

The EASTERN MICHIGAN POWER COMPANY, a corporation organized and existing under the laws of the State of Michigan, party of the first part,

C O N V E Y S A N D W A R R A N T S

to the CONSUMERS POWER COMPANY, a corporation organized and existing under the laws of the State of Maine, and duly authorized to do business in the State of Michigan, party of the second part, and to its successors and assigns, Forever, All that certain piece or parcel of land situated and being in the Township of Big Creek, County of Oscoda, and State of Michigan, known and described as follows:

All of the North half ($\frac{N}{2}$) of the Southwest quarter ($\frac{SW}{4}$) lying north of the Au Sable River, all in Section three (3), Township twenty-six (26) North, Range two (2) East.

And the said party of the first part also grants and conveys all its right, title and interest in and to the release or claim of damages contained in a quitclaim deed dated December 15, 1911, given by Elmer E. Smith and Amy Belle Smith, his wife, to said party of the first part and recorded in Oscoda County Register's office on December 16, 1911, in Liber 15 of Deeds at page 69.

For the sum of One Dollar (\$1.00), the receipt of which is hereby confessed and acknowledged.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its corporate name by its Vice President, and its corporate seal to be hereto affixed and attested by its Secretary this first day of December, 1915.

EASTERN MICHIGAN POWER COMPANY

By _____
Vice President

Attest:

Robt. Brown
Secretary

Signed, sealed and delivered
in the presence of

M. C. Gendreau
Wm. J. ...

STATE OF MICHIGAN,)
) 88.
County of Jackson,)

On this first day of December, 1915, before me appeared J. B. Foote to me personally known, who being by me duly sworn, did say that he is Vice President of the EASTERN MICHIGAN POWER COMPANY; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. B. Foote acknowledged said instrument to be the free act and deed of said corporation.

George E. Luther
Notary Public, Jackson County, Michigan.

My Commission expires Sept 6 1916

WARRANTY DEED

EASTERN MICHIGAN POWER COMPANY

to

CONSUMERS POWER COMPANY

RECORDERS OFFICE

Beards County

This instrument was presented and received for record this 22nd

2nd March A. D. 1915

recorded in Liber 17 of

on page 231 as a proper

cert was furnished in compliance

Section 3957, Compiled Laws of

George E. Luther

Notary Public

LEASE.

Eastern Michigan Power Co.,
to
Elmer E. Smith

Received for record December 18, A. D.
1911 at 4 O'clock P. M.

Laird J. Troyer,
Register.

This Contract, made and entered into this 24th, day of November
A. D. 1911, by and between the Eastern Michigan Power Company, a cor-
poration organized and existing under the laws of the State of Michigan,
with its principal office in the City of AuSable, in said State, party
of the first part, and Elmer E. Smith, of Big Creek Township, County
of Oscoda, State of Michigan, party of the second part,

WITNESSETH.

First.

The party of the first part leases to the party of the second
part, for a period of ten years commencing the 24th, day of Nov, A. D.
1911, ending the 24th, day of Nov, A. D. 1921, unless terminated as
hereinafter provided, the following pieces or parcels of land, situated,
lying and being in the County of Oscoda, State of Michigan, described
as follows, viz:

All that part of the South-east quarter (SE 1/4) of the North-west
quarter (NW 1/4) which will be flowed or flooded by reason of the
construction and maintenance of the "Mio Dam" as located and described
in the Resolution of the Board of Supervisors of Oscoda County, adopted
on May 7th, 1909, not to exceed seven (7) acres, and all of the North
Half (N 1/2) of the South-west quarter (SW 1/4) lying north of the
AuSable River, all in section Three (3) Township Twenty-six (26) North,
Range Two (2) East.

Second.

For and in consideration of the above premises, the party of the
second part agrees to pay all taxes of every kind and nature, including
both local and State taxes assessed on the above described lands for
each year during the time this contract is in effect. The party of the
second part further agrees to pay any and all of the said taxes within
one month from the time the same become due and payable and within
a reasonable time thereafter, to mail the receipts received therefor
to the said party of the first part at its principal office in AuSable,
Michigan.

Third.

The party of the second part is not to sub-let the said lands,
or any part thereof, without the written permission from the party of
the first part.

Fourth.

