

RESERVATION FROM SALE OF LAND FOR ELECTRIC TRANSMISSION LINE RIGHTS.

OSCODA #1

(13) QUITCLAIM DEED

(14)

THIS INDENTURE, Made this 18th day of December, 1985, Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, first party, and JOHN E. LEE and FERN LEE, his wife, 2020 Helmer Lake Road, Fairview, Michigan 48621, second party,

WITNESSETH:

That first party, for and in consideration of the sum of Twenty-six Thousand and No/100 Dollars (\$26,000.00) 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 Elmer County of Oscoda and State of Michigan, known and described as follows:

A parcel of land located in the N 3/4 of the W 1/2 of the W 1/2 of Section 21, T27N, R2E, described as follows: To find the place of beginning of this description, commence at the Northwest corner of said section, run thence S 00° 30' 14" E along the West line of said section 1031.46 feet to the place of beginning of this description, thence continuing S 00° 30' 14" E along said West line of said section 2948.91 feet to the South 1/8 line of said section, thence S 89° 38' 20" E along the said South 1/8 line of said section 1315.69 feet to the West 1/8 line of said section, thence N 00° 39' 46" W along said West 1/8 line of said section 2659.70 feet to the North 1/8 line of said section, thence N 89° 34' 08" W along said North 1/8 line of said section 1047.27 feet, thence N 41° 42' 23" W, 396.17 feet to the place of beginning.

Also conveying to second party, his heirs or assigns, an easement 33 feet in width for ingress to and egress from said above-described land, being 16-1/2 feet on each side of a center line described as follows: To find the place of beginning of said center line commence at the 1/4 corner between Sections 20 and 21, T27N, R2E, run thence S 00° 30' 14" E along said section line 615.74 feet to the place of beginning of said center line, running thence S 89° 29' 46" W, 330.0 feet to the point of ending of said center line.

Excepting and reserving to first party, its successors and assigns FOREVER, the easement and right to maintain 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.

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

In a NW'ly and SE'ly direction on, over, under and across said above-described land as presently located.

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 excepting and reserving to first party, its successors and assigns, all oil, gas and associated hydrocarbon substances in and under said land and the right to enter upon said land and to prospect for, mine, and remove said oil, gas and associated hydrocarbon substances.

(This deed is executed pursuant to and in complete fulfillment of the terms of a certain land contract entered into between the parties hereto on the 10th day of November, 1982 and said land contract as amended by instrument of Amendment to Land Contract dated the 7th day of February, 1983.)

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 representative as of the day and year first above written.

WITNESSES:
Carol J. Kielar
 Carol J. Kielar
Diane M. Tyrrell
 Diane M. Tyrrell

APPROVED AS TO FORM
R. L. Reid
 CONSUMERS POWER COMPANY
 By *W. L. Reid*
 W. L. Reid
 Manager of Land and Right of Way

STATE OF MICHIGAN } ss.
 County of Jackson

The foregoing instrument was acknowledged before me this 18th day of December, 1985, by W. L. Reid, Manager of Land and Right of Way of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

My Commission expires
 10/9/89

Carol J. Kielar
 Carol J. Kielar
 Notary Public, Jackson County, Michigan

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