

EASEMENT

OTSEGO #60

THIS INDENTURE, Made this 16th day of April, 2001, between CONSUMERS ENERGY COMPANY (formerly known as Consumers Power Company), a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201 (successor by merger to Consumers Power Company, a Maine corporation), Grantor, and WOLVERINE POWER SUPPLY COOPERATIVE, INC., a Michigan corporation, 10125 West Watergate Road, Cadillac, Michigan 49601, Grantee,

WITNESSETH:

Grantor, for and in consideration of the sum of \$44,000.00 to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto Grantee and to its successors and assigns, Forever, the easement and right for gas pipeline purposes on, over, under, along and across that certain strip of land situated in the Township of Hayes, County of Otsego, State of Michigan, known and described as follows:

A 10 foot wide strip of land located in Sections 1 and 12, T30N, R4W, being 5 feet on each side of the following described centerline: To find the place of beginning of this centerline description commence at the Northeast corner of said Section 12; thence N 89°39'20" W 1320.56 feet, along the North line of Section 12 to the East line of Consumers Energy Company property; thence S 00°03'05" E 43.00 feet, along said East line to the point of beginning of this centerline description; thence N 89°39'20" W 45.00 feet; thence N 00°03'55" W 43.00 feet; thence N 00°04'41" W 3293.87 feet; thence S 89°14'21" E 25.65 feet; thence N 50°27'54" E 25.06 feet to the East line of Consumers Energy Company property and the point of ending.

The easement hereby conveyed is for the sole and only purpose of locating, constructing and maintaining over, under and across said land a 6-inch gas pipeline. The route and course of said pipeline being described as follows:

To run in a Northerly and Southerly direction, said pipeline to be buried a minimum of 3 feet from the surface of the land, said distance to be measured from said surface to the top of the pipeline.

Also granting to Grantee the following temporary construction easements:

Temporary Easement #1: An additional 10 feet on each side of the above described 10 foot strip of land. Said temporary construction easement shall automatically terminate upon completion of the construction of said gas pipeline.

Temporary Easement #2: A temporary easement for a bore pit located on the North side of Van Tyle Road and more particularly described as follows:

A 35 foot by 55 foot parcel located in the Southeast 1/4 of Section 1, T30N, R4W described as commencing at the Southeast corner of said Section 1; thence N

89°39'20" W 1365.56 feet along the South line of said Section 1 and the centerline of Van Tyle Road; thence N 00°04'41" W 33 feet to the point of beginning; thence N 89°39'20" W 17.5 feet; thence N 00°04'41" W 55 feet; thence S 89°39'20" E 35 feet; thence S 00°04'41" E 55 feet; thence N 89°39'20" W 17.5 feet to the point of beginning.

Said temporary easement shall terminate upon completion of the boring activities of Grantee at said location.

Temporary Easement #3: A temporary easement for a bore pit located on the South side of Van Tyle Road and more particularly described as follows:

A 35 foot by 55 foot parcel located in the Northeast 1/4 of Section 12, T30N, R4W described as: commencing at the Northeast corner of said Section 12; thence N 89°39'20" W 1365.56 feet along the North line of said Section 12 and the centerline of Van Tyle Road; thence S 00°03'05" W 33 feet to the point of beginning; thence S 89°39'20" E 17.5 feet thence S 00°03'05" E 55 feet; thence N 89°39'20" W 35 feet; thence N 00°03'05" W 55 feet; thence S 89°39'20" E 17.5 feet to the point of beginning.

Said temporary easement shall terminate upon completion of the boring activities of Grantee at said location.

