

RECORDED IN DEEDS

2664
(13.93)
LIBER 333 PAGE 429

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

WARRANTY DEED

This Indenture, made *December 5th*, 1968
BETWEEN

JOE SWETZ, JR., a/k/a Joseph J. Swets and
CAROL J. SWETZ, a/k/a Carol Swets, 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 **Thirteen Thousand and no/100**

Dollars (\$13,000.00) 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:

Parcel 1

The North 8 rods of the SE 1/4 of Section 30, 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 N 1/2 of the SE 1/4 of Section 30, T14N, R3W, along, adjoining, adjacent and measured at right angles to the S'ly line of Parcel 1 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.

Parcel 2

The North 8 rods of the E 3/4 of the SW 1/4 of Section 30, 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 N 1/2 of the SW 1/4 of Section 30, T14N, R3W, except the NW 1/4 of the NW 1/4 of the SW 1/4 of Section 30, T14N, R3W, along, adjoining, adjacent and measured at right angles to the S'ly line of Parcel 2 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 Parcels 1 and 2, 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 parcels 1 and 2 and to place and maintain in the future, farm drain tile across said parcels 1 and 2 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.

ISABELLA COUNTY
2 3 4 2 5 6

STATE OF MICHIGAN
REAL ESTATE TRANSFER TAX
DEPT. OF TAXATION
FEB-68
P.B. 10584
\$ 14.30

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.
Harold P. Dembow
Treasurer of Isabella County

176 112

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

Carolyn Svets
Carolyn Svets
Robert J. Cook
Robert J. Cook

Joe Svets, Jr.
Joe Svets, Jr.
Carol J. Svets
Carol J. Svets

STATE OF MICHIGAN,) ss.
County of Isabella) On December 5, 19 68
before me, a Notary Public of Jackson County, Michigan, acting in Isabella
County, personally appeared Joe Svets, Jr. and Carol J. Svets

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, 19 72
Robert J. Cook
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. E. ROOD, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

CA 11/2 SE 1/4 Sec 30-14-3
RETURN TO LAND & R/W DEPT.
CONSUMERS POWER CO. CA 11/2 SW 1/4
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN Sec 30-14-3

WARRANTY DEED

Joe Svets, Jr.
Carol J.
TO
Consumers Power Co.

REGISTER'S OFFICE,
COUNTY OF Isabella

This instrument was presented and received for record this 6 day of February, A. D. 19 68 at 11:36 o'clock 9 A. M. and recorded in Liber 333 of Deeds, on page 429 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. Landward
Register of Deeds

Consumers Power
212 West Michigan Ave
Jackson Mich 49201
Att: D. E. Rood

225
 Received for recording this 31st day of July 1947 at 4:00 P.M. by Notary Public Roy E. Singery, Notary Public, Jackson, Michigan.

Dale Fultz & wife
 Michigan Gas Storage Co.

RIGHT OF WAY

Dale FULTZ and Agnes FULTZ, his wife, of R.F.D. Mount Pleasant, Michigan, parties

of the first part, in consideration of One Dollar (\$1.00) to them paid by the MICHIGAN GAS STORAGE COMPANY, a Michigan corporation,

Jackson, Michigan, party of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors and assigns, forever, the easement and right to lay, construct and maintain gas mains, with the usual connections and accessories, for the purpose of transmitting gas, in, through and across the following described parcel of land, including all public highways upon or adjacent to said parcel, which parcel sits in the Township of Chippewa, County of Isabella and State of Michigan, to-wit:

North Half of Southeast Quarter and the North Half of the South Half of the Southeast Quarter of Section Thirty, Township 14 North, Range 3 West, Michigan.

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

Generally in a Northwesterly and Southeasterly direction in, under, through and across 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, removing, replacing and maintaining said gas mains, connections and accessories. Party of the second part shall pay said party of the first part at the rate of One Hundred Sixty Dollars (\$160.00) per mile of main laid on said premises, payable on or before the date on which the construction of such line commences. Party of the second part shall also pay for damage to crops or fences in laying or maintaining said gas mains. Soil drainage systems, if any, upon said premises, shall be left in as good condition as found.