It is expressly understood and agreed by and between the parties
hereto, that if at any time within the period for which this contract
is made, said party of the first part, its successors or assigns, shall
desire the use and occupancy of the said lands for flowage purposes,
it or its successors or assigns may cancel this contract upon giving
six months notice of such intention to said party of second part, all
and every claim for damages for or by reason of the canceling of said
contract being hereby expressly waived.

Fifth.

The party of the second part agrees to use and occupy said lands
for farming purposes only and to keep and maintain said lands at all
times in as good a state and condition as they are at the time of the
execution of this contract.

Sixth.

It is expressly understood and agreed that default or failure
on the part of the party of the second part to perform each and every
of the premises, covenants and conditions of this contract, as herein
undertaken and promised by said party of the second part, shall cause
this contract to be forfeited and terminated, without notice to the
party of the second part.

In Witness Whereof, the said parties have hereunto set their hands
and seals this 24th, day of November A. D. 1911.

Witness.
M. E. Buchanan) As to signature Eastern Michigan Power Co., (L. S.)
E. J. Bichtel) of Eastern Mich. By W. M. Eaton, Vice Pres.
John J. Small) Power Co. Attest: (L. S.)
Annette Small) (Corporate Seal) S. E. Nolte, Assistant Secretary
As to signature Elmer E. Smith (L. S.)
of Elmer E. Smith.

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State of Michigan)
County of Wayne)ss.

On this 24th, day of November 1911, before me appeared W. M. Eaton, to me personally known, who being by me duly sworn, did say that he is the Vice President of the Eastern Michigan Power Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in the behalf of said corporation by authority of its Board of Directors and that said W. M. Eaton acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

E. Bowen, Notary Public.

My commission expires Dec. 12, 1911.

State of Michigan)
County of Oscoda)ss.

On this 15th, day of December 1911, before me appeared Elmer E. Smith, to me personally known, who acknowledged the execution of the foregoing instrument to be his free act and deed.

(Notarial Seal)

John J. Small, Notary Public.

My commission expires Sept. 12th, 1914.

State of Michigan)
County of Oscoda)ss.

I, John K. Stark, Register of Deeds of said County, do hereby certify that I have compared the foregoing copy of CONTRACT, bearing date, 24th, day of November, A. D. 1911, and recorded in the said Register of Deeds Office on the 18th, day of December A. D. 1911, in Liber 15 of Deeds, on Page 70, with the original record thereof, now remaining in this Office, and have found the same to be a true transcript thereof and of the whole of such original record.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the Register of Deeds, at the Village of Mio, Oscoda County, Michigan, this 10th, day of January A. D. 1924.

John K. Stark
Register of Deeds.

DEED

Elmer E. Smith and Amy Belle Smith, his wife, of Big Creek Township, Oscoda County, State of Michigan, parties of the first part,

CONVEY AND WARRANT

to Eastern Michigan Power Company, a corporation organized and existing under the laws of the State of Michigan, with its principal office at AuSable, in said State, party of the second part,

All those certain pieces or parcels of land, situate, being and lying in the County of Oscoda, State of Michigan, described as follows, viz:

All that part of the South East quarter (SE 1/4) of the North West quarter (NW 1/4) which will be flowed or flooded by reason of the construction and maintenance of the "Mio Dam", as located and described in the Resolution of the Board of Supervisors of Oscoda County adopted on May 7th, 1909, not to exceed seven (7) acres and all of the North half (N 1/2) of the South West quarter (SW 1/4) lying North of the AuSable river, all in Section three (3) Township twenty six (26) North, Range two (2) East, reserving and excepting all timber which may be removed before said land is flowed or flooded.

for the sum of Seven Hundred (\$700.00) Dollars, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this 15th day of December A.D. 1911.

Signed, Sealed and Delivered in the presence of :

Elmer E. Smith (L.S.)


Amy Belle Smith (L.S.)

Urrette M. Small
John J. Small

State of Michigan)
County of Oscoda) ss.

On this 15th day of December, 1911, before me appeared Elmer E. Smith to me personally known,


who acknowledged the execution of the foregoing instrument to be his free act and deed.



Notary Public
My Commission Expires
Notary Public,
My Commission Expires Sept. 12th, 1914.