This easement is granted by Grantor and accepted by Grantee upon the following express terms, conditions, reservations and exceptions:

1. Grantor specifically reserves to itself, its successors and assigns, the right to construct and maintain over, upon, under and across the premises hereby conveyed, electric lines and/or electric control devices or lines as now or hereafter constructed for the purpose of transmitting, conducting and distributing electricity, provided such use so reserved shall not unreasonably interfere with the use of said premises for gas pipeline purposes. Grantor further reserves the right to trim, remove or otherwise control any trees or other forest products now or hereafter growing upon said premises which may interfere or threaten to interfere with Grantor's facilities now or hereafter located upon said premises.
2. Grantee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, prior to commencing any excavation on Grantor's land, in accordance with Michigan Compiled Law 460.701 et seq.
3. Grantee shall not perform any work in connection with the gas pipeline, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Grantor as now or hereafter provided by electric lines and/or electric control devices or lines.
4. Grantee shall use, maintain, and improve the gas pipeline at its sole expense, and Grantor shall incur no cost or expense as a result of Grantee's use, maintenance, or improvement of the water mains pursuant to this easement. If Grantor finds it necessary to change any towers, poles, pole structures, supports, electric lines, underground electric lines and conduits, or other structures now or hereafter located upon said parcels or upon the adjoining premises, in order to accommodate Grantee's use of said parcels, Grantees shall reimburse Grantor for its actual cost and expense incurred thereby.
5. Grantee shall, at its sole expense, protect towers, poles, pole structures, supports, underground electric lines and conduits or other structures as now or hereafter located upon said premises or upon adjoining premises by the erection and maintenance of barricades or other suitable means of protection as may be deemed to be required by the engineers of Grantor.

6. Construction equipment operated under Grantor's subtransmission or transmission lines shall maintain a minimum separation of 15 feet from any energized conductor. If MIOSHA requirements are more restrictive, MIOSHA standards shall apply. No equipment having the height potential to contact Grantor's subtransmission or transmission lines shall operate between Grantor's lines. Dump trucks shall not lift their beds under Grantor's electric lines. Grantor shall not be responsible for injuries or damages should its electric lines come down due to Grantee's activities upon said premises. Vehicles with antennas 12 feet above the ground shall not be allowed under Grantor's electric lines.

7. Cranes, shovels or other construction equipment that have the height potential of contacting Grantor's electric lines shall not be operated between Grantor's electric lines. Cranes or other excavation equipment shall be operated so that they do not swing toward Grantor's electric lines or structures.

8. Grantee shall not excavate or dig within 10 feet of Grantor's wood or steel poles without Grantor's prior consent. Grantee shall contact Grantor's Transmission Lines Engineering Department prior to any excavation within 10 feet of Grantor's wood or steel poles or where a guy enters the ground.

9. Grantee shall not excavate or dig within 15 feet of Grantor's towers without Grantor's prior consent. Grantee shall contact Grantor's Transmission Lines Engineering Department prior to any excavation within 15 feet of Grantor's tower legs or where a guy enters the ground.

10. All excavations made by Grantee shall be properly protected and filled and all backfill shall be firmly compacted. Such fill shall be compact enough to permit maintenance vehicles access to Grantor's structures. No fill shall be permanently placed under Grantor's electric lines without Grantor's prior written approval. No fill shall be placed within 20 feet of Grantor's structures. Pockets shall not be created around Grantor's structures where water can collect. Grantee shall leave said land in as good condition as before Grantee entered thereon and shall also employ erosion preventative measures and stabilize and seed with appropriate grass seed all areas disturbed by Grantee.

11. Grantee shall not locate any buildings, sheds, manholes or other facilities or structures on the easement premises, except as herein provided, nor shall Grantee cut or remove any trees from the easement premises.

12. Grantee shall, at its sole expense, construct and maintain permanent aboveground markers to identify the location and route of said gas pipeline along said land. Markers shall also be placed adjacent to each pole or tower.

13. Grantee shall provide for cathodic protection. Joint coating for bored sections should be epoxy coated. Heat shrink sleeves shall not be permitted. Test leads shall be installed at points where the gas pipeline and Grantor's electric lines diverge. Grantee shall conduct an annual inspection/survey of said system and provide Grantor with a copy of the annual inspection/survey including the structure to soil AC voltage. The included AC should be mitigated to less than 15 vac measured from structure to ground with a Cu-CuSO₄ half cell. Grantee shall ensure that the structure is properly grounded to handle fault currents. This system must pass AC current and block DC current so cathodic protection will not be bled off.

