CONSUMERS POWER COMPANY

R. B. Palmer						
	NAME OF GRA	ANTOR				
Quit Claim Deed 1	7-30-45	<u> 10-29-45 </u>	112 I	<u> 241 </u>		
KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE		

ACCOUNT NO.

TRACT 22-D1-1

ir	QUIT-CLAIM DEED-Shor. 3 THE "GOOD" LINE OF LEGAL BLANKS THE RESE. FLINT, MICHIGAN		<u> </u>	MICHIGAN STATE	1	Lake county	1	TOW	len NSHIP
	This Indenture, Made the thirtieth day of July	L	1,50	Same (d) 11	NICIPALITY	131.500	SECTION	1 T 20 TOWN	N R 13 W
	in the year of our Lord one thousand nine hundred forty-five BETWEEN R. B. Palmer, a single man,		-	222		PLAT OR AREA		1	
	of the first part, and		ANCE	382					
	Consumers Power Company, a corporation authorized to do business in Michigan, with its principal office therein located at 212 West Michigan Avenue, Jackson,	:	BAI		2 2			:	
:	Witnesseth, That the said part y of the first part, for and in consideration of the sum of	; ; ;							
	One Dollar (\$1.00) and other valuable considerations tohimin hand paid by the said part Yof the second part, the receipt whereof is hereby		TRANSFER						
	confessed and acknowledged, dogsby these presents, grant, bargain, sell, remise, release and for its successors was and assigns, ever QUIT-CLAIM unto the said part Y of the second part, and to XXIX and assigns, FOREVER, All those certain piece or parcel of land, situated in the	:	TRAN					Contact of the Contac	:
	Township of Eden in Lake County, and State of Michigan, known and described as follows: sent								
	Lots One and Two, except Consumers Power Company right of way, Section Three,		Ę	382 22					
	containg one hundred thirty-one and fifty hundredths acres, more or less, Town Twenty North, Range Thirteen West. SHE NOTE #1 FOR SALE OF PART OF ABOVE LAND TO John M. O'Brie SHE NOTE #2 FOR SALE OF ABOVE LAND TO John M. O'Brien & WI.	2 & NY	AMOUNT						
			L ITEMS OF COST	Original Cost (See LR-4, Vol. 1-B, Ex- hibit TX & Vol. 1-C, Schedule "B," Working Papers.)					
	· 1904	- Company	JOURNAL	707				a com and a decomposition of the composition of the	a .
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4. 11-15 to 10 800			-
6. This Villa			

6. OLI BULITAR ____Yes

Markov Effort School of Friday

MINES () (By Nale No. 185.616-4; NY)-)]) Consumers Power Company occurred a part of the lead on the This caption of this tract, excepting mineral rights and essement rights for Associo Transmission, Sering as Toll. Comet

> 1. Consumers Power Company 10-19-73

2. John M. O'Brien & wi.

Land Contract

X-1

All that cartain piece or pel of 1d situate in the Tap of Eden, Co of Lake, State of Mich, desc as follows:

Govt Lot No. 1 of Sec 3, T20N, R13W, exc therefrom a strip of 1d 132' in width being 36'

distant W'ly of and 96' E'ly of the ctr ln of CPCo's existing elec transmission ln which sd ctr ln of sd elec transmission ln is desc as follows: To find the pob of sd ctr ln, comm at the NW cor of Govt Lot No. 3 of Sec 2, T20N, R13W, run th N 02° 17' 45" E alg the E In of sd Govt Lot No. 1 111.99' to the pob of sd ctr ln of sd existing elec transmission ln, run th N 33° 12' 25" N 1206.93' to a place of ending of sd ctr ln of sd existing elec transmission in on the N in of sa Govt Lot No. 1. in the die a Opice of the Deed protionly Avialities the above land contract, - Caldelata Basi Saba F d Fis and Spitcheim deci dated 5-21-75. L 180, P19 Exc and reserving to first party, 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 1d 69' in width which lies within Govt Lot No. 1 of Sec 3, T20N, R13W, alg, adjoining, adj and measured at right angles to the NE'ly ln of the strip of ld 132' in width which is desc as the excepted 1d in the above desc, and standing on all that portion of a strip of 1d 69' in width which lies within Govt Lot No. 1 of Sec 3, T20N, R13W, alg, adjoining, P. 339, BELOW adj and measured at right angles to the SW'ly ln of sd strip of ld132' in width which is desc as the excepted pcl of ld in the above desc, and also the right to reenter upon sd strips of 1d from time to time, to keep sd strips of 1d clear of trees and brush.

