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	Register of Deeds.

NABRANTY DEED

This Indenture, and Durante 54, 1968

JOE SWEIZ, JR., a/k/a Joseph J. Swets and CAROL J. SWEIZ, a/k/a Carol Swets, 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/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, Tl4N, 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, Tl4N, 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, Tl4M, 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, Tl4N, R3W, except the NW 1/4 of the NW 1/4 of Section 30, Tl4N, 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 withthe 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.

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MICHIGA	REAL ESTATE TRANSFER TAX	r F
Dept of FEB-5-61	≅   4.30;	k (157) k (158)
IQXOTION	_ Re.10584	<b>}</b>

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

Treusurer of Isabella County

Together with all and singular the hereditements 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 assigns, that at the time of covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbe delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbes the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbes the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbes the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbes the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbes the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbes the delivery of these presents he is well seized of the above granted premises in fee simple.

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Robert J. Cook Notary Public,  Jackson County, Michigan.
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	his wife, of RTT-Dr. House bleasure.
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paid by the MICHIGAN GAS STORAG	——————————————————————————————————————
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. party of the second part. He successed	ers and against. Perover, the easement and right to lay,
	the usual connections and accessories, for the purpose
	ross the following described percelle, of land, including
	said percei A., which perceil
and State of Michigan, to-wit:	
. North Half of Southeast Ous	rter and the North Helf of the South
Half of the Southeast Quarte	er of Section Thirty, Township 14 North,
Range 3 mest, Kichigan.	
The route to be taken by said gas main	d serves said hand being more specifically described as
follows:	<u> </u>
Generally in a Northwesterly	and Southeasterly direction in, under,
through and across said above	e described land.
· •	
With full right and authority to the part	ty of the second part, its successors and assigns, and its
and their agents, and employees, to es	nter at all times upon said premises for the purpose of scing and maintaining said gas mains, connections and
	uall pay said part 108 of the first part at the rate of
One Hundred Sixty Dollars (\$160	QQ) per mile of main laid on said premises, payable
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Signed, Sealed and Delivered in the Presence of  Laynaru S. Silbore  Fred H. Johnson  County of	particles of such line commences. Party of the second or fences in laying or maintaining said gas mains. Soil remises, shall be left in as good condition as found.  Of the particle of the first part this
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70. 1800 a midow, of List Fruit Excust mid by the MICHIGAN GAS STORAGE COMPANY, a Mich the second part, receipt of which is hereby acknowledged, Convey\_\_\_ and Warrant\_\_\_ to the party of the second part, its secondary 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 partel a si land, including Township of Chippens and State of Michigan, to-wit: The Southwest Quarter of Section 30, Township 14 North, Reage West, Michigan. The route to be taken by said gas mains across said land being more specifically described as Generally in a Northwesterly end Jouthensterly direction in, under, through and seross said shove described Lind. With full right and authority to the party of the second purt, its successors and assigns, and its abd 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 1.32 :... of the first part at the rate of One Hundred Sixty Pollars (\$, 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 dainings to scope or teness to laying or maintaining said gas mainf, Soll brainage systems. If any, upon said pressues, whall be left to as good condition as found. December 1950. Signed, Scaled and Delivered To

STATE OF MIGHIDAY: County of Isabella of Openia County, Medigen, acting in Teabella

RIGHT OF WAY Register of Deeds The Burth sus-half (1) of the North one-half (1) of the Southwest one-quarter (2) of Section thirty (3), Township four den (14) North, Range three (3) West. the to be taken by this lines of taxenest poles, wires, cables and tonduits actors, over and under this land being more specifi-Second party may locate said toute in an Easterly and Mesterly direction on, over and across said above described land Southerly of and diong and hot more than 150 feet from the Badt and Mest quarter line of Section 30, Township 16 North, Mange 3 West. by half that and burkerity to the local party, his increasers, licenseed, beseth of histograp, and his half half have been had previous by the purpose of constructing, tepsizing, temoring, postering, perceived, providing, improving, and maintaining lack called, beneath had become place in the purpose and maintaining lack called, beneath had become place in the proving had become place in the proving had been had been been and the stringing thereon had topporting had institutely therefore laces of both, existed or other constraints in the proving had been party in the proving had been party and the party in the proving being party indicated that he believed with the based of the beautiful to the place of the place that in the party is placed to be party in the pa brand, bested and Belleville in Fresher of lesse Magne the the day of believe the late the distribute of blichigan, belong in 19.57. County, bertonally appeared to the though to be the same percent many it and who executed the

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RECORDED IN DEEDS

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WARRANTY DEED

use 333 no 429

Request of Deeds.