14. Grantee waives any claims they may have, now or in the future, against Grantor for damage done during maintenance of Grantor's electric lines or during the construction of new lines or resulting from the breaking or collapse of Grantor's electric lines.

15. Grantee shall, at all times during the exercise of the rights and the privileges hereby granted, assume all liability for and protect, indemnify, and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees, for injury to or death of any person and loss or damage to any person's property, including the parties hereto and their agents, contractors, subcontractors, and employees, arising in connection with or as a direct or indirect result of the use of Grantor's land or the exercise of the rights and privileges hereby granted. The provisions of this paragraph shall apply to each and every such injury, death, loss, or damage,

however caused, whether due, or claimed to be due, to Grantee's negligence, Grantor's negligence, the negligence of both the Grantor and Grantee, or the combined negligence of either or both of the parties hereto and any other person or persons, or otherwise; provided, however, that Grantee shall not be required to indemnify Grantor for such injury, death, loss, or damage caused by Grantor's sole negligence.

16. If Grantee's exercise of the rights granted in this Easement at any time results in the presence on or under Grantor's land (which includes but is not be limited to the groundwater underlying said land) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee must, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and 2) all actions that are necessary to restore Grantor's land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Grantee include, but are not limited to: a) the investigation of the environmental condition of Grantor's land, b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Grantor's land. Grantee must proceed continuously and diligently with such investigatory and remedial actions. Grantee must promptly provide to Grantor, free of charges, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required by this paragraph may require or result in the imposition of any limitation or restriction on the use of Grantor's land, without Grantor's prior written approval and permission.

17. Grantee shall indemnify, defend, and hold Grantor, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on or beneath Grantor's land, including but not limited to the groundwater underlying said land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of Grantees' exercise of the rights herein granted; B) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or C) Grantee's failure to comply with the terms and conditions of this Easement.

18. In exercising the rights granted in this Easement, Grantee shall comply with applicable laws and regulations, including by way of illustration and not limitation, laws and regulations requiring wetland and soil erosion permits. Grantee is responsible for determining whether any such licenses or permits are required. Before entering or commencing any work on Grantor's land, Grantees shall provide a copy of any permits, licenses, and other authorizations obtained by Grantee to Grantor's Environmental Department, Attention: Jon Allan, at 1945 West Parnall Road, Jackson, Michigan 49201, phone number (517) 788-1723.

19. This easement is subject to any licenses, leases, easements, or other interest in the premises heretofore granted by Grantor or its predecessors in title and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title, including but not limited to a license granted to John and Theresa Copenhaver for lawn and gardening purposes dated October 23, 1997. Grantee shall secure consents and permits from such licensees, lessees, and owners of such outstanding interests.

20. After construction of the gas pipeline, if said easement and rights herein conveyed shall cease to be used by Grantee, its successors and assigns, for one year for the purposes hereinabove set forth, then in such event, all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns; and if Grantee shall not have constructed the gas pipeline within five years from and after the date hereof, then in such event, all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns.

21. Grantor reserves the right to revoke this Easement should Grantee, in Grantor's sole opinion, fail in any way to comply with any of the provisions set forth above.

22. The benefits herein shall accrue to and the obligations hereof shall bind the successors and assigns of the respective parties.

23. The acceptance of this instrument by Grantee shall be deemed an acceptance of the terms and conditions of this grant.

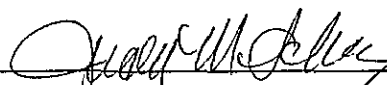
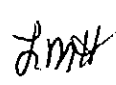
Where applicable, pronouns and relative words shall be read as plural, feminine or neuter.

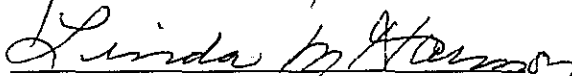
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

WITNESSES:

CONSUMERS ENERGY COMPANY

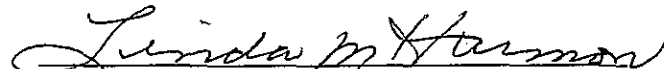

Loretta L Lester

By  
Judy M Schultz
Real Estate and Facilities
Planning Manager


Linda M Harmon

APVD AS TO FORM
DAP

Acknowledged before me in Jackson County, Michigan, on April 16, 2001, by
Judy M Schultz, Real Estate and Facilities Planning Manager
of CONSUMERS ENERGY COMPANY, a Michigan corporation, for the corporation.


