

OSCODA
T 78-096

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That

CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan,
(successor by merger to Consumers Power Company, a Maine corporation) first party,

for and in consideration of the sum of Forty three thousand sixty and no/100 - - -
- - - - - Dollars (\$43,060.00), receipt whereof is hereby acknowledged,
does hereby convey and QUITCLAIM to the MICHIGAN DEPARTMENT OF TRANSPORTATION, and
to its successors in office and assigns, second party, whose address is Lansing,
Michigan, the following described real estate situated in the Townships of
Big Creek and Mentor , Oscoda County,
State of Michigan:

Parcel A

All that part of the following described Tract "A" which lies E'ly of the pro-
posed W'ly right of way line of Highway M-33/M-72.

TRACT A - The NE 1/4 of the SE 1/4 of Section 12, T26N, R2E, Big Creek Township,
EXCEPTING THEREFROM entire Block 6 of the Plat of the Village of Mio, accord-
ing to the plat thereof as recorded in Liber one of Plats on Page one of Oscoda
County Records. Said parcel does include Blocks 1, 2, 3, 4 and 5 of said Plat
of the Village of Mio. ALSO EXCEPTING THEREFROM a parcel of land described as
beginning at a point 2,043.6 feet North of the Southeast corner of said section;
thence running West 360 feet; thence North 100 feet; thence East 360 feet;
thence South 100 feet to the point of beginning.

31-827-3
#6-48
BX WX

The proposed W'ly right of way line of Highway M-33/M-72 is described as: To
find the place of beginning of said W'ly right of way line commence at the
Southwest corner of Section 7, T26N, R3E, Mentor Township; thence N 89° 51'
58" E, along the South line of said section 1.79 feet; thence N 00° 11' 54" W,
1600.00 feet to the point of beginning of said W'ly right of way line; thence
S 89° 48' 06" W, 100.00 feet; thence N 00° 11' 54" W, 54.10 feet to the point
of curvature of a 2391.33 foot radius curve to the right; thence N'ly along
the arc of said curve, 450 feet to a point of ending.

Parcel B

All that part of the following described Tract "A" which lies between the proposed
W'ly and E'ly right of way lines of Highway M-33/M-72.

TRACT "A" - The NW 1/4 of the NW 1/4 and that part of the SW 1/4 of the NW 1/4,
lying North of the Au Sable River, Section 7, T26N, R3E, Mentor Township.

DX 4 WX
11-D103-1
37-827-2
BX 4 WX

The proposed W'ly right of way line of Highway M-33/M-72 is described as: To
find the place of beginning of said W'ly right of way line commence at the
Southwest corner of Section 7, T26N, R3E; thence N 89° 51' 58" E along the
South line of said section 1.79 feet; thence N 00° 11' 54" W, 2000.00 feet;
thence S 89° 48' 06" W, 50.00 feet to the point of beginning of said W'ly right
of way line; thence N 00° 11' 54" W, 347.20 feet to the point of curvature of
a 653.80 foot radius curve (chord definition) to the right; thence NE'ly along
the arc of said curve, 324.44 feet to the point of tangency of said curve; thence
N 28° 16' 01" E, 353.19 feet to the point of curvature of a 2242.01 foot radius
curve (chord definition) to the left; thence N'ly along the arc of said curve,
743.37 feet (chord bearing, N 18° 46' 09.52" E); thence N 82° 08' 01" W, 22.30
feet; thence N'ly along the arc of a 2166.83 foot radius curve to the left,

11-7-26

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617.36 feet (chord bearing N 03° 01' 05.64" W) to the point of tangency of said curve; thence N 11° 10' 59" W, 288.93 feet; thence N 78° 49' 01" E, 25.00 feet; thence N 11° 10' 59" W, 711.24 feet to a point of ending on the North line of said section, which said point of ending is N 89° 19' 06" E, 219.64 feet from the Northwest corner of said section.

The proposed E'ly right of way line of Highway M-33/M-72 is described as: To find the place of beginning of said E'ly right of way line commence at the Southwest corner of Section 7, T26N, R3E; thence N 89° 51' 58" E, along the South line of said section 1.79 feet; thence N 00° 11' 54" W, 1654.10 feet to the point of curvature of a 02° 30' 00" curve to the right; thence N'ly along the arc of said curve, 937.63 feet to the point of tangency of said curve; thence S 66° 45' 27" E, 100.00 feet to the point of beginning of said E'ly right of way line; thence N 23° 14' 33" E, 432.25 feet to the point of curvature of a 2391.83 foot radius curve to the left; thence N'ly along the arc of said curve, 1076.22 feet (chord bearing N 10° 21' 07.68" E); thence N 62° 11' 01" E, 55.17 feet to a point on the arc of a 2441.83 foot radius curve to the left; thence N'ly along the arc of said curve, 344.58 feet (chord bearing N 07° 08' 13.22" W) to the point of tangency of said curve; thence N 11° 10' 59" W, 438.93 feet; thence South 78° 49' 01" W, 50.00 feet; thence N 11° 10' 59" W, 524.16 feet to a point of ending on the North line of said Section 7, which said point of ending is N 89° 19' 06" E, 423.05 feet from the Northwest corner of said section.

