	FORM	NO.	1042	2M-6-43
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MAPPED AND CHECKED

## CONSUMERS POWER COMPANY

TRACT 303.2-D318-4 MAP

formerly 21-B2

CCOUNT	NO	
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	ACCOUNT	NO	
LOCA Michigan   Oscoda STATE COUNTY 11   T 26 N   R 2 E   SECTION TOWN RANGE	ATION Big Creek I TOWNSHIP MUNICIPALITY 40 Acres	Image: State of the state	ABSTRACT NO.
The Northeast one- North, Range two (2) East.	$\mathbf{Q}$ quarter (NE <sup>1</sup> / <sub>4</sub> ) of Southwest one-quarter	ESCRIPTION         ter (SW <sup>1</sup> / <sub>4</sub> ) of Section eleven (11), Township twenty-six (26)         PALT OF THE ABOVE         40 YR. AFF'T.         RECORDED 1956         FOR SALE OF/LAND	]

### CONDITIONS-RESTRICTIONS-LIMITATIONS

By General Deed dated Dec. 22, 1915, recorded Dec. 28, 1915, in Liber 15, page 330, 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 sd river of the height & 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 & assigns, over and upon the NEL of  $SW_{h}^{1}$  of Section 11.

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

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 & other 1d) are SUBJECT to the right, title & interest conveyed by sd party of the 1st party to sd party of the 2nd part by deed dated Dec. 1, 1915 & recorded in Oscoda Co. Register's office on Dec 24, 1915 in Liber 15 of Deeds, at pages 327 & 328." Sd deed in Liber 15, page 327, does not convey any part of the above land.

DATE JOURNAL ENTRY		ITEMS OF COST		AMOUNT	TRANSFERS	BALANCE	
Oct 1941 Dec 1963	212 755	Original Cost (See Volume IR 2, Exhibit 27a, Working Papers) M.P.S.C. Land Audit Adj, JE-2	\$	1,198 55	\$ (307 23)	\$1,198 55 891 32	
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Internet     State     State       CONVENTS     List     Ves     #263       Conversion     Ves     #264       Conversion     Ves     #264       Conversion     Ves     #264       Conversion     Ves     Ves       Title History     Note *1     Other Data and Notes       Henry Nelson Loud, widower; Geo. A. Loud and wf., Annatelle     Ves     Ves       IO-3-11 L-20-11 L-20-51 J5-328 #352 General Deed     Converted Company     IRACT TO:       I2-21-15 L2-27-15 J5-328 #352 General Deed     Ves     Ves       Prudential Land Company     J2-21-17 15-426 #251 General Deed     MINERALS       RESErvice From Sale     Ves     Ves       Not Owners Power Company     Wol Owners And Time Of Sale     Ves	ne Map	1 1			eels									· · · ·
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State of Michigan Recorded \_\_\_\_\_ Day of County of Oscode & Left 1 AD, 1986 at 9:32 O'Clock A. M. In fiber 152 of Misc on page 509-Eetty R. Blamer \_\_\_\_\_ Registrar of Deeds

#### WARRANTY DEED

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Consideration, Acreage Descriptions checked

Reservation, Exception, Easement checked

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114000 VODDD CONSUMERS POWER COMPANY, a corporation organized and existing under the laws of the State of Michigan, having its principal office at 212 West Michigan Avenue, Jackson, Michigan 49201, GRANTOR, for and in consideration of the sum of TWO HUNDRED EIGHTY-THREE THOUSAND AND NO/100 DOLLARS (\$283,000.00), received to its full satisfaction, does by these presents CONVEY AND FOREVER WARRANT UNTO THE UNITED STATES OF AMERICA, Washington, D.C., and its assigns, GRANTEE, certain tracts of land with all appurtenances thereunto belonging or in anywise appertaining, situate in the Township of Big Creek, County of Oscoda, State of Michigan, said lands hereby conveyed being more particularly described in Exhibit "A" attached hereto and made a part hereof, and said lands containing in aggregate 665.38 acres, more or less.