Linda M Harmon
Notary Public, Jackson County, Michigan
Acting in _____ County, Michigan
My Commission Expires November 26, 2003

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

NOTE # _____ : (Otsego #39.005) Consumers Energy Company granted a license across the land on the caption of this tract as follows:

- | | |
|--------------------------------|--|
| 1. Consumers Energy Company | |
| 1-2-01 | License – One (1) Gas and Brine Flowline |
| 2. Quicksilver Resources, Inc. | |

the LICENSE and PERMIT to enter and use a certain strip of land in the Township of Hayes, County of Otsego, State of Michigan hereinafter described for one (1) gas and brine flowline.

The gas and brine flowline shall be located along the centerline of the following described strip of land:

A 10 foot wide strip of land across part of the West ½ of the Northeast fractional ¼ of Section 1, T30N, R4W lying 5 feet on each side of and coincident to the following described centerline: To find the place of beginning of this centerline description commence at the Southwest corner of Section 31, T31N, R3W, Livingston Township; thence S 88°50'59" E 756.53 feet along the South line of Section 31 to the point of beginning of this centerline description; said point lies N 88°50'59" W 1367.00 feet from the Northeast corner of said Section 1; thence S 00°03'55" E 682.10 feet to the East-West ¼ line of Section 1 and the point of ending.

FOR FUTHER CONDITIONS, SEE ORIGINAL IN FILE.

Etheldra M. Rehklau Campau (a/k/a Ethelera Rehklau Campau)

TRACT 100-D308-1

Warranty Deed 4-7-67 7-17-67 117 262

ACCOUNT NO.

MAP 8

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

RECORDED IN DEEDS

3132 LIBER 117 PAGE 262

Recorded July 17, 1967 at 9:20 o'clock A.M. Liber 117 of Deeds, Page 262 T.W. West Register of Deeds

BOARDMAN - LIVINGSTON

WARRANTY DEED

This Indenture, made April 7, 1967 BETWEEN ETHELDRA M. REHKLAU CAMPAU (a/k/a Ethelera Rehklau Campau) of Route 2, Syracuse, Indiana, party of the first part, and CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan and having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan 49201, party of the second part, \$6000.00

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and Other Good and Valuable Consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Hayes, County of Otsego and State of Michigan, and described as follows, to-wit:

The W fractional 1/2 of the NE fractional 1/4 of Section 1, T30N, R4W, excepting therefrom the West 52-164/243 rods thereof. Also the NW 1/4 of the SE 1/4 of Section 1, T30N, R4W, excepting therefrom the West 52-164/243 rods thereof.

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SEE NOTE #1 FOR REL. OF R/W FOR ELEC LINE. SEE NOTE #2 FOR LICENSE TO MERCURY EXPLORATION COMPANY SEE NOTE #3 FOR LICENSE TO MERCURY FOR DRIVEWAY SEE NOTE #4 FOR AMENDMENT TO LICENSE

OTSEGO COUNTY, Michigan TREASURER'S OFFICE I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date of this instrument. This does not include taxes in the process of collection. COUNTY TREASURER

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 the said party of the second part and to its successors and assigns, Forever. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter. In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

Irene E. Swihart Fred J. Coolbaugh

Etheldra M. Rehklau Campau



STATE OF INDIANA) ss. County of Allen On April 7, 1967 before me, a Notary Public of Allen County, Indiana, acting in County, personally appeared Etheldra M. Rehklau Campau,

to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed.

My commission expires Dec 31, 1970 Notary Public, Allen County, Indiana.