-L*139,* P339 Saving, exc and reserving to first party, its successors and assigns, Forever, all nonmetallic WX-1 minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the 1d herein conveyed. FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE In the file is a Quitclein Decd dated 10-7-76 executed pursuant to and in complete fulfillment of the terms of above (By Sale No. 189.731-3; T73-268) Consumers Power Company conveyed the land on the caption of this tract, excepting mineral rights, as follows:

NOTE #2

1. Consumers Power Company 10-15-73

2. John M. O'Brien & wf.

Land Contract

WX-1

THE DX RESERVATION

ONLY PERTHANS

TO THE OCD

AT LIBER 139

All that certain piece or pcl of ld situate in the Twp of Eden, Co of Lake, State of Mich, desc as follows:

Govt Lot 2, Sec 3, T20N, R13W.

1. Auditor General 5-8-45 87-437 2-2-40 84-412 5-8-45 2-2-40 2-2-40

Tax Deeds Tax Deeds 5-8-45 87-436 Tax Deeds 84-413 2-5-41 5-8-45 84-414 Tax Deeds 7-16-41 5-8-45

2. Arthur L. Watkins & wife, Mildred L. 8-7-41. 5-8-45 112-131 QCD

TITLE HISTORY

Saving, exc and reserving to first party, its successors and assigns, Forever, all nonmetallic WX-1 minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the 1d herein conveyed. From THER: CONDITIONS SEE ORIGINAL IN TILE:
In the file From Quit-Claim Beed determent to and in complete fulfillment Tax Deeds of the terms of the above Land Contract, dated October 15, 1973.

3. R. B. Palmer filed 11-3-44 5-21-45 BB-NPTS-138 NPTS

Thomas J. Wabel, Harriet Stringer, Consumers Power Company, et al

4. R. B. Palmer 7-30-45 10-29-45 112-241

5. Consumers Power Company

QUITCLAIM DEED

THIS INDENTURE, Made this 21st day of May , 1975, 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

JOHN M. O'BRIEN and LOUISE M. O'BRIEN, his wife, of 230 West Shore Drive, Cadillac, Michigan 49501,

second party,

WITNESSETH:

A parcel of land in Government Lot 1 of Section 3, T20N, R13W, described as follows: To find the place of beginning of this description commence at the Northeast corner of said Government Lot 1; run thence N 88° 17' 35" W along the North line of said government lot, 1418.82 feet to the place of beginning of this description; thence continuing N 88° 17' 35" W along the North line of said government lot, 420 feet; thence S 01° 00' 40" W, 1082.88 feet to the South line of said government lot; thence S 87° 44' 20" E, along said South line of said government lot, 420.04 feet; thence N 01° 00' 40" E, 1086.94 feet to the place of beginning.

Saving, excepting and reserving to first party, its successors and assigns, Forever, all nonmetallic minerals, coal, oil and gas (but not including send, clay or gravel) lying and being on, within, or under the land herein conveyed, with full and free liberty and power to the said 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 normetallic 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, ges or other nonmetallic minerals from the premises or storing, re-storing and protecting oil, gas or other nonmetallic minerals in the subsurface strate underlying said land and retaking the same; also, saving and reserving unto said 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 given in partial fulfillment of a land contract between the parties hereto dated October 19, 1973, in compliance with Paragraph numbered 3 in said contract.)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto the said