State of Michigan)
County of *Oscoda*)^{SS.}

On this *15th* day of *December* 1911,
before me appeared *Lucy Bell Smith* who me personally known, who
acknowledged the execution of the foregoing instrument to be her free
act and deed.



Notary Public
My Commission expires
Notary Public,
My Commission Expires Sept. 12th, 1914.

54

DEED

ELMER E. SMITH and WIFE

to

EASTERN MICHIGAN POWER CO.

Register's Office, }
Oscoda County. }

Received for record the 18 day
of December A. D. 1911
at 4 o'clock P. M., and recorded
in Liber 15 of Deeds
on page 49

Larry E. Tracy
Register of Deeds

Elmer E. Smith and Amy Belle Smith, his wife, of Big Creek Township, Oscoda County, Michigan, parties of the first part,

RELEASE AND QUIT-CLAIM

to Eastern Michigan power company, a corporation organized and existing under the laws of the State of Michigan, with its principal office at AuSable, in said State, parties of the second part,

All damages or claims for damages on or against the following described lands, resulting through or by reason of the erection and maintenance of any or all of the dams mentioned and described in the permissions to construct the same granted by the Board of Supervisors of Oscoda County in the Resolution of said Board of Supervisors adopted on January 27th, 1909, as amended on February 20th, 1909, and in the Resolution adopted by said Board of Supervisors on May 7th, 1909, *which does not include the flooding of these of.*

The South Half (S 1/2) of the North West quarter (NW 1/4) of Section three (3), Township twenty six (26) North, Range two (2) East, Big Creek Township, Oscoda County, State of Michigan.

for the sum of One (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this *15th* day of ~~December~~ A.D. 1911.

Signed, Sealed and Delivered in the presence of :

J. B. Small

Annette W. Small

Elmer E. Smith (L.S.)

Amy Belle Smith (L.S.)

State of Michigan)
County of *Oscoda*) ss.

On this *15th* day of *December*, 1911, before me appeared *Elmer E. Smith* to me personally known, who acknowledged the execution of the foregoing instrument to be his free act and deed.

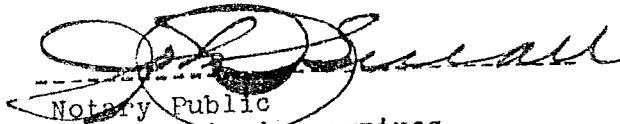
J. B. Small
Notary Public

My Commission expires
Notary Public

My Commission Expires Sept. 12th, 1914.

State of Michigan }
County of *Oscoda* } ss.

On this *5th* day of *December*, 1911,
before me appeared *Amy Bell Smith* to me personally known, who
acknowledged the execution of the foregoing instrument to be her free
act and deed.


Notary Public
My Commission expires

Notary Public,
My Commission Expires Sept. 12th, 1914.

J.E.E.V. No. 133
J.E.E.

ELMER E. SMITH and WIFE

to

EASTERN MICHIGAN POWER CO.

RELEASE

Register's Office } ss.
Oscoda County.

Received for record the 18 day
December A. D. 1911
at 9 o'clock P. M. and recorded
in Lib. 15 of Vol. 10
page 69

Lain J. Hayes
Register of Deeds

OSCODA COUNTY

ABSTRACT 230

TAX HISTORY

BIG CREEK TOWNSHIP

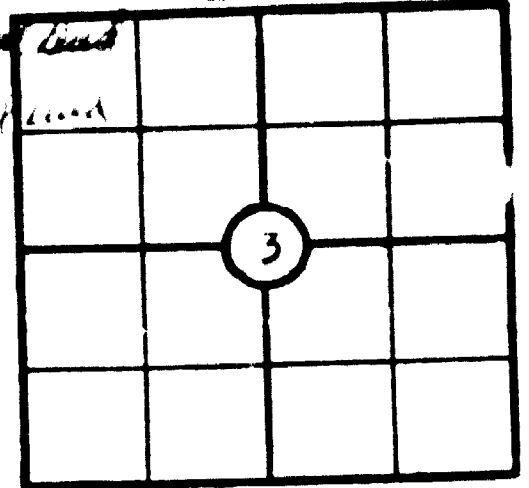
1. Elmer E. Smith & Amy Belle, his wife,
12/15/11 12/18/11 15-69
2. Eastern Michigan Power Company
12/1/15 12/27/15 15-529
3. Prudential Land Company
12/22/15 12/28/15 15-330
4. CONSUMERS POWER COMPANY

