

103 20
RECORD 334
 STATE OF MICHIGAN
 REAL ESTATE TRANSFER TAX
 Dept. of MAR 27 69
 Taxation
 P.A. 10864
 0 3 30

DATE 3-21-69
 Recorded at _____ o'clock
 Liber _____ of Deeds, Page _____
 STATE OF MICHIGAN
 REGISTER OF DEEDS
 RECEIVED FOR RECORD

This Indenture, made January 30, 1969
BETWEEN

CHARLES A. SPENCER and DAISY V. SPENCER, his wife,
 of Route 1,
 Coleman, 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
THREE THOUSAND AND NO/100
 Dollars (\$3,000.00) 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 Isabelle and State of
 Michigan, and described as follows, to-wit:

The North 8 rods of the NE 1/4 of the SE 1/4 of Section 29, 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 all that portion of a strip of land 69 feet in width which lies within the NE 1/4 of the SE 1/4 of Section 29, T14N, R3W, along, adjoining, adjacent and measured at right angles to the S'ly line of the premises above described, and also the right to re-enter upon said strip of land, from time to time, to keep said strip of land clear of trees and brush.

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 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.

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
Robert J. Cook
 Robert J. Cook
Velma V. Hawkins
 Velma V. Hawkins

Charles A. Spencer
 Charles A. Spencer
Daisy V. Spencer
 Daisy V. Spencer

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 de-
 scribed in the within instrument and that all taxes are paid as shown
 by the records of this office for five years.
Ronald O. Wenzel
 Registrar of Isabella County
 January 30, 1969

STATE OF MICHIGAN,)
) ss.
 County of Isabella)
 before me, a Notary Public of Jackson County, Michigan, acting in Isabella
 County, personally appeared Charles A. Spencer and Daisy V. Spencer,

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

My commission expires November 20, 1972
Robert J. Cook
 Robert J. Cook Notary Public,
 Jackson County, Michigan.

63-175
677-D6-6

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 Northeast 1/4 of the Southeast 1/4 of Section 29, 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

of said machinery shall be permitted to come closer to said wire than 15 feet, 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.

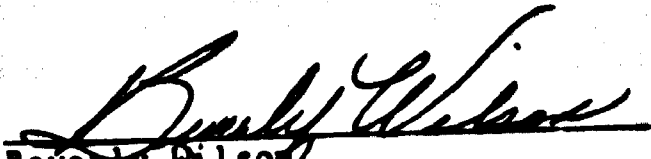
11. This instrument is entered into and granted by Grantor subject to any lease, easement or other interest in land heretofore granted by Grantor or its predecessors in title on the above described premises and to any such interest reserved to other parties in an instrument granted to Grantor or its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

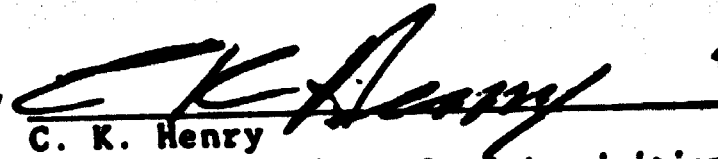
12. It is further agreed that the benefits herein shall accrue to and the obligations hereof shall bind the successors and assigns of the respective parties.

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.

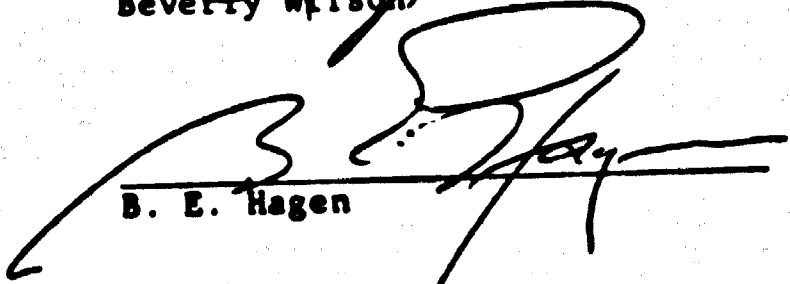
WITNESSES:

CONSUMERS POWER COMPANY


Beverly Wilson

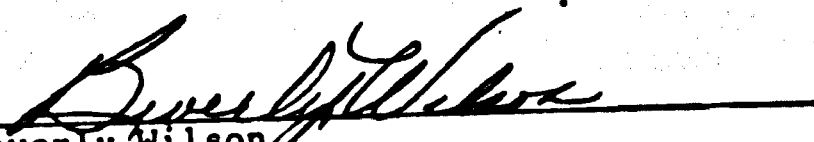
By 
C. K. Henry
General Supervisor, Land Acquisition

FOUN
APR 28
BTH


B. E. Hagen

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

Prepared by: B E Hagen
212 W Michigan Avenue
Jackson, MI 49201

RECORD 334 335
 STATE OF MICHIGAN
 REAL ESTATE TRANSFER TAX
 Dept of Taxation
 MAR 27 '69
 PO 10584
 \$ 03.30
 Parcel #107
 Registered
 at _____ of _____
 Liber _____ of _____
 Register of Deeds

This Indenture, made January 30 1969
 BETWEEN
 CHARLES A. SPENCER and DAISY V. SPENCER, his wife, of Route 1, Coleman, 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
THREE THOUSAND AND NO/100
 Dollars (\$3,000.00) 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 NE 1/4 of the SE 1/4 of Section 29, 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 all that portion of a strip of land 69 feet in width which lies within the NE 1/4 of the SE 1/4 of Section 29, T14N, R3W, along, adjoining, adjacent and measured at right angles to the S'ly line of the premises above described, and also the right to re-enter upon said strip of land, from time to time, to keep said strip of land clear of trees and brush.

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 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.

Together with all and singular the hereditaments and appurtenances thereto 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, nouns 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
Robert J. Cook
 Robert J. Cook
Velma V. Hawkins
 Velma V. Hawkins

Charles A. Spencer
 Charles A. Spencer
Daisy V. Spencer
 Daisy V. Spencer

STATE OF MICHIGAN,)
) ss.
 County of Isabella)
 before me, a Notary Public of Jackson County, Michigan, acting in Isabella
 County, personally appeared Charles A. Spencer and Daisy V. Spencer,

STATE OF MICHIGAN) ss.
 COUNTY OF ISABELLA) I HEREBY CERTIFY that there are no
 tax liens or taxes held by the State of Michigan on the lands de-
 scribed in the within instrument and that no taxes are due thereon
 by the records of this office for five years.
Robert J. Cook
 Notary Public
 Jackson County

to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.
 My commission expires November 22, 1978
Robert J. Cook
 Robert J. Cook
 Notary Public,
 Jackson County, Michigan.