

PROPERTY TAX RECORD

GENERAL AND SPECIAL TAXES AND IMPROVEMENT ASSESSMENTS

DATE	VOUCHER	KIND	ASSESSORS VALUATION	TAX PAID	ACCOUNT	DATE	VOUCHER	KIND	ASSESSORS VALUATION	TAX PAID	ACCOUNT
GENERAL IMPROVEMENTS AND REFERENCES											
2007 Nov 04			01	\$0.00							
PLU & PWS Co.			01	\$0.00							
Survey Map No.			01	\$0.00							
DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS											
1. Abstract	Yes	#223									
2. Abstract of Title											
3. Title Search											
4. Title Abstract											
5. Title Y											
6. Other Documents											

TITLE HISTORY

- 1 Benjamin J. Watters & wf., Lucy M.
1-25-09 6-2-09 13-405 #17 W.D.
- 2 Eastern Michigan Power Company
2-14-11 2-23-11 15-24 #79 General Deed
- 3 Iosco Land Company
2-15-11 2-23-11 15-25 #82 General Deed
- 4 William M. Eaton & wf., Una C.
3-1-11 5-13-11 15-38 #85 General Deed
- 5 Prudential Land Company
12-1-15 12-24-15 15-327 #253 General Deed
- 6 Consumers Power Company

OTHER DATA AND NOTES

NOTE #1

Prudential Land Company conveyed the flowage across the land on the caption tract as follows:

1. Prudential Land Company
5-9-17 5-21-17 15-426 General Deed
2. Consumers Power Company

40 YR. APP'T.
RECORDED 1956

The exclusive & perpetual right to flow over & upon so much of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, EXCEPTING 1 acre in the SE corner of sd NE $\frac{1}{4}$ of SE $\frac{1}{4}$ heretofore deeded to Gideon Cripps, Sec. 12, with the waters of & in the Au Sable River & from any & all of its tributaries as may be flowed by the erection & maintenance of a dam across the Au Sable River at or near the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 10, T26N, R2E, Provided such flow will not raise the water in the Au Sable River immediately below the dam now being located on the land hereby conveyed above its natural state or in any manner or to any extent decrease the fall of the water in sd river over sd last mentioned dam.

NOTE #2

Consumers Power Company granted a release of right of way for highway purposes across the land on the caption of this tract as follows:

1. Consumers Power Company & Iosco Land Company
1-25-34 Release of R/W for Highway
2. People of the State of Michigan

X-3

(continued on next sheet)

NOTE #2 (CONTINUED)

FOREVER, the easement and right of way for highway purposes, on, over and along certain pieces or parcels of land situate in the Townships of Big Creek and Mentor, County of Oscoda and State of Michigan, known and described as follows, to-wit:

All those certain portions of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 12, T 26 N, R 2 E, except Blk 6 of the Vlg of Mio; the W $\frac{1}{2}$ of NW $\frac{1}{4}$ & the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec 7 & the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec 6, T 26 N, R 3 E; & more particularly desc as follows:

A strip of ld 100 ft wide measured 50 ft each way from a perpendicular to the center line of the State Trunk Line Highway M-33 as now surveyed, sd center line being desc as follows: Beg at a pt which is W 3 ft from the Section corner common to Sec 12 & 13, T 26 N, R 2 E, Big Creek Township, & Sections 7 & 18, T 26 N, R 3 E, Mentor Township Oscoda County, Michigan; th N 2°00' E 2349.70 ft to the pt of curve of a 9°30' curve to the right; th alg the arc of sd curve 299.47 ft; th N 30°27' E 353.08 ft to the pt of curve of a 2°30' curve to the left; th alg the arc of sd curve, 1578.0 ft; th N 9°00' W 2033.60 ft to the pt of curve of 1°00' curve to the right; th alg the arc of sd curve, 136.15 ft more or less to the pt of ending.