WITNESS the hands and seals of the parties of the first part this 31st day of July, 1947.

Signed, Sealed and Delivered in the Presence of

<u>Sydney S. Gilmore</u>	<u>Dale Fultz</u> (L.S.)
<u>Fred H. Johnson</u>	<u>Agnes Fultz</u> (L.S.)
	(L.S.)

County of Jackson, Michigan
 On this 31st day of July, 1947, before me, A Notary Public of Jackson County, Michigan, acting in Isabella County, personally appeared Dale Fultz and Agnes Fultz to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.
 Fred H. Johnson

My commission expires May 14, 1951 Notary Public, Jackson Co., Mich.

LIB 242 ME 494
RIGHT OF WAY

Ellen A. Peters, a widow, of 242 South Franklin Street, Mount Pleasant, Michigan, and JOHN PETERSON, a single man, of 716 New York Avenue, Toledo, Ohio, parties of the first part, in consideration of One Dollar (\$1.00) to _____

paid by the MICHIGAN GAS STORAGE COMPANY, a Michigan corporation, _____
No. 129 _____ Jackson, Michigan, party of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors and assigns, Forever, the easement and right to lay, construct and maintain gas mains, with the usual connections and accessories, for the purpose of transmitting gas, in, through and across the following described parcels of land, including all public highways upon or adjacent to said parcel, which parcel _____
Township _____ of _____ Chippewa _____ County of _____ Isabella _____
and State of Michigan, to-wit:

The Southwest Quarter of Section 30, Township 14 North, Range 3 West, Michigan.

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

Generally in a Northwesterly and Southeasterly direction in, under, through and across 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, removing, replacing and maintaining said gas mains, connections and accessories. Party of the second part shall pay said party of the first part at the rate of One Hundred Sixty Dollars (\$160.00) per mile of main laid on said premises, payable on or before the date on which the construction of such line commences. Party of the second part shall also pay for damage to crops or trees in laying or maintaining said gas mains, and drainage systems, if any, upon said premises, shall be left in as good condition as found.

WITNESS the hands and seals of the parties of the first part this _____ day of December, 1950.

Signed, Sealed and Delivered
in the Presence of
[Signature]
Lynson
[Signature]
Rivers

[Signature] (L.S.)
[Signature] (L.S.)
[Signature] (L.S.)
[Signature] (L.S.)

5

STATE OF MICHIGAN }
County of Isabella } ss.

On this 11th day of December, 1950, before me, A Notary Public
of Osceola County, Michigan, acting in Isabella County, personally
appeared ELLA V. JONES to me known to be the same person named in
and who executed the foregoing instrument, and severally acknowledged
the execution of the same to be her free act and deed.

David E. Davison

David E. Davison, Notary Public,
Osceola County, Michigan.

My commission expires Aug. 22, 1952.

STATE OF MICHIGAN *Ohio*
County of *Lucas* } ss.

On this 18th day of December, 1950, before me, A Notary
Public of Lucas County, Michigan, acting in Franklin
County, personally appeared John Peterson
to me known to be the same person named in and who executed the foregoing instrument,
and severally acknowledged the execution of the same to be his free act and deed.

Muriel R. Davis

MURIEL DAVIS
Notary Public, Lucas County, Ohio
My Commission Expires 1/1/52

My commission expires 3/1/52 Notary Public, Lucas Co. Ohio

NOTARY PUBLIC
LUCAS 242 ME 495

5

RIGHT OF WAY

Filed... A.D. 19...
Libert...
Right of Way

In consideration of... \$1.00...
paid by the CONSUMERS POWER COMPANY, a Maine Corporation authorized to do business in Michigan, at 212 W. Michigan Ave.,
Lansing, Michigan, second party, receipt of which is hereby acknowledged, Comtee... and Warrant... to the second party, its
successors and assigns, forever, the covenant and right to erect, lay and maintain lines consisting of wooden poles, wires, cables,
conductors and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-
munication business... over, under and across the following described parcel... of land, including all public highways upon or
adjacent to said parcel... of land, which parcel... is... situated in the Township... of... Chippewa... County
of... and State of Michigan, to-wit:

The North one-half (1/2) of the North one-half (1/2) of the Southwest one-quarter (1/4) of Section
thirty (30), Township fourteen (14) North, Range three (3) West.

