

TITLE DATA

MICHIGAN  
STATE

Otsego  
COUNTY

City of Gaylord  
TOWNSHIP

CONSUMERS POWER CO.

Reservation from sale of land

NAME OF GRANTOR

MUNICIPALITY

SECTION

TOWN

RANGE

TRACT 140.2-DX85-23

Quitclaim Deed

4-28-89

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

PLAT OR AREA

MAP

RESERVATION FROM SALE OF LAND FOR ELECTRIC TRANSMISSION LINE RIGHTS.

OTSEGO #8

QUITCLAIM DEED

(13) THIS INDENTURE, Made this 28th day of April, 1989, Between CONSUMERS POWER COMPANY a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation), Grantor, and JAMES A. MOORE and ELIZABETH J. MOORE, husband and wife, 433 Crestwood Drive, Route 3, Gaylord, Michigan 49735, Grantees. (16)

WITNESSETH:

Grantor, for and in consideration of the sum of \$98,500.00 to it in hand paid by Grantees, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto Grantees and to their heirs and assigns, Forever, certain land in the City of Gaylord, County of Otsego, and State of Michigan described in Exhibit A which is attached hereto and made a part hereof, excepting and reserving the interests and rights set forth in Exhibit B which is attached hereto and made a part hereof.

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

*E R Bradley*  
E R Bradley  
*Karen S Elkins*  
Karen S Elkins

CONSUMERS POWER COMPANY

By *R J Erhardt*  
R J Erhardt  
Manager of Purchasing,  
Land and Materials

APPROVED AS TO FORM  
BY  
CONSUMERS POWER COMPANY  
LEGAL DEPARTMENT

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF JACKSON )

The foregoing instrument was acknowledged before me this 28th day of April, 1989, by R J Erhardt, Manager of Purchasing, Land and Materials of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

*Linda M Earmon*  
Linda M Earmon  
Notary Public, Jackson County, Michigan  
My Commission Expires: 6/7/89

Prepared By:

Deborah Ann Kile (P36689)  
Consumers Power Company  
212 West Michigan Avenue  
Jackson, Michigan 49201  
(616) 723-6613

EXHIBIT A

Part of the Southwest 1/4 of the Southwest 1/4, Section 4, Township 30 North, Range 3 West, and described as: Commencing at the Southwest corner of said Section 4 and proceeding S 85° 09' 56" E, 1,319.45 feet along the South line of said section and N 04° 46' 14" W, 912.40 feet along the West 1/8 line of said section to the point of beginning; thence N 85° 03' 52" W, 480.05 feet; thence N 04° 46' 14" W, 281.95 feet; thence S 84° 20' 03" E, 163.92 feet; thence N 06° 21' 39" E, 118.58 feet; thence S 85° 06' 05" E, 293.25 feet along the South 1/8 line of said Section 4 to the center 1/8 corner; thence S 04° 46' 14" E, 400.28 feet along the West 1/8 line of said Section 4 and the West line of South Wisconsin Avenue right-of-way, 66 feet wide, to the point of beginning.

EXHIBIT B

Excepting and reserving to Grantor, its successors and assigns, the easements and rights to maintain the following electric 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 land herein conveyed, including all public highways upon or adjacent to said land:

Two underground electric distribution lines as presently existing, running Easterly and Westerly within the North 70 feet of the land herein conveyed;

Two overhead electric distribution lines as presently existing, running Easterly and Westerly within the Northerly 70 feet of the land herein conveyed;

Two overhead electric distribution lines as presently existing, one running Northeasterly and Southwesterly and one running Northwesterly and Southeasterly along the Easterly 1/2 of the land herein conveyed;

One 138 kV electric pole line as presently existing, running Easterly and Westerly and Northeasterly and Southwesterly along the Southern portion of the land herein conveyed.

Together with the right to trim, remove, destroy, or otherwise control trees and brush within 105 feet on each side of the center line of the said 138 kV line where it crosses the land hereby conveyed and also within an area along the Western portion of said land within a strip of land 105 feet wide lying Easterly of, adjacent to and measured at right angles to the center line of the existing 138 kV line as located Westerly of the land herein conveyed, which rights are expressly reserved in addition to, and not in place of, other rights to control trees and brush hereinafter set forth; and no buildings or other structures shall be placed within 36 feet of each side of said 138 kV lines.

With full right and authority in Grantor, its successors, licensees, lessees, or assigns, and its and their agents and employees, to enter, at all times, upon said land to patrol, construct, repair, remove, replace, improve, enlarge, and maintain such wires, cables, conduits, poles, and other supports, with all necessary braces, guys, anchors, manholes, and transformers, and to string thereon and to support and suspend 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 that, in Grantor's opinion, may interfere or threaten to interfere with or be hazardous to the operation and maintenance of said existing electric lines. No buildings or other structures shall be placed under or over such facilities or within such proximity thereto as to interfere with or threaten to interfere with the construction, operation, and maintenance of said facilities. Nonuse or limited use of these easements shall not prevent Grantor, its successors or assigns, from making later use of these easements to the full extent herein reserved.

Also excepting and reserving to Grantor, its successors and assigns, Forever, a 26-foot wide roadway easement for ingress and egress to Grantor's electric substation lying Northwesterly of the land hereby conveyed, said roadway being 13 feet each side of a line described as beginning at a point on said West 1/8 line located S 04° 46' 14" E, 193.87 feet from said center 1/8 corner and thence N 85° 06' 05" W, 360.25 feet; thence 79.63 feet on the arc of a curve concave to the Northeast with a radius of 50 feet, through a central angle of 91° 15' 01", with a chord bearing N 39° 28' 34" W, 71.48 feet; thence N 06° 08' 56" E, 22.58 feet to a point of terminus of the North line of the land herein conveyed, as presently existing. Said roadway may be relocated at the request of Grantees to a location satisfactory to Grantor; provided that Grantees will provide Grantor with easement rights satisfactory to Grantor for such relocated roadway and that Grantees will pay all costs of such relocation, including the cost of a survey of the relocated roadway.

QUITCLAIM DEED

THIS INDENTURE, Made this 28th day of April, 1989, Between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation), Grantor, and JAMES A. MOORE and ELIZABETH J. MOORE, husband and wife, 433 Crestwood Drive, Route 3, Gaylord, Michigan 49735, Grantees.

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

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E R Bradley  
Karen S Elkins  
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CONSUMERS POWER COMPANY

By R J Erhardt  
R J Erhardt  
Manager of Purchasing,  
Land and Materials

APPROVED AS TO FORM  
BY  
CONSUMERS POWER COMPANY  
LEGAL DEPARTMENT  
[Signature]

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF JACKSON )

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Linda M Harmon  
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Notary Public, Jackson County, Michigan  
My Commission Expires: 6/7/89

Prepared By:

Deborah Ann Kile (P36689)  
Consumers Power Company  
212 West Michigan Avenue  
Jackson, Michigan 49201  
(517) 788-0316

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