



LC-2

7. Said second party shall not assign, nor transfer this contract, nor lease, sublet, sell, convey or encumber said premises or the buildings thereon or any part thereof, or add to or change any buildings thereon without the previous written assent of first party hereto, endorsed hereon.

8. Second party may cut and remove merchantable timber from said premises from and after the date hereof, provided that the proceeds from the sale of any of the said timber shall be applied to the payment of the sums due under this contract.

9. It is further mutually agreed that second party may take possession of said premises on the date hereof and remain thereon as long as she shall perform all the covenants and agreements herein mentioned on her part to be performed, and no longer; provided, that in the event the premises hereinabove described are vacant or unimproved, the second party shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by second party on vacant or unimproved property shall not constitute actual possession by second party. All buildings, fixtures and other improvements now on, or that shall be placed or made on said premises, shall remain thereon as security for the performance by second party of this contract. Should default be made by second party in any of the provisions hereof, first party may immediately thereafter declare this contract void and forfeited and the said buildings, improvements, and all payments made on this contract shall be forfeited to first party as rental for the use of the premises and as stipulated damages for failure to perform this contract and first party may take immediate possession of said premises without notice and remove second party and all persons claiming under them therefrom, and first party may, without notice to second party, declare all money remaining unpaid under this contract forthwith due and payable, notwithstanding that the period hereinbefore limited for the payment of the said balance may not then have expired, and first party may thereafter enforce its rights under this contract in law or in equity, or may after said acceleration take summary proceedings to forfeit the interests of second party or may enforce said contract in any other manner now or hereafter provided. And it shall be lawful for first party at any time after such default, to sell and convey said premises, or any part thereof, to any other person without becoming liable to refund any part of the money received on this contract, or for any damages on account of such sale. It is expressly understood and agreed that time shall be deemed as of the very essence of this contract and that unless the same shall, in all respects, be complied with by second party, at the respective times and in the manner above limited and specified, second party shall lose and be debarred from all rights, remedies, and actions, both at law and in equity, upon or under this contract.

The covenants, conditions and agreements herein contained shall apply to and bind the respective heirs, representatives and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate the day and year first above written.

WITNESSES:

Carol J. Kilar  
Carol J. Kilar

Diane M. Tyrrell  
Diane M. Tyrrell

Robert J. Cash  
Robert J. Cash

APPROVED AS TO FORM

DRK

CONSUMERS POWER COMPANY  
CONSUMERS POWER COMPANY  
LEGAL DEPARTMENT

By G. L. Heins  
G. L. Heins  
Executive Manager of  
System Planning

Kathleen M. Williams  
Kathleen M. Williams

82-DX1-1

LAKE COUNTY 73-394

QUITCLAIM DEED

THIS INDENTURE, Made this 28th day of October, 1980, Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, (successor by merger to Consumers Power Company, a Maine corporation) first party, and DONALD H. JOHNSON Route 1, Craft Road, Reed City, Michigan 49677, second party,

WITNESSETH:

That first party, for and in consideration of the sum of Six Thousand Four Hundred and No/100 ----- Dollars ( \$6,400.00 ) to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto second party and to his heirs and assigns Forever, the following described land situate in the \_\_\_\_\_ Township of \_\_\_\_\_ Pinora, County of \_\_\_\_\_ Lake and State of Michigan, known and described as follows:

A parcel of land in the SW 1/4 of Section 31, T18N, R11W, described as beginning at the Southwest corner of said section, running thence N 01° 30' 46" E along the West line of said section 534.87 feet, thence S 88° 32' 21" E, 2,607.72 feet to the North and South 1/4 line of said section, thence S 00° 16' 40" W along said North and South 1/4 line of said section 527.15 feet to the S 1/4 corner of said section, thence N 88° 42' 38" W along the South line of said section 2,618.75 feet to the point of beginning.

Excepting and reserving to first party, its successors and assigns FOREVER, the easement and right to erect, lay and maintain one or more lines consisting of towers, pole structures, 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 West 132 feet of the premises herein conveyed, including all public highways upon or adjacent to said parcel of land.

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

In a N'ly and S'ly direction on, over, under and across the West 132 feet of said above-described land.

With full right and authority to first party, its successors, licensees, lessees or assigns and its and their agents and employees to enter at all times upon said land for the purpose of patrolling, constructing, repairing, removing, replacing, improving, enlarging and maintaining such wires, cables, conduits, structures, towers, pole structures, poles and other supports with all necessary braces, guys, anchors, manholes and transformers and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication and to cut, trim, remove, destroy or otherwise control all trees and brush standing on the West 132 feet of said above-described land, and also to re-enter upon said West 132 feet of said above-described land from time to time to keep said West 132 feet of said above-described land clear of trees and brush; and also to cut, trim, remove, destroy or otherwise control any trees and brush standing on the East 69 feet of the West 201 feet of said above-described land which may in the opinion of first party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is further understood that nonuse or a limited use of this easement by first party shall not prevent first party from later making use of the easement to the full extent herein reserved.

Also saving, excepting and reserving to first party, its successors and assigns, Forever, all nonmetallic minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the land herein conveyed, with full and free liberty and power to first party

and to its successors and assigns, lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time, and from time to time, to enter upon said land and take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the said coal, oil and gas and other nonmetallic minerals and for storing, re-storing and protecting oil, gas and nonmetallic minerals in the subsurface strata underlying said land and taking and retaking the same, together with the right to lay pipelines on, over, under or across said premises from the wells, mines, or shafts sunk upon the same for the purpose of removing the oil, gas or other nonmetallic minerals from the premises or storing, re-storing and protecting oil, gas or other nonmetallic minerals in the subsurface strata underlying said land and retaking the same; also, saving and reserving unto first party, the right of ingress and egress over and across the above-mentioned land, together with the right to sink shafts or drill for oil, gas or other nonmetallic minerals at any place upon said property at any time hereafter.

(This deed is executed pursuant to and in partial fulfillment of the terms of a certain land contract entered into between Consumers Power Company, as Seller, and Kathleen M. Williams, as Purchaser, on the first day of November, 1977, the Purchaser's interest in which said land contract was assigned to Donald H. Johnson, the second party herein, by an instrument of Purchaser's Assignment of Land Contract dated July 30, 1980, effective May 15, 1980, and said assignment being consented to by Consumers Power Company on July 22, 1980, effective May 15, 1980.)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto second party and to his heirs and assigns to the sole and only proper use, benefit and behoof of second party, his heirs and assigns, forever.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, first party has caused this instrument to be executed in its corporate name and by its duly authorized officer as of the day and year first above written.

WITNESSES:

Jeannine Lita  
Jeannine Lita

Loris Bethel  
Loris Bethel

STATE OF MICHIGAN )  
County of Jackson ) ss.

APPROVED AS TO POWER  
CONSUMERS POWER COMPANY  
By G. L. Heins  
G. L. Heins, Vice President

The foregoing instrument was acknowledged before me this 28th day of October, 1980, by G. L. Heins, Vice President of Consumers Power Company, a Michigan corporation, on behalf of the corporation.

My Commission expires  
11/12/84

Osby A. Brecken  
Notary Public, Jackson County, Michigan

PREPARED BY DAVID R. BOOD  
CONSUMERS POWER COMPANY  
212 WEST MICHIGAN AVENUE  
JACKSON, MICHIGAN