Parcel C

Commencing at a point on the South channel bank of the Au Sable River on the West line of Section 7, T26N, R3E, Mentor Township, running thence South to a point 40 rods South of 1/4 post on the West side of said section; thence East 40 rods; thence North to the South channel bank of the Au Sable River; thence W'ly upstream along said channel bank to the place of beginning, EXCEPTING THEREFROM the South 250 feet thereof.

I

Excepting and Reserving to first party, its successors and assigns, Forever, the easement and right to construct, reconstruct, add to, modify, repair, enlarge, operate and maintain one or more underground lines consisting of underground cables, fixtures and appurtenances and/or one or more overhead lines consisting of towers, pole structures, or poles, together with wires, cables, conduits and other fixtures and appurtenances, or any combination of such underground and overhead lines or any combination of towers, pole structures and poles, for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, along, under and across the premises herein conveyed, excepting for that portion of said land above described as Parcel C which lies E'ly of a line, which said line is 100 feet distant E'ly of and measured at right angles to and parallel with the construction line of Highway M-33/M-72, which said construction line is described as follows:

The construction line of Highway M-33/M-72 is described as: Beginning at a point on the South line of Section 7, T26N, R3E, Mentor Township, which is N 89° 51' 58" E, 1.79 feet from the Southwest corner of said section; thence N 00° 11' 54" W, 1654.10 feet to the point of curvature of a 02° 30' 00" curve to the right; thence NE'ly along the arc of said curve, 937.63 feet to the point of tangency of said curve; thence N 23° 14' 33" E, 432.25 feet to the point of curvature of a 02° 30' 00" curve to the left; thence N'ly along the arc of said curve, 1377.02 feet to the point of tangency of said curve; thence N 11° 10' 59" W, 1500 feet to a point of ending;

and also the easement and right to lay, construct and maintain one or more pipelines with the usual services, valves, connections and accessories for the purpose of transmitting and distributing oil, gas and associated condensates on, over, under and across the premises herein conveyed, excepting for that portion of said land above described as Parcel C which lies E'ly of a line which said line is 100 feet distant E'ly of and measured at right angles to and parallel with said above-described construction line of said Highway M-33/M-72, provided said underground and overhead electric lines, pipelines and communication lines and facilities are so located as not to interfere with the roadway of any highway on said land at the time of the construction of such electric lines, pipelines and communication lines and facilities.

Saving, excepting and reserving to first party, its successors and assigns, forever, all nonmetallic minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the land herein conveyed and described above as Parcel A, Parcel B and Parcel C, with full and free liberty and power to the said first party, and to its successors and assigns, lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time, and from time to time, to take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the said coal, oil and gas and other nonmetallic minerals and for storing, re-storing and protecting oil, gas and nonmetallic minerals in the subsurface strata underlying said land and taking and retaking the same from wells, mines or shafts sunk upon adjoining lands or lands in the vicinity thereof. The exercise of these rights shall not interfere with, adversely affect nor impair in any way the use of the land herein conveyed for highway, road or street purposes. No wells, mines or shafts are to be placed upon the land herein conveyed. WX

Also excepting and reserving to first party, its successors and assigns, the right to flow and damage in any manner the land described above as Parcel A, Parcel B and Parcel C, by the maintenance and operation of the Mio Dam in the Au Sable River together with the right to fluctuate or otherwise affect the flow of water in said Au Sable River by the operation of said Mio Dam, and the right to flow and damage said land in any manner as a result of the partial or total destruction of said Mio Dam. V

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 electric lines, pipelines and communication lines of first party. B+

First party agrees that any construction on the premises herein conveyed, including the disposal of excavated material and backfilling of any excavations, and any tunneling for underground electric and pipeline facilities under the highway constructed on or to be constructed thereon shall be done in accordance with applicable specifications of the Michigan Department of Transportation and that all limbs, logs, stumps and litter resulting from the trimming or removal of trees on said land shall be disposed of in a manner acceptable to the District Forester, Michigan Department of Transportation.

First party further agrees as to its facilities and activities, to keep clear and open to traffic at all times without impairment of any type except as otherwise permitted by the Michigan Department of Transportation, the roadway of the highway constructed on or to be constructed upon the land herein conveyed. Temporary structures or excavations for the construction, repair or maintenance of electric and pipeline facilities may be placed on the land herein conveyed outside of said pavement and shoulders subject to the reasonable control of the Michigan Department of Transportation.