War. #132

Gen. #341

Gen. #252

T. 26 N. R. 2 E



The exclusive and perpetual right to flow with the waters of and in the Au Sable River and from any and all of its tributaries by the erection and maintenance of the Mio Dam across said River of the height and at the place mentioned in the permission to construct the same granted by the Board of Supervisors of Oscoda County to the Eastern Michigan Power Company, its successors and assigns, over and upon

the N $\frac{1}{2}$ of SW $\frac{1}{4}$ lying N of Au Sable River, Section 5.

Consideration paid Smith, \$700.00 for the above and other land.

OSCODA COUNTY

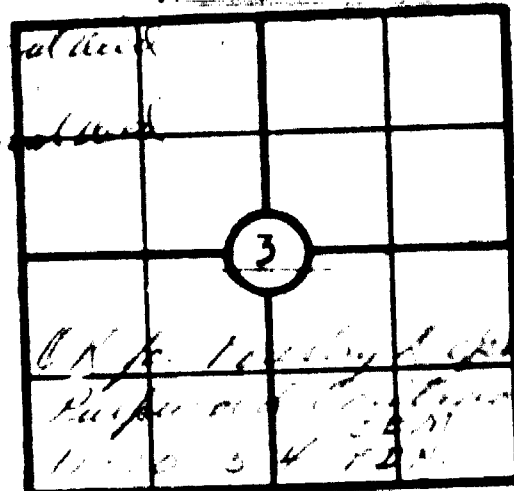
ABSTRACT # 280

TAX HISTORY

BIG CREEK TOWNSHIP

- | | | | | | |
|--|----------|----------|--------|-------|---------------------|
| 1. Elmer E. Smith & Amy Belle, his wife, | 12/15/11 | 12/15/11 | 15-69 | \$132 | Mar. |
| 2. Eastern Michigan Power Company | 12/1/15 | 12/27/15 | 15-329 | \$341 | Mar. <i>General</i> |
| 3. Prudential Land Company | 5/9/17 | 5/21/17 | 15-426 | \$251 | Mar. <i>General</i> |
| 4. CONSUMERS POWER COMPANY | | | | | |

T. 26 N R. 2 E



All that part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ which will be flowed or flooded by reason of the construction and maintenance of the "Mio Dam", as located and described in the Resolution of the Board of Supervisors of Oscoda County adopted on May 7, 1909, not to exceed 7 acres; and

all of the N $\frac{1}{2}$ of SW $\frac{1}{4}$ lying N of the Au Sable River,

all in Section 3, reserving and excepting all timber which may be removed before said land is flowed or flooded.

40 YR. AFF'T.
RECORDED 1956

Consideration paid Smith, \$700.00.

By warranty deed dated Dec. 22, 1915, recorded Dec. 26, 1915 in Liber 15, page 350, Prudential Land Company conveyed to Consumers Power Company, the exclusive and perpetual right to flow with the waters of and in the Au Sable River and from any and all of its tributaries by the erection and maintenance of the Mio Dam across said River of the height and at the place mentioned in the permission to construct the same granted by the Board of Supervisors of Oscoda County to the Eastern Michigan Power Company, its successors and assigns, over and upon the N $\frac{1}{2}$ of SW $\frac{1}{4}$ lying N of Au Sable River, Section 3.

Deed #251 above does not except the flowage which was previously conveyed to Consumers Power Company.

(Over)

Handwritten initials and 'LC'

Deed from Prudential Land Company to Consumers Power Company in Liber 15, page 426, says: "part of the descriptions in this paragraph described (being the above and other land) are SUBJECT to the right, title and interest conveyed by said party of the first part to said party of the second part by deed dated December 1, 1915, and recorded in Oscoda County Register's office on December 24, 1915, in Liber 15 of Deeds, at pages 327 and 328." Said deed in Liber 15, page 327, does not convey any part of the above land.