benefit and behoof of said second party, his	
Where applicable, pronouns and relating plural, feminine or neuter.	tive words used herein shall be read as
IN WITNESS WHEREOF, said first perty cuted in its corporate name and by its duly at year first above written.	
WITNESSES: Helen M. Harsch Knom V. Milliam By Karen S. Reynolds	NSUMERS POWER COMPANY ONSUPERS POWER COMPANY C
Karen S. Reynolds	W. L. Reid Manager of Land and Electric Right of Way
STATE OF MICHIGAN) SS. County of Jackson)	
The foregoing instrument was acknown May , 1975, by W. L. Reid Way of CONSUMERS POWER COMPANY, a Michigan communication expires	ledged before me this 21st day of Manager of Land and Electric Right of rporation, on behalf of the corporation.
	Stanley C. Kent

PREPARED BY D.R. ROOD, CONSUMERS POWER CO

STANLEY C. KETT Notary Public, Jackson County, Mich. My commission expires Nov. 29, 1978 T73-53

QUITCLAIM DEED -

THIS INDENTURE, Made this 7th day of October, 1976, Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan Lo201, (successor by merger to Consumers Power Company, a Maine corporation) first party, and

JOHN M. O'BRIEN and LOUISE M. O'BRIEN, his wife, of 230 West Shore Drive, Cadillac, Michigan 19601,

second party,

wireless sign

That first party, for and in consideration of the sum of ______ Ten Thousand Four Hundred and no/100 ______ Dollars (\$10,400.00) 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 QUITCLADS unto second party and to his heirs and assigns Forever, the following described land situate in the _______ Township ______ of ______ Filen.

County of _______ Lake ______ and State of Michigan, known and described as follows:

Government Lot No. 1 of Section 3, T20N, R13N, excepting therefrom a strip of land 132 feet in width being 35 feet distant W'ly of and 96 feet distant E'ly of the center line of Consumers Power Company's existing electric transmission line which said center line of said electric transmission line is described as follows: To find the place of beginning of said center line, commence at the Northwest corner of Government Lot No. 3 of Section 2, T20N, Rl3W, run thence N 02° 17' 45" E along the Fast line of said Government Lot No. 1, 111.99 feet to the place of beginning of said center line of said existing electric transmission line; running thence N 33° 12' 25" W, 1206.93 feet to a place of ending of said center line of said existing electric transmission line on the North line of said Government Lot No. 1; and also excepting therefrom a parcel of land in Government Lot 1 of Section 3, T20W, R12W, described as follows: To find the place of beginning of this description commence at the Northeast corner of said Government Lot 1; run thence N 88° 17' 35" Walong the North line of said government lot, 1418.82 feet to the place of beginning of this description; thence continuing N 88° 17' 35" Walong the North line of said government lot, 420 feet; thence S 01° 00' 40" W, 1082.88 feet to the South line of said government lot; thence S 87° 44' 20" E along said south line of said government lot; thence S 87° 44' 20" E along said south line of said government lot, 420.64 feet; thence N 01° 00' 40" E, 1086.94 feet to the place of beginning.

Excepting and reserving to first party, 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 Government Lot No. 1 of Section 3, T20N, R13W, along, adjoining, adjacent and measured at right angles to the NE'ly line of the strip of land 132 feet in width which is the first described exception in the above description, and standing on all that portion of a strip of land 69 feet in width which lies within Government Lot No. 1 of Section 3, T20N, R13W, along, adjoining, adjacent and measured at right angles to the SW'ly line of said strip of land 132 feet in width which is the first described exception in the above description, and also the right to re-enter upon said strips of land from time to time, to keep said strips of land clear of trees and brush.

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, setting, 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 streta underlying said land and retaking the same; a. o, saving and reserving unto first party, the right of ingress and eg ess 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 given to complete the fulfillment of a land contract between the parties hereto dated October 19, 1973, a quitclaim deed dated May 21, 1975, and describing the parcel of land which is the second exception from the description of land conveyed by the quitclaim deed herein having been given for a consideration of \$2,000.00 in partial fulfillment of said land contract and in compliance with paragraph numbered 3 in said land contract.)