EXCEPTING AND RESERVING unto sd Grantors and to their successors & assigns forever, the right to overflow the premises hereby conveyed, and any part of the same, by the construction, operation and maintenance of any dam or dams now erected and/or to be erected upon and across the Au Sable River by either of sd grantors or their respective successors & assigns, & particularly by the erection and/or maintenance of a dam across sd river which will raise the waters thereof to a height not exceeding an elevation of 940 ft above sea level at mean tide, New York City, U.S. Geological Survey datum, and as determined at East Tawas, Michigan, in 1909.

ALSO EXCEPTING AND RESERVING unto sd Grantors & to their successors & assigns forever; the right to construct & maintain over and upon the premises hereby conveyed, transmission lines and/or distribution lines and/or telephone lines for the purpose of transmitting, conducting & distributing electricity and for communication purposes and gas lines for the transportation of gas; provided such use so reserved shall not unreasonably interfere with the use of sd premises for highway purposes; and the right to trim or remove any trees or other forest products now or hereafter growing upon sd premises which may interfere or threaten to interfere with any of sd transmission, distribution and telephone lines.

Said premises were acquired and are owned by sd Grantors in order to protect them in the full utilization of the water power now developed and to be developed by sd Au Sable River; and this conveyance is made by sd Grantors and accepted by sd Grantee with the understanding that the use & improvement of the premises conveyed, shall be so exercised and performed as not in any manner to diminish or affect the utilization as aforesaid of such water power now and hereafter developed.

This conveyance is made for the nominal consideration of One Dollar (\$1.00) and by reason thereof and to subserve the purposes aforesaid, it is subject to the following express conditions, to the terms wherof sd Grantee, for itself & its successors, by the acceptance hereof assents, to-wit:

1. That none of the rights herein reserved shall in any way become lost by non-user for any period of time.
2. That sd Grantors & each of them & their respective successors & assigns are forever released from & indemnified against any claim, liability, loss or damage to any part of the premises hereby conveyed, or to any fill, grade, approach, abutment, foundation, bridge, culvert or other structure or improvement erected or made in, along, or as a part of sd proposed r/w, which claim, liability loss or damage shall be based upon or in any way attributed to the action of the waters or ice of sd Au Sable River, or to any seepage, percolation, erosion, saturation, fluctuation of water levels, or other act of or effect produced by the waters of sd river or by the erection, operation or maintenance of a dam or dams upon & across sd Au Sable River, now or hereafter erected.
3. No trees or shrubs shall at any time be planted or otherwise grown upon the right of way hereby conveyed, and no buildings or other structures shall be erected thereon which may interfere or threaten to interfere with the exercise of the rights hereby reserved.
4. Grantee shall at its own expense remove the foundations of the old Mill Building which is located in part upon sd r/w and fill the excavation now or formerly under sd building to the level of the surrounding ld. Grantee shall also pay to Grantors upon demand the sum of \$150.00 for the purpose of reimbursing Grantors for the cost of moving a transmission line tower to some point outside the limits of the right of way hereby conveyed.

(continued on reverse side)

4. This conveyance & release is executed for the sole & only purpose of conveying to the sd grantee a r/w over the above desc lands, for public way purposes; & to permit the altering of the ~~1122' R~~ existing hwy (formerly known as "State Trunk Line Hwy No. 33-3, Section B.") now commonly designated & referred to as "State Trunk Line Hwy M-33".

5. In case the use of sd premises for public way purposes shall hereafter terminate, the title of sd premises shall thereupon revert to sd Grantors, their successors & assigns, with full rights of reentry therein.

7. All of the ld which was conveyed by the Consumers Power Co. & the Rosco Land Co. to the County of Osceola for hwy purposes by deed dated March 26, 1923 & recorded in the office of the Register of Deeds of Osceola County April 4, 1923 in Liber 17 of Misc. Records on page 184, except such portion thereof as is included in the right of way herein conveyed, shall be abandoned by Grantee and released to Grantors, their successors and assigns as soon as the construction of State Trunk Line Hwy M-33 as relocated upon the right of way herein conveyed is completed.

