresa Conroy, his wife, and in her own right, of Rural Route 2, No. Pleasant, Michigan, second party, receipt of which is hereby acknowledged, the said Frederick M. Conroy and Theresa Conroy, his wife, and in her own right, do hereby assign, forever, the easement and right to lay, construct and maintain gas mains, with the usual services, connections and accessories, for the purpose of transmitting and distributing gas, in, through and across the following described parcel of land including all public highways upon or adjacent to said parcel, to said parcel, to wit:

The West 1/4 of the Southwest 1/4 of Section 22, Township 36 North, Range 3 West, excepting commencing at the Southwest corner, thence North 67 degrees West 124.5 feet, South 67 degrees West 124.5 feet to place of beginning.

The route to be taken by said gas mains across said land being here specifically described as follows:

Second party may locate said route in a Northern and Southern direction in, under, through and across said above described land West of and not more than 45 feet from the center line of the highway on the West side of said above described land.

With full right and authority to the party of the second part, its successors and assigns, and its and their agents, and employees, to enter at all times upon said premises for the purpose of constructing, repairing, substituting, removing, enlarging, replacing and maintaining, and gas mains, services, connections and accessories. Second party to pay first party for any damage to crops in construction and maintaining said lines of gas mains.

WITNESS the hand and seal of the parties of the first part, this 21st day of July, 1925.

Signed, sealed and delivered in presence of

Walter Evey (Walter Evey)
Walter Evey (Walter Evey)

Frederick Conroy (Frederick Conroy)
Theresa Conroy (Theresa Conroy)

STATE OF MICHIGAN
 County of Ingham

on this 21st day of July, 1925, before me, a Notary Public of said County of Ingham, Michigan, acting in said County, personally appeared Frederick Conroy and Theresa Conroy

to me known to be the same persons named in and executed the foregoing instrument, and severally acknowledged the execution of the same to be their act and deed.

Walter Evey
 Notary Public for said County of Ingham, Michigan

1925

RECORDED IN DEEDS

2664
(7.78)

Recorded 1-27
At o'clock
Liber of Deeds, Page
Registrar of Deeds.

LIBER 333 PAGE 325

WARRANTY DEED

This Indenture, made December 4, 1968
BETWEEN FREDERICK M. CONROY and THERESA CONROY, his wife,
of Route 4, Mt. Pleasant, Michigan,

parties of the first part,
and 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
 REAL ESTATE TRANSFER TAX
 DEPT. OF TAXATION
 JAN 27 1969
 \$ 0 6 . 6 0
 P. H. 10584

STATE OF MICHIGAN)
 COUNTY OF ISABELLA) SS. I HEREBY CERTIFY THAT THERE ARE NO
 TAXES OR LIENS HELD BY THE STATE OR INDIVIDUALS ON THE LANDS DE-
 SCRIBED IN THE WITHIN INSTRUMENT AND THAT ALL TAXES ARE PAID AS SHOWN
 BY THE RECORDS OF THIS OFFICE FOR FIVE YEARS.
 Kenneth W. [Signature]
 Treasurer of Isabella County

b

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 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

and that he will, and his heirs, 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

J. Frederick Conroy, Frederick M. Conroy
Robert J. Cook, Theresa Conroy

STATE OF MICHIGAN,) ss.
County of Isabella) On December 4, 1968
before me, a Notary Public of Jackson County, Michigan, acting in Isabella County, personally appeared Frederick M. Conroy and Theresa Conroy.

to me known to be the same person as described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.
My commission expires November 28, 1972. Robert J. Cook, Notary Public, Jackson County, Michigan.

STATE OF MICHIGAN,) ss.
County of) On) 19
before me, a Notary Public of) County, Michigan, acting in)
County, personally appeared)

to me known to be the same person as described in and who executed the within instrument, who severally acknowledged the same to be free act and deed.
My commission expires) 19)
Notary Public,)
County, Michigan.)

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

77 20 miles S. of J. Jan 25-11-3
RETURN TO LAND & RIM DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

WARRANTY DEED

Frederick M. Conroy
Theresa
Conroy Power Co

REGISTRAR'S OFFICE
County of Isabella
This instrument was presented and received for recording on the 27 day of January A.D. 1967 at 3:33 P.M. and recorded in Liber 333 of Deeds on page 525 as a proper certificate was furnished in compliance with Section 3331. Compiled Laws of 1959, as amended by Act 361, P. A. of 1951.
Dorothy S. Lambrecht
Registrar of Deeds

074 2. E. Blin 300