

Oscoda #17

R.M. #99-2

294-DX318-2

QUITCLAIM DEED

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THIS INDENTURE, Made this 2 day of September, 1998 Between CONSUMERS ENERGY COMPANY (formerly known as Consumers Power Company), a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation), Grantor, and THE GREAT LAKES FISHERY TRUST LANDS CORPORATION, a Michigan non-profit corporation, 600 West St Joseph, Suite 10, Lansing, Michigan 48933, 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 grant, bargain, sell, remise, release and forever QUITCLAIM unto Grantee and to its successors and assigns, forever, land in the Townships of Big Creek and Mentör, County of Oscoda and State of Michigan described in Exhibit A which is attached hereto and made a part hereof.

Grantor also conveys any and all rights and interests it has as Lessor to any leases currently active on the land herein conveyed.

Excepting and reserving to Grantor, its successors and assigns, all oil, gas and associated hydrocarbon substances in and under said land and the exclusive right to store, re-store and protect oil, gas and associated hydrocarbon substances in the subsurface strata underlying the land. Grantor, its successors and assigns may request of Grantee the right to enter upon said lands for the purpose of (i) exploring for, mining, taking, storing, processing, making merchantable, transporting and removing said oil, gas and associated hydrocarbon substances, and (ii) storing, restoring and protecting oil, gas and other hydrocarbon substances in the subsurface strata and taking and retaking same from storage. Grantee will not unreasonably or arbitrarily withhold such permission.

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Saving, excepting and reserving to Grantor, its successors and assigns, the following EXCLUSIVE easements in, over, across and under the land described in Exhibit B, attached hereto and made a part hereof: 1) to enter upon the said land; 2) to construct, operate, repair, inspect, replace, improve, enlarge and remove existing and future electric facilities located on said land, including but not limited to electric substations, overhead and/or underground lines consisting of towers, pole structures, poles, or any combination of same, with wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices for the purpose of transmitting and distributing electricity; 3) to construct, operate, repair, inspect, replace, improve, enlarge and remove existing and future communications facilities located on said land, including

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but not limited to overhead and/or underground lines consisting of towers, pole structures, poles or any combination of same, with wires, cables, fiber optic cables and other fixtures and appurtenances for the purpose of conducting a communication or related business; and 4) to cut, trim, remove, destroy or otherwise control any trees and brush located on said land which may, in the opinion of Grantor, interfere or threaten to interfere with or be hazardous to the above described existing and future facilities.

It is intended hereby to reserve the above described easements EXCLUSIVE of any person or entity except Grantee itself and in the even that Grantee wishes to grant an interest in the land, other than a conveyance of the entire fee interest, Grantee must secure Grantor's PRIOR written consent to any such grant and Grantor may give such consent in its sole discretion and attach any conditions to such consent. DT

Grantee agrees that no buildings or other structures will be erected on said land and no materials, supplies, substances or equipment shall be placed or stored upon said land. Grantee shall secure Grantor's PRIOR written consent for any roads, irrigations systems or any other use of said land that may affect Grantor's reserved rights hereunder and Grantor may give such consent in its sole discretion and attach any conditions to such consent. DT

Further saving, excepting and reserving to Grantor, its successors and assigns, the easement and right to enter upon the land described in Exhibit C, attached hereto and made a part hereof, and to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove existing and future electric facilities, consisting of poles, pole structures, wires, cables, conductors, braces, guys, anchors, transformers, conduits, manholes and other fixtures and appurtenances and lateral lines for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across said land, including all public highways upon or adjacent to said land. DT RDX

Grantee shall not erect or construct any buildings or other structures under or over said facilities or within such proximity thereto that, in the opinion of Grantor, its successors and assigns, may interfere or threaten to interfere with or be hazardous to the construction, operation or maintenance of said facilities. DT

Also saving, excepting and reserving to Grantor, its successors and assigns, the easement and right to trim, remove, destroy or otherwise control any trees and brush that, in the opinion of Grantor, its successors and assigns, may interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said existing or future electric lines. DT

Also excepting and reserving to Grantor, its successors and assigns, easements for roadway purposes across certain of the lands herein conveyed, said easements being more particularly described in Exhibit D which is attached hereto and made a part hereof. WT

Nonuse or a limited use of the easements by Grantor hereby reserved shall not prevent Grantor from later making use of the easements to the full extent herein stated. No delay or omission by Grantor to enforce its rights hereunder shall be held to cancel same or be considered as a waiver thereof.

Grantor conveys the subject property, as described in Exhibit A, to Grantee subject to the provisions of that certain document entitled "Declaration of Restrictions", recorded in Liber 116 at Page 42, Oscoda County Records.

**NOTICE UNDER MCL 560.109:** This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Grantor grants to Grantee the right to make the number of divisions of the land hereby conveyed, under section 108 of the Land Division Act (1967 PA 288), MCL 560.108, as is stated in Exhibit A.

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

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:

CONSUMERS ENERGY COMPANY

Russel A. Barrette  
Russel A. Barrette

By Kenneth C. Emery Jr.  
Kenneth C. Emery Jr.

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TMB

Janice E. Stellute  
Janice E. Stellute

Its Vice President - Operations Services

APV'D AS TO FORM  
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STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF JACKSON )

The foregoing instrument was acknowledged before me this 2 day of September, 1998, by Kenneth C. Emery Jr., Vice-President, Operations Services of CONSUMERS ENERGY COMPANY, a Michigan corporation, on behalf of the corporation.