The terms to be taken by said lines of wooden poles, wires, cables and conduits across, over and under said land being more speci-
fically described as follows:

Second party may locate said route in an Easterly and Westerly direction on, over and across
said above described land Southerly of and along and not more than 150 feet from the East
and West quarter line of Section 30, Township 14 North, Range 3 West.

With full right and authority to the second party, its servants, licensees, agents or assigns, and his and their agents and employees,
to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, handling, inspecting,
coloring and maintaining such cables, conductors and wooden poles and other supports, with all necessary bracing, post, anchors,
conductors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors
for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise damage the trees and
brush which may, in the opinion of said second party, interfere or hinder in the exercise of its rights to the construction,
operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed upon such
land and/or over such cables without the written consent of said second party. It is expressly understood that non-use of a limited
use of this easement by second party shall not prevent second party from using said land in making use of the easement to the full extent herein
authorized. Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the
line of poles and wires across said above described premises, the same to be paid before any
work is done on the land, and also to pay for any damage to crops in erecting and maintaining
said line of poles and wires.

Witness the hand... of the first... of the first part, this... day of...

Signed, sealed and Delivered in presence of
James M. ...
Mrs. ...
Mary ...
John ...

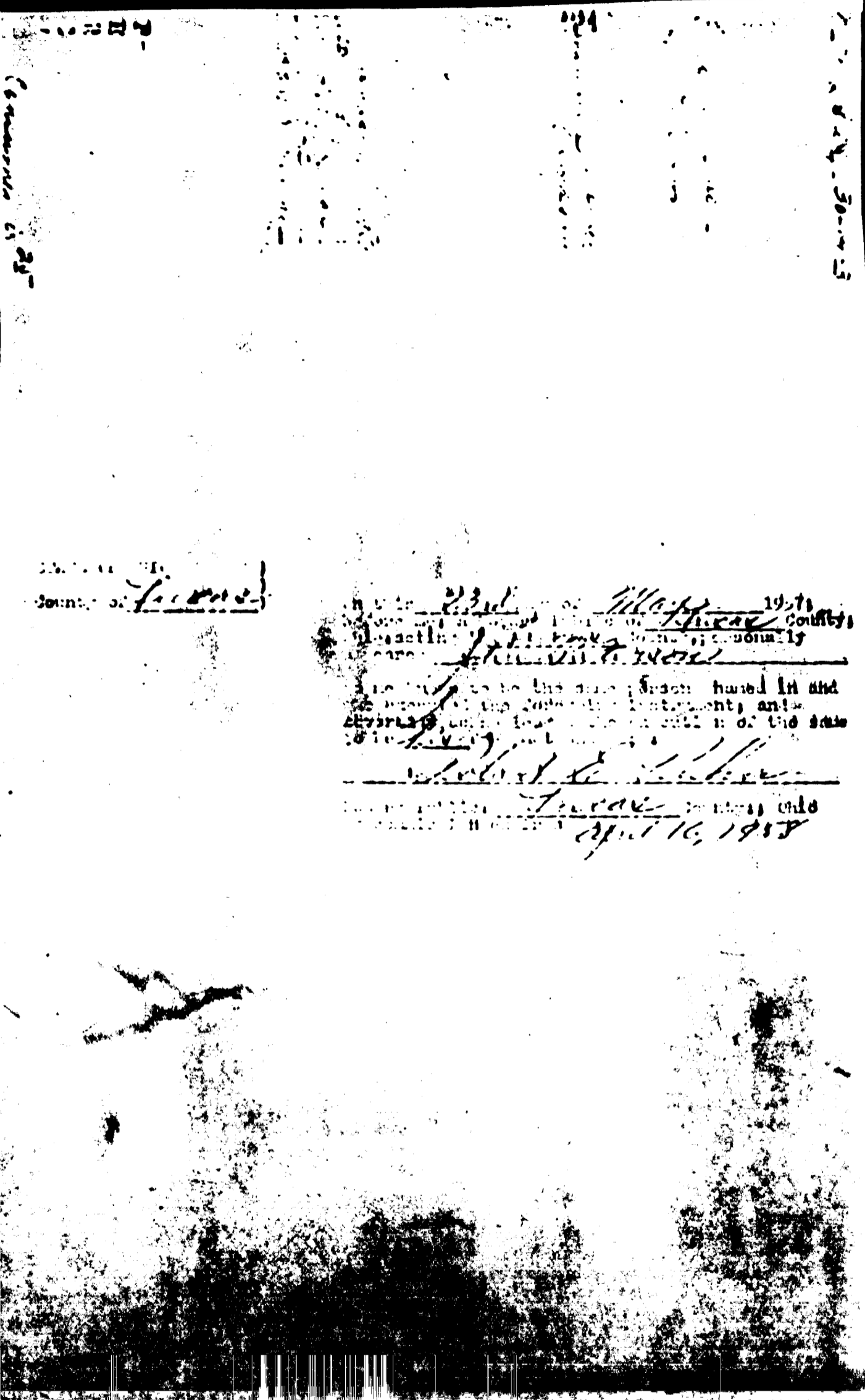
John Peterson (H.S.)
John Peterson (H.S.)
John Peterson (H.S.)