PREPARED BY D. R. ROOD, CONSUMERS POWER CO. 212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

MICHIGAN Otsego Hayes STATE COUNTY TOWNSHIP MUNICIPALITY SECTION TOWN RANGE PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE

Formerly 2268-D196-1



FEDERAL BUREAU OF INVESTIGATION
 Division of _____ of _____
 Room 8, Profile Bldg. _____

~~For an elec line across the land on the caption of this tract and other lands as follows:~~

1. Consumers Power Company
11-14-75
Rel of 2/0
Elec Line.
2. Northern Mich. Elec. Cooperative, Inc.
X-1

License and permit to use the following desc premises situated and being in the
 Twp of Bagley, County of Otsego, and State of Michigan, to wit:

- DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS
1. Abstract _____
 2. Opinions of Title _____
 3. Title Search _____
 4. Mortgage Release _____

Pcl #1: The N 285 ft of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec 16, T30N, R3W, and also
 all that portion of the SW $\frac{1}{4}$ of sd Sec 16 desc as a strip of land 100 ft in width lying
 S'yly & SE'yly of a line which sd line is desc as: Comm at the pt of intersec of the
 E & W $\frac{1}{4}$ line of sd sec with the W'yly ln of Hwy Old US-27 which sd pl of intersec is N
 81° 43' 50" W, 158.6 ft from the cen of sd sec; th N 81° 43' 50" W alg sd E & W $\frac{1}{4}$
 line of sd sec, 1659.9 ft; th S 62° 27' 20" W, 262.49 ft to a pl of end of sd line on
 the E'yly line of the r/w of Hwy I-75, exc therefrom the r/w of the Penn Central
 Transportation Company;

Pcl #2: A strip of land 330 ft in width across the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec 14, T30N,
 R3W, more particularly desc as follows: To find the pl of beg of sd desc, comm at
 the SW cor of sd Sec 14, run th S 89° 15' 30" E alg the S line of sd sec, 511.53 ft
 to the pl of beg; th con S 89° 15' 30" E alg the S line of sd Sec, 370.49 ft; th N
 26° 17' 40" W, 1328.08 ft; th N 73° 08' 30" W, 334.13 ft to the W line of Sec 14, th
 S 01° 10' 30" E alg the W line of sd sec, 383.86 ft to a pt N 01° 10' 30" W, 892.56
 ft from the SW cor of sd sec; th S 73° 08' 30" E, 105.16 ft; th S 26° 17' 40" E, 968.73
 ft to the pl of beg.

on the terms and conditions, hereinafter mentioned, to be occupied and used for the
 purposes of constructing and repairing, removing, replacing, and maintaining an elec
 dist line consisting of poles, wires, cables, conduits and other fixtures and
 appurtenances on, over and across as above-desc land, the route to be taken by sd line
 of poles, wires, cables and conduits across sd above-desc land being desc as follows:

Pcl #1: In an E'yly & W'yly dir 25 ft distant S'yly of, par with and measured at right
 angles to the cen line of an existing elec line run across sd land above desc as
 Pcl 1, sd cen line of sd existing elec line being desc as beg on the NW'yly line of
 sd land above desc as Pcl 1 at a pt which is 6 ft distant S'yly of and measures at
 right angles to the E & W $\frac{1}{4}$ line of Sec 16, T30N, R3W, run th E'yly par with sd E & W
 $\frac{1}{4}$ line of sd sec, 2365 ft; th S 52° E to a pl of end on the S line of sd land above
 desc as Pcl 1.

Pcl #2: In an E'yly & W'yly dir 25 ft distant S'yly of, par with and measured at right
 angles to the cen line of an existing elec line run across sd land above desc as
 Pcl 2, sd cen line of sd existing elec line being desc as run in an E'yly & W'yly dir
~~across sd land above desc as Pcl 2, par with and 65 ft distant N'yly of the S line of~~
 sd land above desc as Pcl 2.

~~FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.~~

I see next page for note #1.