Russel A. Barrette  
Russel A. Barrette Notary Public  
Cheboygan ~~Jackson~~ County, Michigan  
Acting In Jackson County, Michigan  
My Commission Expires 12-1-2000

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

Grantor grants to Grantee the right to make all divisions of Parcel #24 as permissible under the Land Division Act, 1967 PA 288.

Parcel #25

The Northeast 1/4 of the Southwest 1/4 of Section 26, T26N, R2E, and The East 430 feet of the Northwest 1/4 of the Southwest 1/4 of said section, containing approximately 53 acres.

Grantor grants to Grantee the right to make all divisions of Parcel #25 as permissible under the Land Division Act, 1967 PA 288.

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EASEMENT FOR ONE EXISTING AND ONE FUTURE LINE OVER PARCELS 1 THROUGH 8 INCLUSIVE, AND OVER PARCEL <sup>26</sup> THE CENTER LINE OF THE FUTURE LINE TO BE LOCATED 100 FEET WESTERLY OF THE C/L OF THE EXISTING LINE, SAID EXISTING C/L BEING DESCRIBED AS FOLLOWS:

PARCELS 1 THROUGH 8

Description for an Electric Transmission Line Centerline on, over across and through Big Creek Township, Oscoda County Michigan, T25N R2E further described as:

To find the Place of Beginning; commence at the NW corner Section 2, Big Creek Township, Oscoda County Michigan, T25N R2E; thence along the West line of said Section 2  $S1^{\circ} 23'34''E$  2090.14 feet to the intersection of said West line and the Electric Transmission line Centerline and The Point of Beginning. Thence  $S33^{\circ} 24'54''W$  571.81 feet along said Centerline to its intersection with the East and West  $\frac{1}{4}$  line of Section 3 of said township at a point  $S88^{\circ} 34'01''W$  326.41 feet from the East  $\frac{1}{4}$  Corner thereof. Thence continuing along said centerline;  $S33^{\circ} 24'54''W$  3205.70 feet to its intersection with the South line of said Section 3 at a point  $N88^{\circ} 41'12''E$  456.41 feet from the South  $\frac{1}{4}$  Corner thereof. Thence, continuing along said centerline  $S33^{\circ} 24'54''W$  842.19 feet to a point on the North and South  $\frac{1}{4}$  line of Section 10 of said township at a point  $S 0^{\circ} 37'14''W$  692.57 feet from the North  $\frac{1}{4}$  Corner thereof. Thence continuing along said centerline,  $S33^{\circ} 24'54''W$  207.63 feet to Tower #273; thence continuing along said centerline  $S0^{\circ} 39'02''W$  3934.27 feet to Tower #274; thence continuing along said centerline  $S0^{\circ} 00'34''E$  456.70 feet to the South line of said Section 10 at a point  $S89^{\circ} 01'59''W$  109.55 feet from the South  $\frac{1}{4}$  Corner thereof. Thence continuing along said Centerline,  $S0 00'34''E$  491.0 feet to a Tower thence continuing along said centerline  $S0^{\circ} 37'07''E$  4763.46 feet to Tower #283 and the intersection of the South line of Section 15 of said Township and said Centerline at a point  $S89^{\circ} 16'29''W$  113.11 feet from the S  $\frac{1}{4}$  Corner of said Section 15. Thence continuing along said centerline  $S1^{\circ} 23'08''E$  5265.54 feet to a point on the South line of Section 22 of said township at a point  $S89^{\circ} 32'20''W$  116.20 feet from the South  $\frac{1}{4}$  Corner of said Section 22. Thence continuing along said Centerline  $S1^{\circ} 23'08''E$  205.00 feet to the Tower #289. Thence continuing along said Centerline  $S5^{\circ} 54'36''E$  1354.74 feet to its intersection with the North and South  $\frac{1}{4}$  Line of Section 27 of said township at a point  $S1^{\circ} 02'29''E$  1553.67 feet from the North  $\frac{1}{4}$  Corner of said Section 27. Thence continuing along said centerline,  $S5^{\circ} 54'36''E$  3703.27 feet to Tower #294. Thence continuing along said Centerline

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**PARCELS 1 THROUGH 8 CONT'**

S2° 01'50"E 18.90 feet to the South line of Section 27 at a point N89°27'58"E 314.64 feet from the South ¼ Corner of said Section 27. Thence continuing along said Centerline S2° 01'50"E 4390.46 feet to Tower #298. Thence continuing S5° 32'17"W 888.40 feet to the intersection of said Centerline and the South line of Section 34 of said township at a point N89°23'19"E 197.27 feet from the South ¼ Corner of said Section 34 and the Point of Ending of this description.

**PARCEL 25**

The centerline of an existing 345kV electric transmission line across a portion of the northwest 1/4 of the southwest 1/4 of Section 26, T26N, R2E, Big Creek Township, Oscoda County, Michigan, described as follows:

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To find the point of beginning commence at the west 1/4 corner of said section; thence N 89° 40' 21" E, along the east and west 1/4 line of said section 1209.34 feet to the centerline of said electric transmission line and the point of beginning for this description; thence S 00° 30' 56" E, parallel with and 115 feet west of the west 1/8 line of said section, as measured at right angles, 1333.37 feet to the south 1/8 line of said section and the point of ending for this description.

NOTE: Bearings are based on the west line of Section 26 from the southwest corner to the west 1/4 corner assumed as N 00° 26' 30" W.

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