STATE OF MICHIGAN
County of...
I, the... day of... 19...
Notary Public of
Michigan, being in... County, personally appeared

to me shown to be the same person... named in and who executed the
aforesaid instrument, and he/she/it acknowledged the execution of the same
to be his/her/its act and deed.

James M. ...
Notary Public,
My Commission Expires...
Co., Mich.

7-11-1913



6-11-1957

50-4-5

County of Franklin

State of Illinois 1957
County of Franklin

The undersigned, being the duly sworn husband and
sole proprietor of the above named partnership, and
being duly qualified to execute this instrument of the state
of Illinois, do hereby certify that:

James M. [illegible]
James M. [illegible] and
April 10, 1957

RECORDED IN DEEDS

1393

BOOK 333 PAGE 429

Recorded.....
at.....
Lib.....
of Deeds, Page.....
Register of Deeds.

WARRANTY DEED

This Indenture, made *January 5th* 1968
BETWEEN

JOE SWETZ, JR., a/k/a Joseph J. Swetz and
CAROL J. SWETZ, a/k/a Carol Swetz, 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 **Thirteen Thousand and no, 00**

Dollars (\$13,000.00) 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:

Parcel 1

The North 8 rods of the SE 1/4 of Section 30, 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 N 1/2 of the SE 1/4 of Section 30, T14N, R3W, along, adjoining, adjacent and measured at right angles to the S'y line of Parcel 1 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.

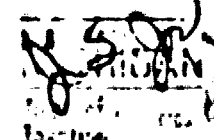
Parcel 2

The North 8 rods of the E 3/4 of the SW 1/4 of Section 30, 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 N 1/2 of the SW 1/4 of Section 30, T14N, R3W, except the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 30, T14N, R3W, along, adjoining, adjacent and measured at right angles to the S'y line of Parcel 2 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 Parcels 1 and 2, 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 parcels 1 and 2 and to place and maintain in the future, farm drain tile across said parcels 1 and 2 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.