OSCODA COUNTY

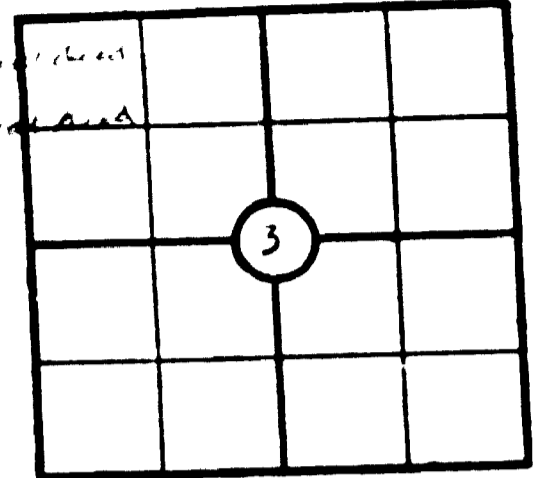
ABSTRACT # 232

TAX HISTORY

BIG CREEK TOWNSHIP

- 1. Elmer E. Smith & Amy Belle, his wife,
12/15/11 12/18/11 15-69 #132 War.
- 2. Eastern Michigan Power Company
12/1/15 12/27/15 15-329 #341 War.
- 3. Prudential Land Company
5/9/17 5/21/17 15-426 #251 War.
- 4. CONSUMERS POW

T. 26 N R. 2 E



All that part of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ which will be flowed or flooded by reason of the construction and maintenance of the "Mio Dam", as located and described in the Resolution of the Board of Supervisors of Oscoda County adopted on May 7, 1909, not to exceed 7 acres; and

all of the N $\frac{1}{2}$ of SW $\frac{1}{4}$ lying N of the Au Sable River,

all in Section 3, reserving and excepting all timber which may be removed before said land is flowed or flooded.

66 YR. AFF'D.
RECORDED 1956

Consideration paid Smith, \$700.00.

Deed from Prudential Land Company to Consumers Power Company in Liber 15, page 426, says: "Part of the descriptions in this paragraph described (being the above and other land) are SUBJECT to the right, title and interest conveyed by said party of the first part to said party of the second part by deed dated December 1, 1915, and recorded in Oscoda County Register's office on December 24, 1915, in Liber 15 of Deeds, at pages 327 and 328." Said deed in Liber 15, page 327, does not convey any part of the above land.

Handwritten initials and signature
LC

ABSTRACT *1-350*

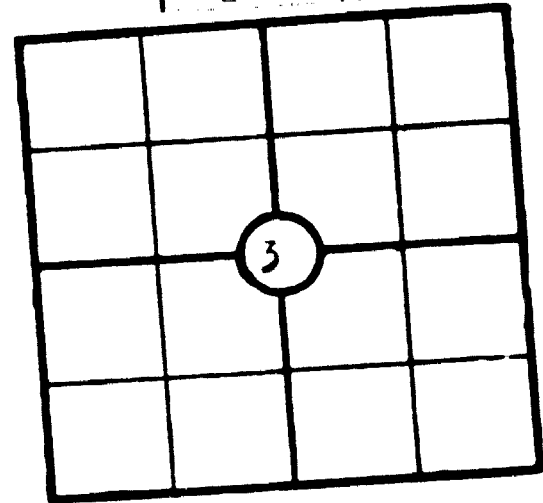
TAX HISTORY

OSCODA COUNTY

BIG CREEK TOWNSHIP

T 26 N R. 2 E

1. Elmer E. Smith and Amy Belle, his wife, Release &
 12/15/11 12/18/11 17-69 #100 Q.C.
2. Eastern Michigan Power Company War.
 12/1/15 3/22/24 17-251 #361
3. CONSUMERS POWER COMPANY



All damages or claims for damages on or against the

$\frac{3}{4}$ of $\text{NW}\frac{1}{4}$ of Section 3,

resulting through or by reason of the erection and maintenance of any or all of the dams mentioned and described in the permissions to construct the same granted by the Board of Supervisors of Oscoda County in the Resolution of said Board of Supervisors adopted on January 27, 1909, as amended on February 20, 1909, and in the Resolution adopted by said Board of Supervisors on May 7, 1909, which does not include the flooding thereof.