8. The entire cost & expense of the construction & improvement of sd highway for which a right of way is hereby conveyed shall be borne by Grantee.

NOTE #3

Consumers Power Company conveyed a part of the land on the caption of this tract excepting mineral rights and flowage rights as follows:

1. Consumers Power Company
11-28-50 Deed
2. Fred M. Avery and wife, Hortense R.

WX-3

Forever, all 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, to-wit:

A parcel of ld in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec 12, T 26 N, R 2 E, desc as beg at a pt 2043.68 ft N of the SE corner of sd Sec 12, run th W 200 ft, th N 100 ft, th E 200 ft, thence S 100 ft to place of beg.

Saving, Excepting & Reserving unto the Consumers Power Company, its successors & assigns, all minerals, coal, oil & gas lying and being on, within or under the sd ld hereinbefore desc, with full & free liberty & power to the 1st party & to its successors & assigns, lessees, agents & workmen, and all other persons by its authority or permission, whether already given or hereafter to be given, at any time & from time to time to enter upon sd ld & take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable & taking away the sd minerals, coal, oil and gas and other minerals & for storing & restoring oil, gas & minerals, in, on or under sd premises & retaking the same, together with the right to lay pipe lines on, over, under or across sd premises to or from the wells, mines or shafts sunk upon the same for the purpose of removing the oil, gas or other minerals from the premises or storing and restoring oil, gas or other minerals in, on or under sd premises & retaking the same, also Saving & Reserving unto 1st party the right of ingress & egress over & across all the above mentioned ld, also Reserving the right to sink shafts or drill for oil, gas or other minerals at any place upon sd property at any time hereafter.

Also Excepting & Reserving unto Consumers Power Company, its successors & assigns, the exclusive & perpetual right to overflow all that part of the above desc premises herein conveyed lying below an elevation of 940 ft above sea level U.S. Geological Survey Datum, mean tide New York City, together with the right to raise & lower the waters of the AuSable River & its tributaries and to wash away, deposit upon, percolate or saturate sd ld, or any part thereof, by the construction, maintenance & operation of any dam or dams across sd Au Sable River now erected or hereafter erected upstream of downstream from sd land. The rights herein reserved shall not be lost, waived or abridged by non-use or a limited use for any length of time. Fred M. Avery and Hortense R. Avery, husband & wife, their heirs & assigns, shall save said Consumers Power Company, its successors & assigns, harmless from any claims on account of damage to sd property herein conveyed, or other improvements made upon sd property growing out of the exercise of the rights hereby reserved, including damage caused by percolation, saturation or sloughing off of the soil or other support.

NOTE #4

(By Sale No. 187.199) Consumers Power Company conveyed a part of the land on the caption of this tract, excepting mineral rights and flowage rights, as follows:

1. Consumers Power Company
10-25-62 Q.C.D.
2. Earl Buck & wife, Edith

(Continued on Next Sheet)

OTHER DATA AND NOTES (Continued)

NOTE #4 (Continued)

Forever, all that certain piece or parcel of ld situate in the Twp. of Big Creek, County of Oscoda and State of Michigan, known and desc as follows:

A piece or parcel of ld in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec 12, T 26 N, R 2 E, desc as follows: To find the place of beg of this desc, begin at the SE cor of sd sec; run th N along the E line of sd sec 2,043.68 ft to the SE cor of a parcel of ld previously conveyed by Consumers Power Company to Fred M. Avery and wife, Hortense R., by a deed dated November 28, 1950; th W along the S line of sd ld previously conveyed to Avery 200 ft to the SW cor of sd ld previously conveyed to Avery and the place of beg of this desc; run th W 160 ft; th N 100 ft; th E 160ft to the NW cor of sd ld previously conveyed to Avery; th S along the W line of sd ld previously conveyed to Avery 100 ft to the place of beg;