 REAL ESTATE
 TRANSFER TAX
 14.30

STATE OF MICHIGAN)
 COUNTY OF ISABELLA)
 I HEREBY CERTIFY that there are no
 tax liens or titles held by the State or its agents on the land
 described in the within instrument and that all taxes due thereon
 by the records of the public land office are paid.
 Notary Public

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 whatsoever

and that he, will, and his heirs, executors, and administrators shall defend 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

Carolyn Swetz
Carolyn Swetz
Robert J. Cook
Robert J. Cook

Joe Swetz Jr.
Joe Swetz, Jr.
Carol J. Swetz
Carol J. Swetz

STATE OF MICHIGAN,) ss.
County of Isabella) On December 5 1968
before me, a Notary Public of Jackson County, Michigan, acting in Isabella
County, personally appeared Joe Swetz, Jr. and Carol J. Swetz

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 26 1972

Robert J. Cook
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

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 19 ..

.....
Notary Public,
..... County, Michigan.

7771/2 SE 1/4 Sec 33-19-3
RETURN TO L&S P&W DEPT
CONSUMER SERVICE CO. M/S/SW/H
212 MICHIGAN ST. #251
JACKSON, MICH. 48401
See 10-19-68

WARRANTY DEED

Isabella
Isabella

REGISTER'S OFFICE
Isabella
This instrument was prepared and recorded by
Isabella
on *12-5-68* at *10:00 AM* and
indexed in *1968-333* of Death
on *4-27-69* as a proper certificate
is furnished in compliance with Section 2531,
Compiled Laws of 1929, as amended by Act 264,
P. A. of 1931.

Isabella
Register of Deeds only

Isabella
Isabella

5

32919

633 Mc 169

681-26-5

STAIL COUNTY RECEIVED

APR 25 11 40 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 East 800 feet of the Southwest 1/4 of Section 30, and the North 8 rods of the Southeast 1/4 of Section 30, all in 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

STAIR COUNTY RECORD

APR 25 11 48 AM '88

REGISTER OF DEEDS

CONSUMERS Jackson, (poration), 212 West

and other whereof is lease and the easement construct, and remove e pipeline ines where all public ownship of as:

said land is

ditional cost any trees, of Grantee, onstruction,

by Grantee

line, either shall in any ovided by its nd described line, tower, ed upon said rk to be done the funds of

taining said any wire of at 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.

Durward Kennedy, et al

Received for record this 26th day of September A. D. 1937 at 10:00 AM

Clyde V. Shrewalter

Register of Deeds

Liber 187, Page 549

Parcel No. ?

Consumers Power Company

RIGHT OF WAY

Durward Kennedy and Violet Kennedy, his wife; Warren Wyman; Nettie Grisoin; Nettie Grisoin as Guardian of Franklin Grisoin, also known as Frank Grisoin, a minor; Ivan Kennedy and Gladys Kennedy, his wife;

first parties, in consideration of One Dollar (\$1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second party, receipt of which hereby acknowledged, convey and warrant to the second party, its successors and assigns, forever, the easement and right to erect, lay and maintain lines consisting of 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 following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situated in the Township of Chippewa, County of Isabella

and State of Michigan, to-wit:

The North three-quarters (3/4) of the Southeast one-quarter (1/4) of Section thirty (30), Township fourteen (14) North, Range three (3) West.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate said route West of and along and not more than seventy (70) feet from the center line of the highway on the East side of said above described land; also conveying the right to erect and maintain lines of wires leading laterally from said route to the East line of said land.

With full right and authority to the second party, its successors, licensees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing replacing, improving, enlarging and maintaining such cables, conduits and poles and other supports, with all necessary braces, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables, or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that no use of this easement by second party shall prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay first party for any damage to crops in erecting and maintaining said lines of poles and wires.

WITNESS the hand and seal of the parties the first part, this 7th day of October 1937.