NOTE #1:

(By Sale #189.504-4; T 74-143) Consumers Power Company granted a rel of r/w for an elec line across the land on the caption of this tract and other lands as follows:

1. Consumers Power Company 11-14-75	Rel of R/W Elec Line	X-1
2. North. Mich. Elec. Cooperative, Inc.		

The esmt and right to construct and maintain an elec distribution line consisting of poles, wires, cables, conduits and other fixtures and appurtenances on, over and across the following desc pcl of land in the Twp of Hayes and County of Otsego and State of Michigan, to wit:

Pcl A: The W fractional $\frac{1}{2}$ of the NE fractional $\frac{1}{4}$ of Sec 1, T30N, R4W, exc therefrom the W 52-164/243 rods thereof. Also the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec 1, T30N, R4W, exc therfrom the W 52-164/243 rods thereof.

Pcl B: The E 20 rods of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec 1, T30N, R4W.

Pcl C: A strip of land 330 ft wide across the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec 12, T30N, R4W, desc as follows: To find the pl of beg of this desc, comm at the NE cor of sd sec; run th N 89° 39' 20" W alg the N line of sd sec, 1320.56 ft to the East $\frac{1}{8}$ line of sd sec and the pl of beg of this desc; th continuing N 89° 39' 20" W alg the N line of sd sec, 330.01 ft; th S 00° 03' 05" E, 1298.72 ft; th S 16° 04' 12" E, 1195.87 ft to the E $\frac{1}{8}$ line of sd sec; th N 00° 03' 05" W alg sd E $\frac{1}{8}$ line of sd sec, 2445.89 ft to the pl of beg.

Pcl D: Part of the E $\frac{1}{2}$ of Sec 12, T30N, R4W, desc as follows: To find the pl of beg of this desc, comm at the SE cor of sd sec, run th N 89° 58' 20" W alg the S sec line, 166.84 ft to the pl of beg; run th N 89° 58' 20" W alg S sec line, 343.46 ft; th N 16° 04' 12" W, 3006.67 ft to E $\frac{1}{8}$ line; th N 00° 03' 05" W alg E $\frac{1}{8}$ line, 1195.87 ft; th S 16° 04' 12" E, 4251.35 ft to the pl of beg.

The route to be taken by sd line of poles, wires, cables and conduits on, over and across sd land being more specifically desc as follows: Comm at a pt on the N line of Sec 1, T30N, R4W, being the N line of sd land above desc as Pcl A which sd pt is 15 ft distant W'ly from the E $\frac{1}{8}$ line of sd sec, run th S'ly & SE'ly par with and 15 ft right-angular distant from the E'ly lines of sd pcls of land above desc as Pcls A, B, C & D, 7530.8 ft to a pt which sd pt is 30 ft distant S'ly of an existing elec line of second party; th S 60° 04' 12" E approx 16 ft to a pt of end on the E'ly line of sd land above desc as Pcl D.

Tog with full right and authority to second party, its successors and assigns, and its and their agents and employees, to enter at all times upon sd premises for the purposes of constructing and repairing, removing, replacing and maintaining sd poles, wires and cables, and the right to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of sd line.

This rel is executed by first party and accepted by second party subject to the following conditions:

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.

NOTE 2A: (By Sale No. Otsego #89) CPCo granted license for gas and brine flowlines and for access driveway across the land on the caption of this tract, as follows:

1. Consumers Power Company
8-25-94 License
2. Mercury Exploration Company, Inc.

CPCo hereby grants to Licensee, on the terms and conditions hereinafter mentioned, the LICENSE and PERMIT to enter upon and use certain strips of land in the Township of Hayes and Livingston, County of Otsego, and State of Michigan, hereinafter described, for 1 gas flowline, 1 brine flowline, and lateral lines and for an access driveway.