Excepting and Reserving unto the Consumers Power Company, its successors and assigns, all minerals, coal, oil and gas lying and being on, within or under the sd ld hereinbefore desc, with full and free liberty and power to the first party and to its successors and assigns, lessees, agents and workmen, and all other persons by its authority or permission, whether already given or hereafter to be given, at any time and from time to time to enter upon sd ld and take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable and taking away the sd minerals, coal, oil and gas and other minerals and for storing and re-storing oil, gas and minerals, in, on or under sd premises and retaking the same, together with the right to lay pipelines on, over, under or across sd premises to or from the wells, mines or shafts sunk upon the same for the purpose of removing the oil, gas or other minerals from the premises or storing and re-storing oil, gas or other minerals in, on or under sd premises and retaking the same, also Saving and Reserving unto first party the right of ingress and egress over and across all the above-mentioned ld, also Reserving the right to sink shafts or drill for oil, gas or other minerals at any place upon sd property at any time hereafter;

Also Excepting and Reserving unto Consumers Power Company, its successors and assigns, the exclusive and perpetual right to overflow all that part of the above-desc premises herein conveyed lying below an elevation of 940 ft above sea level U.S. Geological Survey Datum, mean tide New York City, together with the right to raise and lower the waters of the Au Sable River and its tributaries and to wash away, deposit upon, percolate or saturate sd ld, or any part thereof, by the construction, maintenance and operation of any dam or dams across sd Au Sable River now erected or hereafter erected upstream or downstream from sd ld. The rights herein reserved shall not be lost, waived or abridged by nonuse or a limited use for any length of time. Earl Buck and Edith Buck, husband and wife, their heirs and assigns, shall save sd Consumers Power Company, its successors and assigns, harmless from any claims on account of damage to sd property herein conveyed, or other improvements made upon sd property growing out of the exercise of the rights hereby reserved, including damage caused by percolation, saturation or sloughing off of the soil or other support.

NOTE #5

(By Sale No. 187.542; T63-93) Consumers Power Company granted a release of right of way for a multiple-cable communication line across the land on the caption of this tract as follows:

1. Consumers Power Company
10-24-62
2. State of Michigan

Release of Right of Way
Multiple-cable Communication Line

Forever,

the easement and right to construct and maintain, repair and replace a multiple-cable communication line alg, upon, over, under and across a certain parcel of ld situate in the Twp of Big Creek, County of Oscoda and State of Michigan, and desc as follows:

A strip of ld 30 ft in width in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec 12,
T 26 N, R 2 E, sd strip of ld being 15 ft on each side of a ctr

(Continued on Back of Sheet)

WX-3

WX-3

X-3

line desc as beg at a pt on the S line of sd $\frac{1}{4}$ of the $\frac{1}{4}$ of sd sec, 20 ft distant W of the ctr line of Vine St., so called, being a street in the recorded Plat of the Village of Mio; run th N 100 ft; th NE'ly in a straight line to a pt which is 35 ft distant W of the NW cor of Block 6 of sd Plat of the Village of Mio; th E parallel with the N line of sd Block 6 of sd Plat of the Village of Mio and sd E line extended to a pt of ending on the $\frac{1}{4}$ line of sd sec.

The r/w hereby conveyed and released is for the sole and only purpose of locating and establishing alg, upon, over, under and across sd above-desc premises a multiple-cable communication line. It is understood that the sd multiple-cable communication line will be buried not less than 2 ft nor more than 4 ft below the existing surface of sd ld.

This release is executed by Consumers Power Company and accepted by the State of Michigan (Department of Conservation) subject to the following conditions, anything in the specifications for sd multiple-cable communication line to the contrary notwithstanding, to wit:

FOR CONSIDERATION, COVENANTS AND FURTHER CONDITIONS, SEE ORIGINAL INSTRUMENT IN FILE.