Prior to the commencement of construction, repair or maintenance of any facilities on said land, except for routine maintenance and/or inspection, first

party shall submit to the Michigan Department of Transportation, detailed plans of same for review and approval of the manner in which they relate to the safety of the public on the highway constructed on or to be constructed on said land and to the structural integrity of said highway as well as landscape appearance of the highway roadside.

II

It is understood and agreed that second party shall not change the grade of the described premises and/or change the course of the established portion of the highway once first party's electrical, pipeline and communication facilities have been established or located thereon without first giving reasonable notice thereof to first party. When requested in writing, first party shall remove its electrical, pipeline and communication facilities constructed pursuant to the easement rights herein reserved, provided that, before first party shall remove such facilities, second party shall secure and provide to first party, at no cost to first party, substitute easement rights and/or fee title right of way satisfactory to first party for said facilities, and provided further that second party shall compensate first party for all cost and expense incurred by first party as a result of the removal of its electrical, pipeline and communication facilities from the land herein described and the reconstruction of same on said substitute easement rights and/or fee title right of way. Such removal and reconstruction shall be performed within a reasonable time as first party's scheduling time permits subject to delays due to strikes, acts of God or as a result of any cause or reason beyond the control of first party.

No vegetation which will interfere with first party's facilities shall be planted or otherwise grown upon the land herein conveyed, within fifty (50) feet of either side of the said electric lines, pipelines and communication lines of first party, as now constructed. No buildings or structures other than highway pavement shall be erected thereon without the consent of first party, its successors or assigns.

III

Except in the case of emergency maintenance and repairs, first party will notify the Michigan Department of Transportation when the work will commence so that second party may have an inspector present while the work is in progress, at second party's own expense.

Anything herein to the contrary notwithstanding, it is understood and agreed that immediate entry may be made to said land as necessary for emergency maintenance and repairs to utility facilities of first party, with notice being given to the Michigan Department of Transportation as promptly as possible.

IV

It is understood and agreed that the land above described as Parcel A and Parcel C and that portion of Parcel B lying South of the North line of the SW 1/4 of the NW 1/4 of Section 7, T26N, R3E (in this Section IV referred to as "Project Lands"), lies within the boundaries of the Mio Project, Federal Energy Regulatory Commission (FERC) Project No. 2448. It is further understood and agreed:

1. That the right to use such Project Lands for all project purposes is hereby reserved to the Project Licensee of the FERC;
2. That the use of such Project Lands shall not endanger health, create a nuisance, or otherwise be incompatible

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with overall recreational use of the land and waters within the boundary of the Mio Project;

- 3. That the party to undertake any construction contemplated as a result of the conveyance of such Project Lands shall take all necessary precautions during construction and subsequent operation and maintenance to protect and enhance the environmental values of the land and waters within the boundary of the Mio Project;
- 4. That this deed is made subject to any order, regulation or rule of the FERC, or any successor agency, which is now in effect or may hereafter be made affecting such Project Lands, and second party hereby waives and releases any claim or action at law or equity that it may have against first party as the result of the compliance by first party with such order, rule or regulation.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances unto second party and to its successors and assigns to the sole and only proper use, benefit and behoof of second party, its successors and assigns, Forever.

IN WITNESS WHEREOF, first party has caused this instrument to be executed in its corporate name and by its duly authorized officer as of the 21st day of July, 1980.

WITNESSES:

Carol J. Kielar
Carol J. Kielar
Diane M. Tyrrell
Diane M. Tyrrell

CONSUMERS POWER COMPANY

APPROVED AS TO FORM

DLR
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

By G. L. Heins
G L Heins, Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 21st day of July, 1980, by G L Heins, Vice President of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

Beverly Wilson
Beverly Wilson
Notary Public, Jackson County, Michigan
My Commission expires September 20, 1982

PREPARED BY DAVID R. ROOD
CONSUMERS POWER COMPANY
212 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN

OSCODA #14

QUITCLAIM DEED

THIS INDENTURE, Made this 20th day of June, 1984, Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, (successor by merger to Consumers Power Company, a Maine corporation) first party, and

RICHARD AZER,
PO Box 458, Mio, Michigan 48647,

second party,

WITNESSETH:

That first party, for and in consideration of the sum of \$1.00 and other good and valuable consideration -----
to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto second party and to his heirs and assigns Forever, the following described land situate in the Township of Mentor,
County of Oscoda and State of Michigan, known and described as follows:

All that part of the NW 1/4 of the NW 1/4 of Section 7, T26N, R3E, lying W'ly of the W'ly line of State Trunkline Highway M-33 as described in deed dated July 21, 1980 recorded in Liber 119, Pages 344-348 of Oscoda County Records.