SUBJECT TO easements, if any, for established or existing roads, highways, railroads, and utilities to include those rights set forth in the instrument recorded in Liber 94, Page 307 of the Oscoda County, Michigan records.

SUBJECT ALSO TO minerals and mineral rights and rights of ingress and egress outstanding of record in the State of Michigan as set forth in the instrument recorded in Liber 9X, Page 618 of the Oscoda County, Michigan records, said outstanding rights affecting <u>only</u> those lands described in Exhibit "B-2" attached hereto and made a part hereof.

RESERVING TO Grantor, its successors and assigns, the right to flow those lands described in Exhibit "A" which are adjacent to the AuSable River, together with the right to fluctuate or otherwise affect the flow of water in said river by the normal operation and maintenance of any dam or dams of Grantor in said river, the exercise of said reservation as it pertains to Exhibit "A" lands being subject, however, to the terms, conditions, provisions, and

LIBER 153 PAGE 509

I hereby certify that for the five years preceding date of said instrument there are no tax liens or titles held by the State for any unpaid taxes, except such as may be in the process of collecting.

Valher

12/301926 Mia, Mich.

Oscoda County Treasurer

limitations of the "Order Issuing License (Major)" of the United States of America, Federal Power Commission (Federal Energy Regulatory Commission) now pertaining to Project No. 2448 (Mio Dam) and, to the extent they may be determined applicable, subject also to the Rules and Regulations of the Secretary of Agriculture dated August 5, 1938, a copy of which is attached hereto and made a part hereof as Exhibit "D".

RESERVING ALSO TO the Grantor, its successors or assigns, all oil, gas, and associated hydrocarbon substances in and under the lands described in Exhibit "B-1", together with the right to enter upon said lands and to prospect for, mine, and remove said oil, gas, and hydrocarbon substances, Forever, subject to the Rules and Regulations of the Secretary of Agriculture, dated April 30, 1963, a copy of which is attached hereto and made a part hereof as Exhibit "C".

RESERVING ALSO TO the Grantor, its successors or assigns, Forever, subject to the Rules and Regulations of the Secretary of Agriculture, dated August 5, 1938, a copy of which is attached hereto and made a part hereof as Exhibit "E", the easement and right to construct, erect, lay and maintain one or more lines consisting of 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 certain strips of land 30 feet in width over a portion of the premises herein conveyed, said strips being described in Exhibit "F" attached hereto and made a part hereof, with full right and authority to Grantor, its successors, licensees, lessees, or assigns, and its and their agents and employees, subject to said Rules and Regulations set forth at Exhibit "E", to enter at all times upon said strips of land for the purpose of patrolling, constructing, repairing, removing, replacing, improving, enlarging, and maintaining such wires, cables, conduits, structures, towers, poles and other supports with all necessary braces, guys, anchors, manholes, and transformers and stringing thereon, and supporting and suspending therefrom lines of wire, cables, or other conductors for the transmission of electrical energy and/or communication, and also the right to cut, trim, remove, destroy, or otherwise control all trees and brush growing upon said 30-foot wide strips of land which may, in the opinion of Grantor, interfere or threaten to interfere with or be hazardous to

the construction, operation, and maintenance of said lines. No buildings or other structures will be placed on said strips of land without the written consent of Grantor. Limited use of a part of the easement area reserved by the Grantor and occupied by Grantor's distribution line facilities shall not constitute abandonment as to any unused portion of said easement area which is situated within the easement boundaries and located to either side of that portion of said easement area occupied by Grantor's distribution line facilities.

-3-

The acquiring agency is the Forest Service, Department of Agriculture.

TO HAVE AND TO HOLD the said premises described at Exhibit "A" unto Grantee, its successors and assigns, to the sole and only proper use, benefit and behoof of Grantee, its successors and assigns, Forever.