NOTE #6

(By Sale No. 187.557; T63-95) Consumers Power Company granted a release of right of way for highway purposes across the land on the caption of this tract and other lands as follows:

- | | |
|---------------------------------------|-------------------------|
| 1. Consumers Power Company | Release of Right of Way |
| 3-6-63 | Highway |
| 2. Board of County Road Commissioners | |

X-3

Forever,

the easement and r/w for hwy purposes on, over, alg and across that certain piece or parcel of ld situate in the Twp of Big Creek, County of Oscoda and State of Michigan, known and desc as follows:

All that part of the $N\frac{1}{2}$ of the $S\frac{1}{2}$ of Sec 12, T 26 N, R 2 E, lying W of the E line of Vine St., so called, sd Vine Street being a street in the recorded plat of the Village of Mio; excepting therefrom all that portion of the following desc parcel of ld heretofore conveyed by Consumers Power Company to Tom L. Martin and Eleanor G. Martin, his wife, by a quitclaim deed dated March 15, 1948, which lies in the sd $N\frac{1}{2}$ of the $S\frac{1}{2}$ of sd Sec 12; Beg at the intersection of the N and S $\frac{1}{4}$ line with the S, E and W $1/8$ line of Sec 12, T 26 N, R 2 E; run th E alg sd S, E and W $1/8$ line 264 ft; th N 100 ft; th W'ly to a pt on the N and S $\frac{1}{4}$ line of sd sec 140 ft N of the place of beg; th continuing on the last desc course 31 ft; th S'ly to a pt 52 ft W and 120 ft S of the place of beg; th E 52 ft to the N and S $\frac{1}{4}$ line of sd sec; th N 120 ft to the place of beg.

Sd hwy is to be 66 ft wide being 33 ft on each side of a ctr line desc as follows: Comm at a pt on the S, E and W $1/8$ line of Sec 12, T 26 N, R 2 E, 100 ft W of the S $1/8$ post on the N and S $\frac{1}{4}$ line of sd sec; run th N $17^{\circ} 42' 50''$ E 9.3 ft; th N $13^{\circ} 51' 20''$ E 149.3 ft; th alg the arc of a 30° curve to the right 224.3 ft; th N $81^{\circ} 9' 20''$ E 510.4 ft; th S $88^{\circ} 22' 40''$ E 292.6 ft; th alg the arc of a 10° curve to the right 213 ft; th S $67^{\circ} 4' 40''$ E 514.6 ft; th alg the arc of a 40° curve to the right 157.1 ft to a pt on the S, E and W $1/8$ line of sd sec at Vine Street approximately 330 ft E of the ctr of the $SE\frac{1}{4}$ of sd sec.

This conveyance is made subject to the following express conditions, reservations and exceptions, to wit:

FOR CONSIDERATION, COVENANTS AND FURTHER CONDITIONS, SEE ORIGINAL INSTRUMENT IN FILE.

NOTE #7 (By Sale No. 187.377-7; T64-238) Consumers Power Co granted a rel of r/w for hwy purposes across the ld on the cap of this tract as follows:

- | | | |
|------------------------------------|------------|-----|
| 1. Consumers Power co. | | |
| 5/18/70 | Rel of R/W | X-3 |
| 2. Board of Co. Road Commissioners | Hwy | |

Forever, the esmt and r/w for the purpose of the extension of two streets as hereinafter desc on, over, alg, and across that certain piece or pcl of ld situate in the Twp of Big Creek, Co of Oscoda and State of Mich, known and desc as follows:

All that part of the $N\frac{1}{2}$ of the $S\frac{1}{2}$ of Sec 12, T26N, R2E, lying W of the E ln of Vine St, so called, sd Vine St being a street in the recorded plat of the Vil of Mio; exc therefrom all that portion of the following desc pcl of ld heretofore conveyed by CPCo to Tom L. Martin and Eleanor G. Martin, his wife, by a QCD dated 3/15/48, which lies in the sd $N\frac{1}{2}$ of the $S\frac{1}{2}$ of sd Sec 12: Beg at the intersection of the N and S $\frac{1}{4}$ ln with the S, E and W $1/8$ ln of Sec. 12, T26N, R2E; run th E alg sd S, E and W $1/8$ ln 264'; th N 100'; th W'ly to a pt on the N and S $\frac{1}{4}$ ln of sd sec 140' N of the pob; th cont on the last desc course 31'; th S'ly to a pt 52' W and 120' S of the pob; th E 52' to the N and S $\frac{1}{4}$ ln of sd sec; th N 120' to the pob.

