

QUITCLAIM DEED

OSCODA #38.001

(13) THIS INDENTURE, Made this 17 day of December, 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,

(16)

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 Township of Mentor, County of Oscoda and State of Michigan described in Exhibit A which is attached hereto and made a part hereof.

Excepting and reserving to Grantor, its successors and assigns, all oil, gas and associated hydrocarbon substances in and under the land as described in Exhibit A, 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 shall have 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. The Grantor, its successors and assigns shall notify the owner of the land of any required permits it seeks to exercise its mineral rights.

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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

Dx & Rd x

located on said land, including 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 event 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.

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.

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 said dams and the right to fluctuate the water in said river by operation of said dams. BX

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.

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 4 divisions (thereby creating 5 resulting parcels out of the land hereby conveyed) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

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 R.D. Gladney
R.D. Gladney

Judy M. Schultz
Judy M. Schultz

Its Manager of General Services

APPROVED AS TO FORM
J.M.

STATE OF MICHIGAN
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 17 day of December, 1998,
by R.D. Gladney, Manager of General 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
My Commission Expires 12-1-2000
Acting in: Jackson County, Michigan

Prepared by:
David A. Pell (P55954)
Consumers Energy Company
212 West Michigan Avenue
Jackson, MI 49201

EXHIBIT A

Map #7
12.1-DS-2
Partial
(Remainder)

Parcel #1

A parcel of land in the Northeast 1/4 of the Northeast 1/4 of Section 15, T. 26 N., R. 3 W., described as follows; to find the place of beginning of this description, commence at the Northeast corner of said section 15; thence S0D03'00"E along the East line of said section, 1,315.32' to the North 1/8th of said section; thence S88D29'15"W along said 1/8th line 308.92' to the place of beginning; thence continuing S88D29'15"W along said 1/8th line 679.46'; thence N0D29'07"W 504.89' to an iron rod near the South bank of the Ausable River; thence continuing N0D29'07"W to the center thread of said river; thence downstream along said center thread to a point N0D29'07"W of the place of beginning; thence S0D29'07"E to an iron rod near the SE bank of the Ausable River; thence continuing S0D29'07"E, 710.05' to the place of beginning.

Parcel #2

12.1-DS-2
(R)

A parcel of land in the Northeast 1/4 of the Northeast 1/4 of Section 15, T. 26 N., R. 3 W., described as follows; To find the place of beginning for this description, commence at the Northeast corner of said section 15; thence S.0° 03' 00" E. along the East line of said Section 1,315.32 feet to the North 1/8 line of said Section; thence S. 88° 29' 15" W. along said 1/8 line 988.38 feet to the place of beginning for this description; thence continuing S. 88° 29' 15" W. along said 1/8 line 329.46 feet to the East 1/8 line of said Section; thence N. 0° 37' 52" W. along said East 1/8 line 505.96 feet; thence N. 89° 22' 08" E. 27.98 feet; thence N. 0° 37' 52" W. 121.05 feet; thence N. 69° 29' 28" W. 30.00 feet to the East 1/8 line of said Section; thence N. 0° 37' 52" W. along said East 1/8 line 669.45 feet to the North line of said Section; thence N. 88° 09' 12" E. along the North line of said Section 450.00 feet; thence S. 0° 29' 07" E. 484.37 feet to an iron rod near the North bank of the Au Sable River; thence continuing S. 0° 29' 07" E. to the center thread of said river; thence upstream along said center thread to a point that is N. 0° 29' 07" W of the place of beginning; thence S. 0° 29' 07" E. to an iron rod near the South bank of the Au Sable River; thence continuing S. 0° 29' 07" E., 504.89 feet to the place of beginning. NOTE: Bearings are based on the East line of Section 15, T. 26 N., R. 3 E., from the Northeast Corner to the East 1/4 Corner assumed as S. 0° 03' 00" E.

EXHIBIT B

A 200 foot wide strip of land over a portion of the land described in Exhibit A, said strip being 100 feet on each side of the centerline described as follows: Beginning at a point on the East line of Section 15, T26N, R3~~E~~^W, which said point is 646.29 feet Southerly of the Northeast corner of said section as measured along said section line; thence S 61°18'39" W 1397.76 feet to a point; thence S 86°59'49" W to a point of ending on the East 1/8th line of said section, said point being N 00°37'51" W 28.05 feet of the North 1/8 line of said section.

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