This Indenture, me Franks 5 of 1068

JOE SMETZ, JR., a/k/a Joseph J. Swets and CAROL J. SMETZ, a/k/a Carol Swets, his wife, of Route 4,

Nt. 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,

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 parcal of land situate and being in the Township of Chippews, 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, T148, 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 Borth 8 rods of the E 3/4 of the EM 1/4 of Section 30, 2148, R3M.

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 H 1/2 of the SM 1/4 of Section 30, T14H, R3M, except the BM 1/4 of the RM 1/4 of Section 30, T14H, R3M, 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 withthe 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 comveyed 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 MANAGEMENT TO A 1 4.3 C

STATE OF MICHIGAN

COUNTY OF ISABELLA ) I HENERY CENTIFY that there are the COUNTY OF ISABELLA ) IN SECTION OF INSTITUTE OF THE SMITH O

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Together with all and singular the hereditements and appartenances thereunto belonging or in anywise appartaining: To Move and to Hold the said premises, as herein described, with the appartenances, unto the said party of the second part and to its use: essers and astigns, Forever. And the said party of the first part, for himself, his heirs, essecutors and administrators, does coverant, grant, bargain and agree to and with the said party of the second part, its necessors and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee dimple; that they are free from all incombinances wherever

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ISABELLA #7

## EASEMENT FOR GAS PIPELINE

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

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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.

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- 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 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 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:

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CONSUMERS POWER COMPANY

Beverly William

R. E. Hagen

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General Supervisor, Land Acquisition

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STATE OF MICHIGAN )

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, Michigan 49201

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Ella V. Egwers et al RIGHT OF WAY Michigan Gas Storege Co. paid by the MICHIGAN GAS STORAGE COMPANT, a MICHIGA the account part, receipt of which is hereby echnowiced party of the second part, its successors and assigns, For construct and maintain gas makes, with the usual connect of transmitting gas, in, through and across the following de all public highways upon or adjacent to said parcel .... which percel ... County of ... ISAbella. The Southwest Cuarter of Section Thirty, Township 14 North, Range 3 West, Michigan

Generally in a Northwesterly and Southeasterly direction in, under, through and across said above described land.

The route to be taken by said gas maine across said land being more specifically de-

With full right and authority to the party of the second part, its successors and early and their agenta, and employees, to enter at all times upon said precises for the constructing, repairing, removing, replacing and maintaining said gas making, cons constructing, repairing, removing, replacing and maintaining said gas noting, consactly accessories, Party of the second part shall pay said part\_128\_\_ of the first part at the One Hundrad Sixty Pollars (§ 160.00 ) per soils of make laid on said pressions, on or before the date on which the construction of such line commences. Party of the part shall also pay for damage to crops or fences in laying or maintaining said gos mai drainage systems, if any, upon said premises, shall be left in as good conductors or fences in laying or maintaining said graining.

WITNESS the hand a and seal\_sof the parties\_ of the first part this \_ July 19.47

Signed, Sealed and Delivered in the Presence of

#### OIL AND GAS LEASE

FIRE ACRE I ME HI mente thes 10th

dyd October

tesson WITNESSLIH

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

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

and Western States (M. Company, Inc., a Michigan Corp., P.O. Drawer D., Lodington, Mt. 4943)

Which is hereby acknowledged and of the covenants and experiments of instant herebyller contained does hereby quant teach and for unito testing the land covered hereby for the purposes and with the exclusive right of explaining defining and dissistant for producing and owning or gas surprise and should minerals produced in conjunction literawith together with the right to make surveys on such land, by page times, establish and utilize facilities for Surface of Subsurface disposal of sall writer, construct roads and bridges, dig criticilis fauld lanks, priver stations, temphone lines, and other structures, on said land, necessary or useful in lessee's operations in exploring disling for producing treating storing and transporting innersial producing from the land covered hereby or any other land adjacent thereto, when said adjacent land is stated, pooled, or united with any lands covered hereby. The land

covered hereby, herein called "said lend", is located in the County of ISAbella State or Michigan

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

This lease also covers and includes any find configuous to or adjoining the land above described and (a) owned or claimed by lesser by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. For the purpose of delermining the amount of any bonus, defay rental or other payment liereunder, said land shall be decimed to contain 216.00 whether actually contains make my less, and the above contains a less and the above contains a le This mare or less, and the above recital of acreage in any tract shall be deemed to be the true acreage the reof

2. Unless scorer emminated 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, hereinabler called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with ne cossition for more than morely (90) consecutive days