The extension of one of sd streets is to be 66' in width, being 33' on each side of a ctr ln desc as follows: Beg at the SE cor of the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of sec 12, T26N, R2E, which pt is also on the E'ly ln of Balsam St in Azer's Third Addn to the Vil of Mio, according to the recorded plat thereof, and run th N'ly alg the E'ly ln of sd $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of sd sec to a pt on the S'ly ln of the hwy r/w granted by first party herein to second party herein by an esmt dated 3/6/63.

The extension of the other of sd streets is to be 66' in width, being 33' on each side of a ctr ln desc as follows: Beg at the place of intersection of the ctr ln of Pine St, so called, in the Plat of Azer;s Third Addn to the Vil of Mio, according to the recorded plat thereof, with the S $1/8$ ln of Sec 12, T26N, R2E, which sd place of intersection is 552.8' distant W'ly of the SE ln of the hwy r/w granted by first party herein to second party herein by an esmt dated 3/6/63.

This conveyance is made subj to the following express conditions, reservations and exceptions to wit:

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE:

NOTE #8: (By Sale No. 189.145-6; Oscoda Co. #78-096) Consumers Power Company conveyed a part of the land on the caption of this tract as follows:

- | | | |
|---------------------------------|------|-----|
| 1. Consumers Power Company | | |
| 7-21-80 | QCD- | X-3 |
| 2. Mich. Dept of Transportation | | |

Real Estate situated in the Twps of Big Creek & Mentor, Oscoda County, State of Michigan:

PARCEL A: All that part of the following desc Tract "A" which lies E'ly of the Proposed W'ly r/w ln of Hwy M-33/M-72.

Tract A - The $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Sec 12, T26N, R2E, Big Creek Twp., Exc therefrom entire Blk 6 of the Plat of the Vlg of Mio, according to the plat thereof as recorded in Liber one of Plats on Page one of Oscoda County Records. Sd pcl does include Blks 1, 2, 3, 4 and 5 of sd plat of the Vlg of Mio. Also excepting therefrom a pcl of ld desc as beg at a pt 2,043.6 ft North of the SE cor of sd sec; th run W 360 ft; th N 100 ft; th E 360 ft; th S 100 ft to the pt of beg.

The proposed W'ly r/w ln of Hwy M-33/M-72 is desc as: To find the pl of beg of sd W'ly r/w comm at the SW cor of Sec 7, T26N, R3E, Mentor Twp; th N $89^{\circ} 51' 58''$ E, alg the S ln of sd sec 1.79 ft; th N $00^{\circ} 11' 54''$ W, 1600.00 ft to the pt of beg of sd W'ly r/w ln; th S $89^{\circ} 48' 06''$ W, 100.00 ft; th N $00^{\circ} 11' 54''$ W, 54.10 ft to the pt of curvature of a 2391.83 ft radius curve to the right; th N;ly alg the arc of sd curve, 450 ft to a pt of end.

Saving, exc and reserving to first party, its successors and assigns, Forever, all nonmetallic minerals, coal, oil and gas (but not including sand, clay or gravel). WX-3

Also exc and reserving to first party, its successors and assigns, the right to flow and damage in any manner the ld desc above as Pcl A, Pcl B and Pcl C, by the maintenance and operation of the Mio Dam in the AuSable River tog with the right to fluctuate or otherwise affect the flow of water in sd AuSable River by the operation of sd Mio Dam, and the right to flow and damage sd ld in any manner as a result of the partial or total destruction of sd Mio Dam. BX-3
FX-3

(contd).