Signed, Sealed and Delivered in Presence of

A. T. Johnson
Earl Willert
A. V. Johnson
Earl Willert

Durward Kennedy
Violet Kennedy
Warren Wyman
Nettie Grisoin
Nettie Grisoin, guardian
Franklin Grisoin, a minor
Ivan Kennedy
Gladys Kennedy

STATE OF MICHIGAN } ss On this 7th day of October, 1937, before me, a Notary Public of Gratiot County, Michigan, acting in Gratiot County personally appeared Durward Kennedy and Violet Kennedy to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

My commission expires March 5th, 1940

A. V. Johnson
Notary Public, Gratiot County, Mich.

STATE OF MICHIGAN } ss On this 5th day of October 1937, before me, a Notary Public of Gratiot County, Michigan, acting in Isabella County, personally appeared Warren Wyman, Nettie Grisoin, Ivan Kennedy and Gladys Kennedy, to me known to be the same persons named in and who executed the foregoing instrument and severally acknowledged the execution of the same to be their free act and deed.

STATE OF MICHIGAN } ss
COUNTY OF Isabella

A. V. Johnson
Notary Public, Gratiot Co., Mich.
My commission expires March 5th, 1940

On this 5th day of October 1937, before me, a Notary Public of Gratiot County, Michigan, acting in Isabella County, personally appeared Nettie Grisoin Guardian for Franklin Grisoin, a minor

to me known to be the same person named in and who executed the foregoing instrument, and acknowledged the execution of the same to be her free act and deed, and her free act and deed as said Guardian.

My commission expires March 5th, 1940

A. V. Johnson
Notary Public, Gratiot Co., Mich.

Ella V. Egwers et al
Michigan Gas Storage Co.

Recorded for Record this 4th day of 297
September 1937
RIGHT OF WAY
P. M. Roy E. King

ELLA V. ROHEBS, a widow, of 514 1/2 South Franklin Street, Ft. Pleasant, Michigan, and JOHN PETERSON, a single man, of 710 Elm Street, Toledo, Ohio, parties of the first part, in consideration of One Dollar (\$1.00) to _____ paid by the MICHIGAN GAS STORAGE COMPANY, a Michigan corporation,

_____ Jackson, Michigan, party of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors and assigns, forever, the easement and right to lay, construct and maintain gas mains, with the usual connections and accessories, for the purpose of transmitting gas, in, through and across the following described parcel of land, including all public highways upon or adjacent to said parcel, which parcel is situate in the _____ Township of _____ County of _____ and State of Michigan, to-wit:

The Southwest Quarter of Section Thirty, Township 14 North, Range 3 West, Michigan

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

Generally in a Northwesterly and Southeasterly direction in, under, through and across 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, removing, replacing and maintaining said gas mains, connections and accessories. Party of the second part shall pay said part _____ of the first part at the rate of One Hundred Sixty Dollars (\$160.00) per acre of main laid on said premises, payable on or before the date on which the construction of such line commences. Party of the second part shall also pay for damage to crops or fences in laying or maintaining said gas mains. Soil drainage systems, if any, upon said premises, shall be left in as good condition as found.

WITNESS the hand and seal of the parties of the first part this 30th day of July, 1937.

Signed, Sealed and Delivered in the Presence of
Ella V. Egwers (L.S.)
John Peterson (L.S.)
Fred H. Johnson (L.S.)
_____ (L.S.)
_____ (L.S.)
_____ (L.S.)

OIL AND GAS LEASE

1974 (15) Oct 141 141

THIS AGREEMENT made this 10th day of October 1981

Joseph J. Swets and Carol J. Swets, his wife

lessor (whether one or more), whose address is 4638 S. Leaton Rd. Mt. Pleasant, Michigan

and Western States (Oil Company), Inc., a Michigan Corp., P.O. Drawer 11, Indington, MI 49431

Witness the hand of the said lessors on this 10th day of October 1981 at the County of Isabella State of Michigan

SEE EXHIBIT "A", MADE A PART HEREOF AND ATTACHED HERETO

This lease also covers and includes any land contiguous to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition for the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 216.00 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

2 Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ten (10) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3 As royalty, lessor covenants and agrees (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such oil... (b) To pay lessor on gas and casinghead gas produced from said land... (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land...

4 Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance, provided, however, units may be established as to any one or more horizons or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance...