Excepting and reserving to first party, its successors and assigns FOREVER, the easement and right to maintain four (4) existing 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 the premises herein conveyed, including all public highways upon or adjacent to said parcel of land. LX

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

One (1) existing electric transmission line running in a NE'ly and SW'ly direction within a strip of land 200 feet in width, the center line of said strip of land being described as: To find the place of beginning of said center line, commence at the Northwest corner of Section 7, T26N, R3E, run thence S 00° 01' 09" W along the West line of said section 1358.97 feet to the place of beginning of said center line, running thence N 59° 33' 24" E, 450.85 feet to the place of ending of said center line on the West line of State Trunkline Highway M-33 as described in deed dated July 21, 1980, recorded in Liber 119, pages 344-348 of Oscoda County Records.

Also one (1) existing electric distribution line running in a N'ly and S'ly direction along the West line of said Section 7.

Also one (1) existing electric distribution line running in an E'ly and W'ly direction 450 feet distant South of the North line of said Section 7.

Also one (1) existing electric distribution line running in a NE'ly and SW'ly direction beginning 650 feet distant South of the North line of said section, running thence NE'ly to the place of ending of said line at a point on the West line of State Trunkline Highway M-33, as described in deed dated July 21, 1980, recorded in Liber 119, pages 344-348 of Oscoda County Records, which said point is 490 feet distant South of the North line of said Section 7.

With full right and authority to first party, its successors, licensees, lessees or assigns and its and their agents and employees to enter at all times upon said land for the purpose of patrolling, repairing, removing, replacing, improving, enlarging and maintaining such wires, cables, conduits and poles and other supports with all necessary braces, guys, anchors, manholes and transformers and stringing thereon and supporting and suspending therefrom lines of wires, cables or other conductors for the transmission of electrical energy and/or communication and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of first party, interfere or threaten to interfere with or be hazardous to the operation and maintenance of said lines. It is understood that no buildings or other structures will be placed under or over such facilities or within such proximity thereto as to interfere with or threaten to interfere with the operation or maintenance of said facilities. It is further understood that nonuse or a limited use of this easement by first party shall not prevent first party from later making use of the easement to the full extent herein reserved.

Also

Saving, excepting and reserving to first party, its successors and assigns, Forever, all nonmetallic minerals, coal, oil and gas (but not including sand, clay or gravel) lying and being on, within, or under the land herein conveyed, with full and free liberty and power to first party and to its successors and assigns, lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time, and from time to time, to enter upon said land and take all usual, necessary or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the said coal, oil and gas and other nonmetallic minerals and for storing, re-storing and protecting oil, gas and nonmetallic minerals in the subsurface strata underlying said land and taking and retaking the same, together with the right to lay pipelines on, over, under or across said premises from the wells, mines, or shafts sunk upon the same for the purpose of removing the oil, gas or other nonmetallic minerals from the premises or storing, re-storing and protecting oil, gas or other nonmetallic minerals in the subsurface strata underlying said land and retaking the same; also, saving and reserving unto first party, the right of ingress and egress over and across the above-mentioned land, together with the right to sink shafts or drill for oil, gas or other nonmetallic minerals at any place upon said property at any time hereafter.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto second party and to his heirs and assigns to the sole and only proper use, benefit and behoof of second party, his heirs and assigns, Forever.

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

IN WITNESS WHEREOF, first party has caused this instrument to be executed in its corporate name and by its duly authorized officer as of the day and year first above written.

WITNESSES:

Sherrie L Campbell
Sherrie L Campbell

Robert J Cook
Robert J Cook

CONSUMERS POWER COMPANY

APPROVED AS TO FORM

DRR

CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

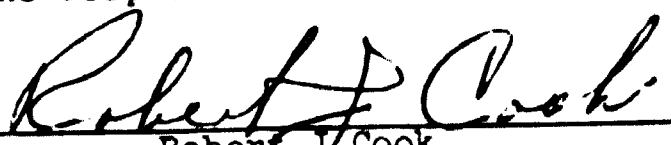
By

J P Bishop
J P Bishop
Vice President

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STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 20th day of June, 1984, by J R Bishop Vice President of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.



Robert J Cook
Notary Public, Jackson County, Michigan
My Commission expires 9/2/84

PREPARED BY DAVID R BOOD
CONSUMERS POWER COMPANY
212 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN

EXHIBIT A

All that part of the NW 1/4 of the NW 1/4 of Section 7, T26N, R3E, Mentor Township, Oscoda County, lying W'ly of the W'ly line of State Trunkline Highway M-33 as described in deed dated July 21, 1980 recorded in Liber 119, Pages 344-348 of Oscoda County Records.