NOTE #5
(cont'd)

First party further reserves the right to trim, cut, remove, or otherwise control any vegetation or other forest products, now or hereafter growing upon the land herein conveyed, which in the opinion of said first party may interfere or threaten to interfere with the construction and operation of power lines, pipelines and communication lines of first party.

EX-5
12-1

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.

NOTE # : (Oscoda Co #37) Consumers Energy Company conveyed a part of the land on the caption of this tract, excepting and reserving mineral rights and easement rights for electric distribution line and flowage rights, as follows:

- | | |
|---|--------------------|
| 1. Consumers Energy Company | Partial Sale - QCD |
| 4-8-1999 | |
| 2. System Capital Real Property Corporation | |

The following land in the Township of Big Creek, County of Oscoda and State of Michigan, described as:

A parcel of land in the Village of Mio, being part of the NE 1/4 of the SE 1/4 of Section 12, T26N, R2E, being more particularly described as: To find the place of beginning of this description, commence at the SE corner of said Section 12; thence N 00°11'04" W, 1335.87 feet along the East line of said section to the intersection of the centerline of vacated Fourth Street and the East line of said section; thence S 89°59'50" W, 312.84 feet along said centerline of Fourth Street to the East line of Deyarmond Street and the point of beginning of this description; thence continuing S 89°59'50" W, 66.00 feet along said vacated Fourth Street centerline to the West line of Deyarmond Street as in the recorded Plat of the Village of Mio; thence N 00°12'48" W, 296.75 feet along said West line of Deyarmond Street to the Northeast corner of Block 5 and the South line of Third Street of said plat; thence N 89°47'01" E, 66.00 feet along the South line of said Third Street to the Northwest corner of Block 6 of said plat; thence S 00°12'48" E, 297.00 feet to the point of beginning.

FX-3

Saving, excepting and reserving to Grantor, its successors and assigns, forever, that part of a 30-foot wide easement which lies within the above-described land and right to erect, lay and maintain 2 existing electric distribution lines, consisting of poles, wires, cables and conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business.

The routes to be taken by said lines of poles, wires, cables and conduits on, over, under and across said land being more specifically described as follows:

15 feet on either side of an existing line. Said line running in a NW'ly and SE'ly direction across, over, upon, under and/or adjacent to the above described land, and: 15 feet on either side of an existing line. Said line running in a NE'ly and SW'ly direction across, over, upon, under and/or adjacent to the above described land.

BX-3

Also, excepting and reserving to Grantor, its successors and assigns, the right to flow and damage said land by the operation of any dam or dams of Grantor in the AuSable River or as a result of the destruction of any of the said dams, and the right to fluctuate the water in the AuSable River and its tributaries by operation of said dams.

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.

PROPERTY TAX RECORD

GENERAL AND SPECIAL TAXES AND IMPROVEMENT ASSESSMENTS

DATE	VOUCHER	KIND	ASSESSORS VALUATION	TAX PAID	ACCOUNT	DATE	VOUCHER	KIND	ASSESSORS VALUATION	TAX PAID	ACCOUNT
GENERAL IMPROVEMENTS MAP REFERENCES											
Map No.											
Plan & Profit No.											
Survey Map No.											
DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS											
1. Abstract		Yes #222									
2. Copies of Title											
3. Title Search											
4. Mortgage - D. Case											
5. Title Vendors											
6. Other Documents											

TITLE HISTORY

- 1 See Note #1
- 2 Iosco Land Company
2-15-11 2-23-11 15-25 #82 General Deed
- 3 William M. Eaton and wife, Una C.
3-1-11 5-13-11 15-38 #85 General Deed
- 4 Prudential Land Company
12-1-15 12-24-15 15-327 #253 General Deed
- 5 Consumers Power Company

OTHER DATA AND NOTES

NOTE #1 Iosco Land Company acquired the land on the caption of this tract by two deeds as follows:

A. 1. Henry Nelson Loud, widower
5-31-10 6-13-10 11-617 #11 General Deed
2. Iosco Land Company

B. 1. Edward F. Loud and wife, Annabelle
George A. Loud and wf., Elizabeth G.
6-1-10 7-20-10 11-623 #12 General Deed
2. Iosco Land Company