IN WITNESS WHEREOF, Consumers Power Company has caused these presents to be executed in its corporate name by its duly authorized officer this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 198\_6\_\_\_.

In the presence of: Bever W L Reid

CONSUMERS POWER COMPANY ONSUMERS Vice President

(CORPORATE SEAL)

ATTEST:

LIBER 153 PAGE 511

 STATE OF
 MICHIGAN
 )

 COUNTY OF
 JACKSON
 )

23rd On this December day of **198**6 before me, a Notary Public in and for said county, personally appeared G L Heins to me duly sworn, did say that he is the Vice President of Consumers Power Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said G L Heins G L Heins , acknowledged said instrument to be the free act and deed of said corporation.

W L Reid Notary Public

(NOTARIAL SEAL)

My commission expires:

WILLIAM E. REID Notary Public, Jackson County, Mi My Commission Expires Aug. 7, 1988

This instrument was drafted by Michael J. Danaher, Attorney, Office of General Counsel, U. S. Department of Agriculture, Milwaukee, Wisconsin, and B. E. Hagen, Supervisory Attorney, Consumers Power Company.

LIBER 153 PAGE 512

#### Section 5:

The NE 1/4 of the SE 1/4 lying S and W'ly of the center thread of the Au Sable River.

Section 10:

Section 11:

The NE 1/4 of the NW 1/4 and the NE 1/4 of said Section 10, all lying Sily of the center thread of the Au Sable River; and also any islands or portions of islands located in the NE 1/4 of said section which lie N'ly of said center thread; except a strip of land 330 feet wide across the W 1/2 of Section 11, the NE 1/4 and the NE 1/4 of the NN 1/4 of Section 10 and the SW 1/4 of Section 3, T26N, R2E, the E'ly and NE'ly line of said strip being 115 feet E'ly and 115 feet NE'ly of the survey center line of an existing transmission line, described as follows: To find the place of beginning of this description, commence at the SW corner of said Section 11, run thence N 89 58' E along the S line of said section 1,547.80 feet to the survey center line of an existing transmission line and the place of beginning of this description, thence N 0 $^{\circ}$  20' 54" W along said survey center line 2,239 feet, thence N 63° 40' 54" W along said center line 4,574 feet, thence N 43 59' 54" W along said center line approximately 2,537 feet to the S'ly bank of Hio Pond on the Au Sable River, thence continuing N 43° 59' 54" W along said center line to the center thread of said river and the place of ending of this description; and further excepting that portion of the NE 1/4 of the NM 1/4 of section 10, lying SW'ly of the previously described fee exception.

111.69

That part of the NW 1/4 and the E 1/2 of the SM 1/4 of said section 11 lying S'ly of the center thread of the Au Sable River; and also any islands or portions of islands located in the W 1/2 of said section 11 which lie N'ly of said center thread; excepting from this description a strip of land 330 feet wide across the W 1/2 of Section 11, the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 10 and the SW 1/4 of Section 3, T26N, R2E, the E'ly and NE'ly line of said strip being 115 feet E'ly and 115 feet NE'ly of the survey center line of an existing transmission line, described as follows: To find the place of beginning of this description, commence at the SW corner of said Section 11, run thence

Page 2 of 3

EXHIBIT BI

LIBER 153 PAGE 517

28.4



N  $39^{\circ}$  58' E along the S line of said section 1,547.30 feet to the survey center line of an existing transmission line and the place of beginning of this description, thence N  $0^{\circ}$  20' 54" W along said survey center line 2,239 feet, thence N  $63^{\circ}$  40' 54" W along said center line 4,574 feet, thence N  $43^{\circ}$  59' 54" W along said center line approximately 2,537 feet to the S'ly bank Mio Pond on the Au Sable River, thence continuing N 43° 59' 54" W along said center line to the center thread of said river and the place of ending of this description.

192.90

# LIBER 153 PAGE 518

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