

Map No. 2251
Plan A Field No.
Survey Map No.

8
Sheds
Sheds
Sheds

(By Sale No. 185-215-0; 173-51) Consumers Power Company conveyed a part of the land on the caption of this tract, excepting mineral rights and easement rights for electric transmission, as follows:

- 1. Consumers Power Company
10-19-73 Land Contract X-1
- 2. John M. O'Brien & wf.

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 No. 1 of Sec 3, T20N, R13W, exc therefrom a strip of ld 132' in width being 36' distant W'ly of and 96' E'ly of the ctr ln of CPG'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 ln 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" W 1206.93' to a place of ending of sd ctr ln of sd existing elec transmission ln on the N ln of sd Govt Lot No. 1. In the file is a Quitclaim Deed partially fulfilling the above land contract, dated 5-21-75, L 150, P 17. 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 ld 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 ld in the above desc, and standing on all that portion of a strip of ld 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 SW'ly ln of sd strip of ld 132' 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 ld from time to time, to keep sd strips of ld clear of trees and brush.

DX-1
THE DX RESERVATION ONLY PERTAINS TO THE O&P AT LIBER 139, P. 339, BELOW.

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 ld herein conveyed. FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE In the file is a Quitclaim Deed dated 10-7-76 executed pursuant to and in complete fulfillment of the terms of above Land Contract, dated 10-19-73 (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:

- 1. Consumers Power Company
10-15-73 Land Contract WX-1
- 2. John M. O'Brien & wf.

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.

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 ld herein conveyed. FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE: In the file is a Quit-Claim Deed dated 10-15-73 executed pursuant to and in complete fulfillment of the terms of the above Land Contract, dated October 15, 1973.

L 124, P 186

L 140, P 340

- 1. ALLOT Yes
- 2. D. of S. _____
- 3. TRS _____
- 4. M. of T. _____
- 5. TRS V. _____
- 6. O&P DEEDS Yes

Handwritten notes: 100/34/64, 23/13/23

NOTE #2

TITLE HISTORY

- 1. Auditor General
 - 2-2-40 5-8-45 87-437 Tax Deeds
 - 2-2-40 5-8-45 84-412 Tax Deeds
 - 2-2-40 5-8-45 87-436 Tax Deeds
 - 2-5-41 5-8-45 84-413 Tax Deeds
 - 7-16-41 5-8-45 84-414 Tax Deeds
- 2. Arthur L. Watkins & wife, Mildred L.
 - 8-7-41 5-8-45 112-131 QCD
- 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 Q.C.D.
- 5. Consumers Power Company

L130/P19

T 73-53

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 49601, second party,

WITNESSETH:

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 party, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto the said second party and to his heirs and assigns Forever, the following described land situate in the Township of Eden, County of Lake and State of Michigan, known and described as follows:

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 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 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

second party and to his heirs and assigns to the sole and only proper use, benefit and behoof of said 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 as of the day and year first above written.

WITNESSES:

Helen M. Harsch
Helen M. Harsch

Karen S. Reynolds
Karen S. Reynolds

CONSUMERS POWER COMPANY

By W. L. Reid
W. L. Reid
Manager of Land and Electric Right of Way

APPROVED AS TO FORM

D.R.R.
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

SCK

STATE OF MICHIGAN)
County of Jackson) ss.

The foregoing instrument was acknowledged before me this 21st day of May, 1975, 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
Stanley C. Kent
Notary Public, Jackson County, Michigan

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

PREPARED BY D. R. ROOD, CONSUMERS POWER CO
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

L139/P339

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 49201, (successor by merger to Consumers Power Company, a Maine corporation) first party, and

JOHN M. O'BRIEN and LOUISE M. O'BRIEN, his wife, second party,
of 230 West Shore Drive, Cadillac, Michigan 49601,

WITNESSETH:

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 acknowl-
edged, 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 Eden,
County of Lake and State of Michigan, known and described as follows:

Government Lot No. 1 of Section 3, T20N, R13W, excepting therefrom a strip of land 132 feet in width being 36 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, R13W, run thence N 02° 17' 45" E along the East 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, 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, 420.64 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, 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 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 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:

Carol J. Kielar
Carol J. Kielar

Diane M. Tyrrell
Diane M. Tyrrell

STATE OF MICHIGAN)
County of Jackson) ss.

APPROVED AS TO FORM
DER
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

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

SC
MR

The foregoing instrument was acknowledged before me this 7th day of October, 1976, by G. L. Heins Executive Manager of System Planning of Consumers Power Company, a Michigan corporation, on behalf of the corporation.

My Commission expires _____

Stanley C. Kent
Stanley C. Kent
Notary Public, Jackson County, Michigan

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

L124/P186

F. 73-268

QUITCLAIM 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 JOHN M. O'BRIEN and LOUISE M. O'BRIEN, his wife, of 230 West Shore Drive, Cadillac, Michigan 49601, second parties.

WITNESSETH:

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 QUITCLAIM unto the said second parties and to their heirs and assigns Forever, the following described land situate in the Township of Eden, County of Lake, 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 WHEREOF, 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.

WITNESSES:

Carol J. Kielar
Carol J. Kielar

CONSUMERS POWER COMPANY

M. L. Red

Manager of Lake and Electric
Right of Way

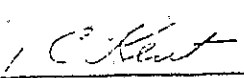
5012

RECORDED
INDEXED

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 1st day of July, 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

L140/P340

T 73-268

QUITCLAIM DEED

THIS INDENTURE, Made this 14th 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,

WITNESSETH:

That first party, for and in consideration of the sum of Eleven Thousand and No/100 Dollars (\$11,000.00) 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 Eden County of Lake and State of Michigan, known and described as follows:

Government Lot 2, Section 3, T20N, R13W, excepting therefrom the W'ly 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 hereto 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 as of the day and year first above written.

WITNESSES:

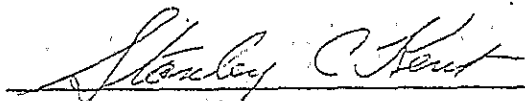
Carol J. Kjelar
Carol J. Kjelar
Diane M. Tyrrell
Diane M. Tyrrell

APPROVED AS TO FORM
DRK
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT
By G. L. Heins
G. L. Heins
Exec Mgr of System Planning
WLS/CK

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 14th 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, CONSUMERS POWER CO.
412 W. MICHIGAN AVENUE, JACKSON, MICHIGAN