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless before or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the Chemical Bank of Clare

Bank of Mt. Pleasant, Michigan, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of \$ 216.00 which shall operate as delay rental and cover the privilege of deferring operations for one year from said date in the manner and upon the payments or tenders operations may be further deferred for like periods of one year each during the primary term...

6. If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the twentieth day after such discontinuance unless within such anniversary date lessee either (1) commences operations or (2) commences or resumes the payment or tender of delay rental, provided however, if such anniversary date is at the end of the primary term or if there is no further anniversary date of the primary term, the lease shall terminate at the end of such term or on the twentieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee commences operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following (a) drilling, testing, completing, reworking (recompletion), deepening, pumping back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns and successive assigns. No change or division in the ownership of said land, royalties, delay rental or other moneys, or any part thereof, however effected, shall increase the obligations or diminish the rights of lessee, including but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, however effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may nevertheless pay or tender such royalties, delay rental or other moneys, divided or undivided of said land, the delay rental payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in delay rental payment by one shall not affect the right of other leasehold owners hereunder.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of such notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty acres) such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit in which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns. Under this lease, if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by the lease bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty hereunder provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor hereby expressly relinquishes down and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this lease is made.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Witness:
Don G. Cormier
 Don G. Cormier
Albert Myers
 Albert Myers
Joseph J. Swetz
 Joseph J. Swetz No. 6. 384-26-7195
Carol J. Swetz
 Carol J. Swetz

STATE OF Michigan COUNTY OF Isabella 188. ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 10th day of October 1981 by Joseph J. Swetz and Carol J. Swetz, his wife

My Commission Expires: 9-16-85 Notary Public in and for Isabella County, State of Michigan

STATE OF _____ COUNTY OF _____ 188. ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by _____

My Commission Expires: _____ Notary Public in and for _____ County, State of _____

This instrument prepared by Don G. Cormier a 503 Southwest Highway, College Station Tx

When recorded return to:
WESTERN STATES OIL CO. INC.
 P.O. Drawer D
 Ludington, Michigan 49431

This lease was filed the _____ day of _____ 19____ at _____ o'clock _____ m and recorded in Book _____ Page _____ of the _____ Records of this office.
 Printer of Deeds of _____ County.

Exhibit A 143

Attached to, and by this reference made a part of, that certain Oil and Gas Lease, dated October 10, 1981, by and between Joseph J. Swetz and Carol J. Swetz, his wife, lessors, and Western States Oil Company, Inc., P.O. Drawer D, Ludington, Michigan 49431

Township 14 North, Range 3 West

Section 30: N3/4 of SE1/4
N1/2 of SW1/4 frl. exc. NW1/4 NW1/4
S1/2 of SE1/4 exc. commencing at SE corner
thence W 725', N 200', E 95', N 460',
E 630', S 660', to Point of Beginning.

Anything to the contrary notwithstanding, Lessors' royalty provided in paragraph three, herein shall be one-sixth (1/6th) instead of one-eighth; and every place in paragraph three where "one-eighth" appears, is hereby changed to "one-sixth" (1/6th)

Lessor shall have gas free of charge for the principal dwelling house up to 200,000 cubic feet per year from any gas well on the leased premises producing gas, by making his own connections with the well. The use of said gas is to be at Lessors's sole risk and expense, and Lessor agrees to assume any and all liabilities and obligations for any risk, damage or injury.

As to the fifth anniversary date only, the delay rental referred to in paragraph #5 will be \$32,400.00 instead of \$216.00.

NOTE: It is agreed and understood between the parties herein that all underground facilities will be installed at a reasonable level below plow depth.

SIGNED FOR IDENTIFICATION:

Joseph J. Swetz
Joseph J. Swetz
Carol J. Swetz
Carol J. Swetz

STATE OF MICHIGAN
COUNTY OF ISABELLA
RECEIVED FOR RECORD

1982 FEB -2 PM 1:24

Charles J. Swartz
REGISTER OF DEEDS

WESTERN STATES OIL CO. INC.
P.O. Drawer D
Ludington, Michigan 49431