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ABSTRACT # 230

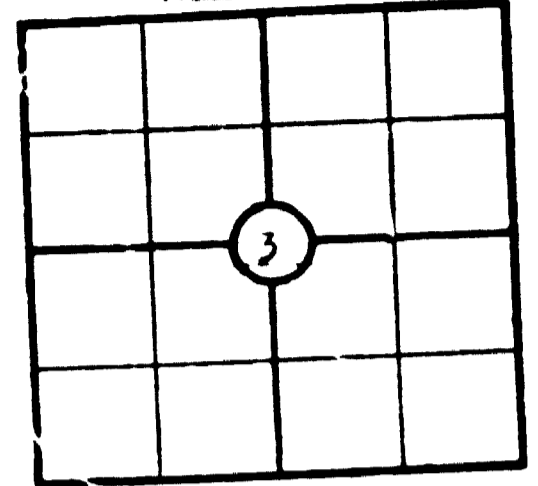
TAX HISTORY _____

OSCODA _____ COUNTY

BIG CREEK _____ TOWNSHIP

T. 26 N R. 2 E

- 1. Eastern Michigan Power Company
12/1/15 3/22/24 17-251 \$361 War.
- 2. CONSUMERS POWER COMPANY



All of the N $\frac{1}{2}$ of SW $\frac{1}{4}$, lying N of the Au Sable River, Section 3.

Note: This description was formerly conveyed by Eastern Michigan Power Company to Prudential Land Company by deed dated Dec. 1, 1915, recorded Dec. 27, 1915 in Liber 15, page 329, being Deed #341.

EASEMENT

OSCODA #39

THIS INDENTURE, Made this 12th day of August, 1997, between CONSUMERS ENERGY COMPANY (formerly known as Consumers Power Company), a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201 (successor by merger to Consumers Power Company, a Maine corporation), Grantor, and LARRY D SAWYER and MARCIA A SAWYER, husband and wife, 5940 Janelynn Drive, Whitehouse, Ohio, 43571, Grantees,

WITNESSETH:

Grantor, for and in consideration of the sum of \$500.00 to it in hand paid by Grantees, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto Grantees and to their heirs and assigns, Forever, the easement and right for building encroachment purposes on, over, under, along and across that certain piece or parcel of land situate in the Township of Big Creek, County of Oscoda and State of Michigan, known and described as follows:

A parcel of land located in the Northwest 1/4 of the Southwest 1/4 of Section 3, T26N, R2E, described as commencing at the West 1/4 corner of said section; thence N 90°00'00" E, 648.03 feet, along the East and West 1/4 line of said section, to the Point of Beginning of this description; thence due South 2.0 feet; thence N 90°00'00" E, 29.00 feet, parallel with the East and West 1/4 line of said section; thence due North 2.0 feet to a point on the East and West 1/4 line of said section and thence S 90°00'00" W, 29.00 feet, along said East and West 1/4 line, to the Point of Beginning.

This easement is granted by Grantor and accepted by Grantees upon the following express terms, conditions, reservations and exceptions:

1. No additions or improvements, other than normal maintenance, shall be made by Grantees, their heirs or assigns, on that portion of said building that encroaches onto Grantor's property.

2. Should the encroachment ever be removed from Grantor's property, either by Grantees, their heirs or assigns, or by destruction by fire or an act of God, this easement shall revert to Grantor within 90 days of such removal or destruction. Grantees, their heirs and assigns, shall notify Grantor of said removal or destruction within 30 days of same. This notification shall be made, in writing, to Consumers Energy Company, Director of Hydro Operations, 33Q Chestnut Street, Cadillac, Michigan 49601 [616-779-5504]. Within 60 days of the date of said notification, Grantees, their heirs or assigns shall restore the easement property to the satisfaction of Grantor's Hydro Operations Department. If, after inspection by Hydro Operations, the work is not to its standard, Grantees, their heirs and assigns agree to reimburse Grantor for any restoration work performed by Grantor.

3. In case Grantor, its successors and assigns, shall find it necessary to incur any additional expense by reason of the location of said building encroachment upon said premises, Grantees shall thereupon reimburse Grantor, its successors and assigns, for such additional expense so incurred.