The gas and brine flowlines shall be located along the centerlines of the following described strips of land:

Flowline Strip #2: A 10 foot wide strip of land across part of Section 1, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at the Southwest corner of said Section 1 and run thence North $00^{\circ} 07' 08''$ West, along the West line of said section, 1418.34 feet to a point that is 70 feet Southerly (measured at right angles) of the centerline of an existing electric transmission tower line and the point of beginning; thence North $89^{\circ} 53' 24''$ East, along a line 70 feet Southerly of and parallel to said tower line centerline, 3628.89 feet to "Reference Point G"; thence South $89^{\circ} 23' 43''$ East 50.67 feet; thence North $62^{\circ} 36' 47''$ East 161.01 feet; thence North $27^{\circ} 39' 21''$ East 194.30 feet to a point that is 60 feet Easterly of and measured at right angles to the centerline of an existing 2 pole electric transmission line; thence North $00^{\circ} 06' 45''$ West, along a line 60 feet Easterly of and parallel to said transmission line centerline, 697.05 feet to "Reference Point H"; thence North $00^{\circ} 03' 55''$ West 367.19 feet to "Reference Point I"; thence North $00^{\circ} 03' 55''$ West 662.09 feet to a point on the North line of said Section 1 and the point of ending.

Lateral lines shall be located along the centerlines of the following described strips of land:

Lateral Strip #6: A 10 foot wide strip of land across part of Section 1, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point G" and run thence South $00^{\circ} 22' 14''$ West 45.0 feet to a point on the Southerly line of the CPCo fee strip and the point of ending.

Lateral Strip #7: A 10 foot wide strip of land across part of Section 1, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point H" and run thence South $84^{\circ} 29' 43''$ West 474.66 feet to a point on the Westerly line of the CPCo fee strip and the point of ending.

Lateral Strip #8: A 10 foot wide strip of land across part of Section 1, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point I" and run thence South $89^{\circ} 39' 59''$ East 58.01 feet to a point on the Easterly line of the CPCo fee strip and the point of ending.

Licensee also hereby grants to Licensee the license and permit to use, during construction of the flowlines and lateral lines, strips of land 10 feet in width lying on both sides of the "Flowline" and "Lateral" strips of land described above. These temporary rights shall cease upon the completion of the installation of Licensee's flowlines and lateral lines.

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE

NOTE #3: (By Sale No. Otsego #39.2) CPCo granted a license for ingress and egress and driveway across the land on the caption of this tract, as follows:

1. Consumers Power Company
1-30-95 License
2. Mercury Exploration Company, Inc.

Grant to Licensee the License and Permit to use certain land situate in the Township of Hayes, County of Otsego and State of Michigan, known and described as follows:

A strip of land 10 feet in width being 5 feet each side of a center line as it crosses a portion of the West 1/2 of the East 1/2 of Fractional Section 1, T30N, R4W, said center line being more particularly described as follows: Commencing at the Northeast corner of said Section 1; thence N 88° 50' 59" W 1686.73 feet along the North line of said Section to the point of beginning; thence S 01° 17' 54" W 1032.96 feet to Point "A"; thence S 85° 16' 12" W 138.69 feet to the West line of property owned by Licensor and the point of ending of said center line.

The license hereby conveyed is for the sole purpose of using for ingress and egress purposes an existing trail running from the North line of Section 1 to the above described Point "A," and for constructing, maintaining, and repairing and using for ingress and egress a gravel driveway running from said Point "A" to the above described point of ending. Licensor shall have access to said trail and driveway at all times, and Licensee's use of said trail and driveway shall not impede Licensor's access to any part of the above described or adjacent property.

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE

NOTE: (By Sale No. Otsego #38.5) CPO granted an amendment of license across the land on the caption of this tract as follows:

1. Consumers Power Company
12-19-96

Amendment - License dated 8-25-94

2. Mercury Exploration Co., Inc.

Whereas, Licensor and Licensee entered into a certain license for gas and brine flowlines and for an access driveway dated 8-25-94, covering certain ld in the Twp of Hayes and Livingston in the Co of Otsego, and more particularly desc in the license:

Whereas, the parties desire to amend the license; Licensor and Licensee mutually agree that the aforementioned license is hereby amended as follows:

1. Licensee is hereby authorized to include an additional 6 inch gas flowline to be buried a minimum of 3 ft beneath the surface of the ld, sd distance being measured from the surface to the top of the flowline. The flowline shall run aig and parallel to the existing gas and brine flowlines on the Ely & Sly sides of the flowlines and within the 10-foot wide strips of ld which are desc as "Flowline Strips #1, #2 & #3" in the aforementioned license. No other portion of the premises desc in the license are affected by this paragraph.