Together will all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto second and assigns to the sole and only proper use, benefit and party and to his neirs heirs and assigns, Forever. behoof of second party, his 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. APPROVED AS TO FORM WITNESSES: CONSUMERS POWER COMPANY LEGAL DEPARTAN Diane M. Tyrrell G. L. Heins Executive Manager of STATE OF MICHIGAN System Planning County of Jackson

The foregoing instrument was acknowledged before me this Executive Manager of System Planning , 1976, by G. L. Heins of Consumers Power Company, a Michigan corporation, on behalf of the corporation.

My Commission expires

Stanley C. Kent Notary Public, Jackson County, Michigan

STANLEY C. KENT Notary Public, Jackson County, Mich. My commission expires Nov. 29, 1978

L124/P186

T. 73-268

QUITCIAIM DEED

THIS INDENTURE, Made this 1st day of July , 19 74 , 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 JCHN M. O'BRIEN and LOUISE M. O'BRIEN, his wife, of 230 West Shore Drive, Cadillac, Michigan 49601, second parties.

WITNESSEIH:

That the said first party, for and in consideration of the sum of Two Thousand and no/100 Dollars (\$2,000.00) to it in hand paid by second parties, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCIAIM unto the said second parties and to their heirs and assigns Forever, the following described land situate in the Township of Eden, County of Leke, and State of Michigan, known and described as follows:

The W'ly 465 feet of Government Lot 2, Section 3, T20N, R13W.

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 the said 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 said 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 given in partial fulfillment of a land contract between the parties hereto dated October 15, 1973 in compliance with Paragraph numbered 3 in said contract.

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

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

WITHESSES:

CONSUMERS POWER

STATE OF MICHIGAN) SS COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this <u>lst</u> day of <u>July</u>, 1974, by W. L. Reid, Manager of Land and Electric Right of Way of Consumers Power Company, a Michigan corporation, on behalf of the corporation.

My Commission expires

Stanley C. Kent

Notary Public, Jackson, Michigan

STANLEY C. KENT

Notary Public, Jackson County, Michigan
My Commission Expires January 31, 1975

QUISCLÁIM DEED

THIS INDENTURE, Made this lath day of October , 1976 , 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 JOHN M. O'BRIEN and LOUISE M. O'BRIEN, his wife, as tenants by the entireties, of 230 West Shore Drive, Cadillac, Michigan 49601,

second party,

WIDESSETH:

That first party, for and in consideration of the sum of Eleven Thousand	/
2nd No/100 Dollars (Si1,000.0	20,)
to it in hand paid by second party, the receipt whereof is hereby confessed and acknow	X1-
edged, does by these presents grant, bargain, sell, remise, release and forever QUITCL	UAIM
unto second party and to his heirs and assigns Forever, the following de-	1
scribed land situate in the Township of Eden .	
County of Lake and State of Michigan, known and described as follows:	

Government Lot 2, Section 3, T20N, RI3W, excepting therefrom the W'1y 465 feet thereof.

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 given to complete the fulfillment of a land contract between the parties mereto dated October 15, 1973, a quitclaim deed dated July 1, 1974 and describing the parcel of land which is excepted from the description of land conveyed by the quitclaim deed herein, having been given for a consideration of Two Thousand and No/100 Dollars (\$2,000.00) in partial fulfillment of said land contract and in compliance with paragraph numbered 3 in said land contract.)

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, said first party has caused this instrument to be executed in its corporate name and by its duly authorized representative the day and year first above written. APPROVED AS TO FORM

CONSUMERS POWER COMPANY

DRIR CONCUMBES POWER COMPANY

LEGAL DEPARTMENT

Exec Mgr of System Planning

STATE OF MICHIGAN) SS. COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this litth day of October , 1976, by G L Heins , Exec Mgr of System Planning of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

My Commission expires

Notary Public, Jackson County, Michigan

My Commission expires

STANLEY C. KENT Notary Public, Jackson County, Mich. My commission expires Nov. 29, 1978

PREPARED BY D. R. ROOD, GONSUMERS FOWER CO-212 W. MIGHIGAN AVENUE, JACKSON, MICHIGAN