4. This instrument is entered into and granted by Grantor subject to any licenses, leases, easements or other interests in land heretofore granted by Grantor or its predecessors in title on said premises, and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title, including but not limited to a license to Grantees for building encroachment. Grantees shall secure all necessary consents and permits from such licensees, lessees and the owners of such outstanding interests prior to performing maintenance on, making repairs to or removal of that portion of the building that encroaches onto Grantor's property.

5. It is understood by Grantees that all or a portion of the easement herein granted lies within the boundaries of the Mio Project, Federal Power Commission (Federal Energy Regulatory Commission) Project No. 2448. Grantees covenant and agree that the use of the easement herein granted shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, in accordance with Paragraph (C) of the Federal Power Commission's Order No. 313, issued December 27, 1965 (34 FPC 1546, 1549). This easement is also granted subject to the condition that Grantees' use of the premises shall not adversely affect the environmental qualities, including aesthetic values, of the area. Grantees specifically acknowledge that any breach of the aforesaid covenant or condition or of any other covenants or conditions set forth in this instrument shall be sufficient cause for Grantor, its successors or assigns, in addition to any other rights or remedies it or they may have, to terminate all of the rights and interests herein granted by written notice to Grantees, whereupon all such rights and interests herein granted shall revert to and revest in Grantor, its successors and assigns.

6. Grantor expressly reserves the right to flow the herein described premises by or as a result of the existence, operation and/or breaking of Grantor's dams located upstream or downstream from said premises, without regard to (or assumption by Grantor of any liability for) any damage or other impact that same may have on the building encroachment or related improvements thereunder.

7. Grantees will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees, for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the use and occupancy of said premises or the exercise of the rights and privileges hereby granted. The provisions of this paragraph shall apply to each and every such injury, death, loss and damage, however caused, whether due, or claimed to be due, to the negligence of Grantees, the negligence of Grantor, the negligence of Grantor and the negligence of Grantees, the negligence of any other person, or otherwise; provided, however, Grantee shall not be required to indemnify Grantor for such injury, death, loss or damage caused by Grantor's sole negligence.

8. It is expressly understood that Grantees will at all times keep and maintain the premises in a clean and sanitary condition and shall comply with all laws, rules and regulations of the United States or its agencies or the laws, rules and regulations of this state, or any regulatory body of the United States or of the State of Michigan, or of any other governmental or governing body which may now or hereafter have jurisdiction over the subject matter which are now or may hereafter be made effective while this easement remains in effect. Without limiting the generality of the foregoing, it is

expressly agreed that Grantees shall not dispose or suffer to be disposed of any waste material whatsoever upon the premises without the prior written consent of Grantor and shall not, without the prior written consent of Grantor, store, use or maintain, or suffer to be stored, used or maintained, upon the premises any material which is or may be or become hazardous to human health or the environment or the storage, treatment or disposal of which is regulated by any governmental authority. The granting or withholding of any consent of Grantor under the terms of this paragraph shall be within the sole discretion of Grantor, and Grantees shall, when requested by Grantor, promptly give to Grantor any information required by Grantor concerning products, substances or processes used, stored, maintained or undertaken by Grantees or on their behalf or with their approval upon said premises. Grantees agree to indemnify and hold Grantor, its successors and assigns, harmless from all loss and expense as a result of the failure of Grantees, their agents, contractors, employees and invitees to comply with the terms of this paragraph.

9. The benefits herein shall accrue to and the obligations hereof shall bind the successors and assigns of the respective parties.

10. The acceptance of this instrument by Grantees shall be deemed an acceptance of the terms and conditions of this grant.

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

IN WITNESS WHEREOF, Grantor 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:

Sue E Rakowski
Sue E Rakowski
Karen S Malewitz
Karen S Malewitz

CONSUMERS ENERGY COMPANY

By: Judy M Schultz
Judy M Schultz
Its Real Estate and Facilities Planning
Assistant Manager

APV'D AS TO FORM
WAS

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 12th day of August, 1997, by Judy M Schultz, Real Estate and Facilities Planning Assistant Manager, of CONSUMERS ENERGY COMPANY, a Michigan corporation, on behalf of the corporation.

Sue E Warren
Sue E Warren Notary Public
 Jackson County, Michigan
My Commission Expires October 16, 1998

Prepared by:
Wendy A. Spickard (P53792)
Consumers Energy Company
212 West Michigan Avenue
Jackson, Michigan 49201