3. As royalty, less-er covenants and agrees (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal ne-eighth part of all this roduced 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 preceights part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to boar one eighth of the containment of such or at the wells as of the only in a fun to the pipe line of storage lanks, lessor is miterest, in either case, to pear one eighth of the containment of the recontainment of the mitter said by lessee. One-eighth of the amount realized by lessee, computed at the mouth of the well, of one eighth of such gas and casinghead gas, (c) To pay lessor on all other innerests mixed and marketed or utilized by lessee from said land, one tenth either in kind or value at the well or mine at lessee's election, each other minerals mixed and marketed or utilized by lessee from said land, one tenth either in kind or value at the well or mine at lessee's election, each upt that on suigher mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If ut the expiration of the primary term or at any time or the thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, cupable of producing oil or gas, and all such wells are shull in this lease shall nevertheless, continue in force as though operations were being conducted on said land for so long as said is are shut in and thereafter this lease may be continued in force as it no shut in had occurred. Lessee covenants and agrees to use reasonable figence to produce, white, or market the minerals capable of being produced from said wells, but in the exercise of such diagence, lessee shall not be bigated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, any shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If all any time or times after the expiration of the primary term, all ils are shul-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or helors the expiration of said ninety day period, lessee shall pay or lender, by check or draft of lessee, as royalty, a sum equal to the amount of annual detay rental provided for In this lease, Lessee shall make like payments or lenders at or before the end of each anniversity of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be mindle to the peries who at the time of payment would be entitled to receive the royalities which would be paid under this lease if the wells well well well and may be deposited in a depository bank provided for below. Nothing herein shall impair lesse's right to release as provided in paragraph 5 hereof. In event of assignment of this lease in whole or in part, habitity for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as

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 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 herizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance if limited to one or more of the following: (1) gas, other than casinghead gas. (2) Indust hydrocarbons (condensate) which are not liquids in the subsurface reservoir. (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. It larger units than any of those herein permitted either at the time established or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum altowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental cides or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for second in the intercept and inclined that the intercept is which this have a secretical field of the order of the control of the size of the control of the contro fecord in the publicoffice in which this lease is recorded. Each of said options may be exercised by leasee at any time and from time to time while this lease is in force and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unit makine even though there may be mineral, to release the same of the lease even though there may be mineral, to reasonable interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such initized. to pay, or the seminaries is in anos within the unit which are not enjectively powed or limited. Any operations conducted on any part or such interested and shall be considered for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be a located to the land covered by this lease within each such unit that proportion of the total production of unitsed minerals from the unit, after deducting any used in lease or unit spirations, which the number of surface acres in such land covered by this lease within the unit bears to the total number of surface acres in the unit and the spirations, which the considered for all purposes, including payment or delivery of royalty, overriding loyalty and any offer payments call of association, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of by the spursuant to this paragraph or of shull-in royalles from a well on the unit shall sately any limitation of ferm requiring production of oil or cas. The immedian of any sine personal shall not have the effect of exchanging or transferring any interest under this lease between parties. Neither shall it or the right of testaeth re-rate as provided in paragraph 5 heritof, except that lessee may not so release as to land within a unit while there are already there are sense. For emerging or ne rate unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee. ney dissolve any unit estimate the reminder by thing for record in the public office where this lease is recorded a declaration to that effect is at that time to exercise are teams conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder mine termain in force so language any lease subject thereto shall remain in force. If this lease now or hereafter covers acparate tracts, no pooling or unitization of reyally interests as birtiseen any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this base but besse shall nevertheless have the right to pool in unitize as provided in this paragraph 4 with consequent affocation of production as led. As used in this paragraph 4, the words, "separate tract" mi sounts, from that as to any other part of the leased premises had arty tract with revally contension delarges, now or horsette

3. If operations are not conducted on said land on or before the first previously date horsel, this toppe shall terrainate as to both parties, write

basses on an before send date shall, autipost to the further providing hondel, pay or tender to lesser on th lesser's credit in the Chemical Rama Mt. Pleasant, Michigan or of Bank of Clare buccessors, which shall continue as the depository, regardless of changes in Ownership of Gray rental, royallies, or other manays, the sum of

216.00 for one year hom and date. In the manner and upon the payments or territors, equilitions may be further deferred for the periods of one year each dump the parties are limited from the parties are bringed to the periods of the payments of the periods of the periods of the periods are the periods are the periods are the payments of the periods of the periods are the periods are the periods of th BOOM TO INCOME SAME THREE MAY IN THE MAY MENT INTOMED OF PROPERTY OF THE SAME PROPERTY OF THE Suprice therein specified, either forms to such parties or supricity to each in accordance with their respective ownerships therein as bresse may elect.

Any payment hereinder may be made by check or dust of known hyposides that had a delivered to knowned to known to a depositive form on a property that had been the fast of the first many forms that the major many the material state of the first many the major many the major many the first major many that the major many that the major major many the first major many the first major many the first major many the first major major major many the first major of an element of the bright of the property of the second O BERNELLE BERNE when the product of the control of t moved gain game present mental-specificals based the tenthe chips-line.