NOTE #2 Prudential Land Company conveyed the flowage on the land on the caption of this tract as follows:

1. Prudential Land Company
5-9-17 5-21-17 15-426 #251 General Deed
2. Consumers Power Company

The exclusive & perpetual right to flow over & upon so much of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 12, T26N, R2E, with the waters of & in the Au Sable River & from any & all of its tributaries as may be flowed by the erection & maintenance of a dam across the Au Sable River at or near the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec 10, T26N, R2E, provided such flow will not raise the water in the Au Sable River immediately below the dam now being located on the ld hereby conveyed above its natural state or in any manner or to any extent decrease the fall of the water in sd river over sd last mentioned dam.

(FOR NOTE #3 SEE NEXT SHEET)

NOTE #3 Consumers Power Company granted a release of right of way for highway purposes across the land on the caption of this tract as follows:

1. Consumers Power Company
10-21-49 Release of R/W for Highway
2. Board of County Road Commissioners of Oscoda County.

X-2

Forever, the easement and right of way for highway purposes on, over and across that certain piece or parcel of land situate in the Townships of Big Creek and Mentor, County of Oscoda and State of Michigan, known and described as follows, to-wit:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec 12, T 26 N, R 2 E, & the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, T 26 N, R 3 E.

The right of way hereby conveyed comprises so much of the above desc ld as lies within the limits of a 66 foot proposed hwy (being 33 ft on each side of the center line thereof), as now staked & located over & across the sd above desc ld, the center line of sd hwy being desc as follows:

Comm at the NW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec 12, T 26 N, R 2 E, run th E alg the N 1/8 line of sd Sec 1134.8 ft to a pt 200 ft W of the E line of sd Sec, th S 42°07' E 299.1 ft to the E line of sd Sec, at a pt 223.4 ft S of sd N 1/8 line & 1095.3 ft N of the E $\frac{1}{4}$ post of sd Sec 12, th S 82°11' E 493.7 ft to a pt in the center line of State Trunk Line Highway M-33, as located across the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 7, T 26 N, R 3 E.

This conveyance is made subject to the following express conditions, reservations and exceptions, to-wit:

1. That the premises hereby conveyed shall be used solely for highway purposes, & in case such use shall cease & terminate, that title hereby conveyed shall revert to sd 1st party, its successors & assigns.
2. First party specifically reserves the right to construct & maintain over & upon the premises hereby conveyed transmission and/or telephone lines, as now or hereafter constructed, for the purpose of transmitting, conducting and distributing electricity, and for communication purposes, and gas lines for the transportation of gas; provided such use so reserved shall not unreasonably interfere with the use of sd premises for highway purposes. First party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon sd premises, which may interfere or threaten to interfere with sd transmission and telephone line or lines.
3. It is agreed no work shall be done in connection with sd highway, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Consumers Power Company as provided by sd electric transmission and telephone lines and gas lines.
4. It is agreed that any work done in connection with sd highway, either with its original construction or maintenance thereof, which necessitates working underneath or adjacent to grantor's electric or telephone lines or gas lines with machinery, shall be so restricted that no portion of sd operating machinery shall be closer to grantor's lines than 12 feet.
5. Said 2nd party agrees that it will, at all times during the exercise of the rights & privileges hereby granted, require its contractor, by appropriate and adequate insurance, to, and so far as legally permitted for itself, protect, indemnify and save sd 1st party, its successors or assigns, harmless from and against all liability, actions, claims, demands, judgements, losses, expenses of suits or actions, and attorney fees for injuries to, or death of, any persons, or loss or damage to the property of any person or persons whomsoever, including the parties hereto, and their agents, contractors, subcontractors & employees, arising in connection with, or as a direct or indirect result of, the rights and privileges hereby granted.
6. It is further agreed that the benefits hereof shall accrue to and the obligations shall bind the successors and assigns of the respective parties.