

CONSUMERS POWER COMPANY

TRACT 04-D318-5

MAP 6

ACCOUNT NO. _____

TITLE DATA					LOCATION				
Iosco Land Company					MICHIGAN	Oscoda	Big Creek		
General Deed	NAME OF GRANTOR OR GRANTORS		21 M	416	STATE	COUNTY	TOWNSHIP	MUNICIPALITY	
KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE	SECTION	TOWN	RANGE	PLAT OR AREA	
	11-5-35	12-30-35			11	T 26 N	R 2 E	5.5 80 acres	

Formerly 1322-D145-5

LEGAL DESCRIPTION

18

All that part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 11, Township 26 North, Range 2 East, Big Creek Township, Oscoda County lying Northeasterly of a line described as commencing on the North & South $\frac{1}{4}$ line of Section 10, Township 26 North, Range 2 East, at a point 100 feet North of the North $\frac{1}{8}$ line of said section; run thence Southeasterly to a point on the East line of Section 10, 100 feet North of the East $\frac{1}{4}$ post of Section 10 and extending Southeasterly in a straight line to the West $\frac{1}{8}$ line of Section 11, Township 26 North, Range 2 East, and the place of ending of said line. Containing approximately 5.5 acres.

This is a partial transfer of tract W-5 of the above Section, Town and Range.

SEE NOTE# 1 PART OF THE ABOVE FOR SALE OF LAND

40 YR. AFFT.
RECORDED 1973
39

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE

MAPPED AND CHECKED

NOTE #1:

CIVIL ENGINEERING MAP REFERENCES

LINE MAP NO. _____ SHEET OF SHEETS
 PLAN & PROFILE NO. _____ SHEET OF SHEETS
 SURVEY MAP NO. _____ SHEET OF SHEETS

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. ABSTRACT _____
2. OPINIONS OF TITLE _____
3. TITLE SEARCH _____
4. MORTGAGE RELEASE _____
5. TREE VOUCHERS _____
6. OTHER DOCUMENTS _____

(OSCODA Co. #15; 189.533-3)

CONVEYED <u>Part of</u>	TRACT TO:
<u>USA</u>	
BY <u>WD</u>	DEED DATED <u>12-23-86</u>

MINERALS	
RESERVED FROM SALE	<u>X</u>
NOT OWNED AT TIME OF SALE	<u>4 Leverage Rights</u>

See Original in Gen. Deed File.

TITLE HISTORY

1. Commissioner of State Land Office, St. of Mich.
2-3-12 3-2-12 9X-618 Hd.T. General Deed
2. William M. Eaton & wf., Una C.
5-5-17 5-10-17 15-414 General Deed
3. Iosco Land Company
11-5-35 12-30-35 21M-416 General Deed
4. Consumers Power Company

Oscoda 15

State of Michigan } Recorded 30th Day of
County of Oscoda } Dec. A.D. 1986 at 9:32
O'clock A. M. in Liber 153 of Misc on page 509-
523
Betty R. Blamer Registrar of Deeds

WARRANTY DEED

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.

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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 only 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

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.

1230 19 Ed Walker Coats Dep.
Mio, Mich. Oscoda County Treasurer

[Handwritten signature]

Consideration, Acreage Descriptions checked
Reservation, Exception, Easement checked

REAL ESTATE
TRANSFER TAX
3 1 1 3 0
STATE OF MICHIGAN
DEPT. OF REVENUE
TUNGHUEN
RB10596

4 8 2 8 4

1100
10000

LIBER 153 PAGE 509

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.

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 29th day of December, 1986.

In the presence of:

CONSUMERS POWER COMPANY

Beverly Wilson
Beverly Wilson

By G L Weins
G L Weins
Vice President

W L Reid
W L Reid

APPROVED AS TO FOIA
WLR
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

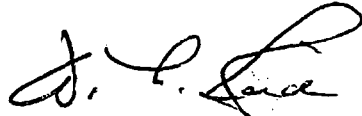
(CORPORATE SEAL)

ATTEST:

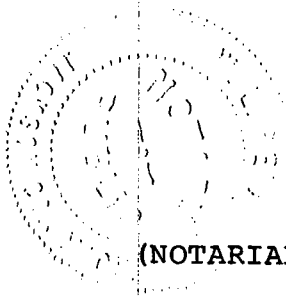
J. J. Morley
Vice Secretary

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

On this 23rd day of December, 1986,
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, 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.

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.

28.4

Section 10:

The NE 1/4 of the NW 1/4 and the NE 1/4 of said Section 10, all lying S'ly 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 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 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° 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 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; and further excepting that portion of the NE 1/4 of the NW 1/4 of section 10, lying SW'ly of the previously described fee exception.

111.69

Section 11:

That part of the W 1/2 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 the South 30 acres of the SW 1/4 of the SW 1/4 of said Section 11, and also excepting 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

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See next page for balance of desc

20
 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° 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 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.

234.6

Total Oscoda County

665.38

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