- 6. If all any time or times during the printity ferm equiphents are conducted on soul bind and if all operations are decontinued, this sense shall thereafter terminate on its automatic metallitis must follow by the medical day after source terminated into a terminate or the such amoversary date in some end of the particle continues to (f) commences or resident the particle of the particle formation of flore is no further amoversary date in the particle day after discontinuance of all operations, which have a the table that is the following the resident formation of the resident formations of the particle of the par
- 7. Lessee shall have the use, free from royally, of water, other than from lessor a water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right of any time to remove all inschinctly and fistures placed on said land, including the right to draw and demages caused by its operations to growing crops and limber on said land.
- 8 The rights and estate of any party hereto navy be assigned from time to time in whole or in part and as to any immeral or horizon. All of the coverants, obligations, and considerations of this lease shull extend to and be binding upon the parties hereto, their heirs, successors, assigns. No change or division in the ownership of said land, reyalties, diray rental, or other impress, or any part the tool, howspeeping of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lease, its successors or assigns, no change or division in the ownership of said land or of the royalties, draw rental, or other impress, or the right to receive the same inhibition punding upon the then record owner of this tease until thirly 301 days after there has been furnished to such record owner at his or its principal place of the instruments which have been properly field for record and which evidence such change or division, and of such court records and proceedings, change in ownership occurs by reason of the death of the owner. It is open on or such record owner to establish the validity of such change or division and of such court records and proceedings, change in ownership occurs by reason of the death of the owner leased may nevertheless play or tender. It is right of other moneys, of part thereof to the credit of the death of the evalual payable hereunder shall be apportionable as between the several leasehold owners, raisably according hereunder.
- 9 In the event lessor considers that lessee has not complied with all its obligations hereunder, both evapress and implied, tessor shall notify lessee this writing setting out specifically in what respects lessee has breached this contract. Lessee shall then have shall fell days after receipt of said nutice within which to meet or commence to meet all or any part of the breaches alteged by lessor. The service of said 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 tapse of similarly 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 ellipsed breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled to save cause, it shall nevertheless remain a force and effect as to (1) sufficient acreage around each well as to which liver are operations to constitute a drifting or maximum allowable unit under acplicable governmental regulations. (but in no event less than forty acres), such acreage to be designated by lessee as rearry as practicable in the form there are operations. Lessee shall also have such easements on said lend as are necessary to operations on the strange sa retained.
- 10. Lessor hereby warrants and agrees to defend trite to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages. Laxes or other lens, or interest and other charges on said arms 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 against a less interest in the oil, gas, suphiur, or other minerals in all or any part of said land than the entire and unawable telesing the simple estate (whether lessor is interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys as zeroing from any part as to which this lesse covers less then such full interest; shall be paid only in the proportion which the interest therein, if any, diversit by this lesse bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lesse (whether or not owned by lessor) shall be paid out of the royalty his lesse (whether or not owned by lessor) shall be paid out of the royalty his lesse (whether or not owned by lessor) shall be paid out of the royalty his lesse (whether or not owned by lessor) shall be paid out of the royalty his less (whether or not owned by lessor) shall be paid out of the royalty his lesse (whether or not owned by lessor) shall be paid out of the royalty his lesse (whether or not owned by lessor) shall be paid out of the royalty his less (whether or not owned by lessor) shall be paid out of the royalty his less (whether or not owned by lessor).
- 11. If, while this lease is in force, at localiter the expiration of the primary term hereof, it is not being continued in force by reason of the shuf-in well provisions of paragraph 3 hereof, and leasee is not conducting operations on said land by reason of (1) any law lorder, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except linancial) beyond the reasonable control of leasee, 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 dower and releases and waives all rights under and by virtue of the homestead enemy Nev in any way affect the purpose for which this lease is made IN WITNESS WHEREOF, this instrument is executed on the date first above writ LA Cormin Don G. Cormier 384-26-7195 Albert Myers STATE OF Michigan ACKNOWLEDGEMENT COUNTY OF ISabella The feregoing instrument was acknowledged before me this 10th day of October Joseph J. Swets and Carol J. Swets, his wife allest myen My Commission Eastres: Albert Myers 9-16-85 Notary Public in and for \_\_\_\_\_ I sabella County, Stote of Michigan STATE OF ACKNOWLEDGEMENT COUNTY OF The laregoing instrument was acknowledged before me this \_\_ My Commission Expres: towet Pritis my, Cellege Stration To When recorded return to WESTERN STATES OIL CO. INC. P.O. Drawer D Ludington, Michigan 49431

or Calling MARINE FING, 200 West Greedeny, Mr. Plantant, Mr. 44756, PHONE (\$17) 273 2743

#### Exhibit A

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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 SEt Nt of SWt frl. exc. NWt NWt St of SEt 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 lessed 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:

STATE OF MICHIGAN COUNTY OF ISABELLA RECEIVED FOR NU JORD

1982 FED -2 FH 1: 24

ACCUSIER CF DECOS

P.O. Drever D