2. Licensee shall hereby have temporary construction rights as desc in the original license for the additional flowline. Sd temporary rights shall expire upon the completion of construction.

FOR OTHER CONDITIONS, SEE ORIGINAL IN FILE.

QUITCLAIM DEED

OTSEGO #56

CONSUMERS ENERGY COMPANY (formerly known as Consumers Power Company), a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, (successor by merger to Consumers Power Company, a Maine corporation), Grantor,

for the sum of \$3,330.00, receipt of which Grantor hereby acknowledges, quitclaims to

THE MICHIGAN DEPARTMENT OF TRANSPORTATION, and to its successors in office and assigns, whose address is Lansing, Michigan 48909, Grantee,

the following described land in the Townships of Livingston and Hayes, County of Otsego and State of Michigan:

That part of the Southwest 1/4 of the Southwest 1/4 of Section 31, T31N, R3W described as follows: Beginning at the Southwest corner of said Section 31; thence N 00°33'09" E 52.49 feet, along the West line of said section; thence S 89°16'49.29" E 780.68 feet; thence S 00°43'10.71" E 52.49 feet; thence N 89°10'34.62" W 780.53 feet, along the South line of said section and the place of beginning.

Also, the North 49.21 feet of a parcel of land in the Northeast fractional 1/4 of Section 1, T30N, R4W, described as follows: To find the place of beginning of this description commence at the North 1/4 post of said section; thence S 89°24'00" E, along the North line of said section, 521.24 feet; thence continuing along said North line of said section S 89°13'20" E 262.46 feet; thence S 00°07'20" E 33 feet to the Southerly line of State Trunk Line Highway M-32 and the place of beginning of this description; thence continuing S 00°07'20" E 200 feet; thence S 89°13'20" E 100 feet; thence N 00°07'20" W 200 feet to the Southerly line of said Highway M-32; thence N 89°13'20" W, along said Southerly line of Highway M-32, 100 feet to the place of beginning.

Also, the North 49.21 feet of the West fractional 1/2 of the Northeast 1/4 of Section 1, T30N, R4W, excepting therefrom the West 52-164/243 rods thereof.

Saving, excepting and reserving to Grantor, its successors and assigns, forever, the easement and right to erect, lay and maintain two existing lines consisting of towers, 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 said land, including all public highways upon or adjacent to said land.

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

Said lines as now located and constructed in a Norhterly and Southerly direction on, over, under and across said land.

With full right and authority to Grantor, its successors, licensees, lessees or assigns and its and their agents and employees, to enter at all times upon said land and to patrol, construct, repair, remove, replace, improve, enlarge including enlarging by the addition of new and additional poles, wires and towers, and maintain such wires, cables, conduits, structures, towers, pole structures, 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. Grantee shall not erect or construct any buildings or other structures upon said land. Nonuse or a limited use of this easement by Grantor shall not prevent Grantor from later making use of the easement to the full extent herein reserved.

Also saving, excepting and reserving to Grantor, its successors and assigns, the easement and right to trim, remove, destroy or otherwise control any trees and brush upon said land.

Statement pursuant to MCL 560.109(3): Grantor grants to Grantee the right to make zero (0) divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

Notice pursuant to MCL 560.109(4): 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.

Dated this 5th day of April, 1999.

WITNESSES:

Linda M. Harmon

Linda M. Harmon

Therese H. Tash

Therese H. Tash

CONSUMERS ENERGY COMPANY

By

Judy M. Schultz

Judy M. Schultz

Its Real Estate and Facilities Planning Manager

APPROVED AS TO FORM

Acknowledged before me in Jackson County, Michigan, on April 5, 1999, by Judy M. Schultz, Real Estate and Facilities Planning Manager of CONSUMERS ENERGY COMPANY, a Michigan corporation, for the corporation.

Linda M. Harmon

Linda M. Harmon
Notary Public, Jackson County, Michigan
My Commission Expires November 26, 2003

Prepared by:
David A. Pell
212 W. Michigan Avenue
Jackson, MI 49201