

George Adam Storing and wife, Shirley May

ACCOUNT NO. W.O. 8240

MAP 8

Warranty Deed | 8/30/67 | 12/13/67 | 119 | 501 |

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

BOARDMAN-LIVINGSTON

RECORDED IN DEEDS

LIBER 119 PAGE 501

Recorded DEC 13 1967 at 2:00 o'clock P.M. Liber 119 of Deeds, Page 501-2

WARRANTY DEED

This Indenture, made August 30, 1967 BETWEEN

GEORGE ADAM STORING and SHIRLEY MAY STORING, his wife, of Route 2, Gaylord, Michigan, parties 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.

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:

Parcel 1

The South 330 feet of the NE 1/4 of the SW 1/4 of Section 2, T30N, R4W.

Parcel 2

A parcel of land in the NW 1/4 of the SW 1/4 of Section 2, T30N, R4W, described as follows: To find the place of beginning of this description commence at the Southwest corner of said section; run thence N 00° 05' 40" E along the West line of said section 881.59 feet; thence N 53° 58' 50" E, 780.38 feet to the South 1/8 line of said section and the place of beginning of this description; thence continuing N 53° 58' 50" E, 570.71 feet; thence N 89° 18' 20" E, 230 feet to the West 1/8 line of said section; thence S 00° 03' 10" W along the said West 1/8 line of said section 330.03 feet to the South 1/8 line of said section; thence S 89° 18' 20" W along the said South 1/8 line of said section 691.33 feet to the place of beginning.

Excepting and reserving to first parties, their heirs or assigns, the right to cut and remove any trees now standing on said land described above as Parcels 1 and 2 on or before December 31, 1970. All title to all trees not cut and removed on or before December 31, 1970 shall vest in second party, its successors and assigns.

Also excepting and reserving to first parties, their heirs or assigns, the easement and right to cross said Parcels 1 and 2 at such places and in such a manner as is mutually satisfactory to both parties so long as said crossing shall not interfere with the use of said land by second party, its successors or assigns.

Also excepting and reserving to first parties herein, their heirs or assigns, all oil, gas and other minerals (but not including sand, clay or gravel) in and under said Parcels 1 and 2, together with the right to remove the same by wells or shafts placed on the adjoining land. No wells or shafts are to be placed on the land herein conveyed.

SEE NEXT SHEET FOR OIL CLAIM DEED FOR TIMBER.

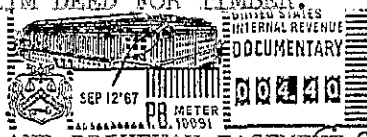
SEE NOTE #2 FOR AMENDMENT TO LICENSE, * _@_ (\$).

SEE NOTE #1 FOR FLOWLINES AND DRIVEWAY EASEMENT

OTSEGO COUNTY Gaylord, Mich. TREASURER'S OFFICE Dec 13 1967

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



MICHIGAN STATE Otsego COUNTY Hayes TOWNSHIP SECTION 2 T 30 N R 4 W MUNICIPALITY PLAT OR AREA 13.50a

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

Formerly 2265-D146-5

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MAPPED AND CHECKED

NOTE: In Ev Sale No. 03890, CPCo granted license for gas and brine flowlines and for access driveway across the land on the caption of this tract, as follows:

L Consumers Power Company
 U-85-84
 L Mercury Exploration Company, Inc.

INDEXED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____

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 #1: A 10 foot wide strip of land across part of Section 2, 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 2 and run thence North 00° 10' 32" East, along the West line of said section, 437.10 feet to the Southerly line of the Consumers Power Company fee strip; thence North 54° 03' 42" East, along said Southerly line, 1085.37 feet to the point of beginning; thence North 11° 35' 07" East 55.75 feet to a point that is 70.0 feet Southerly (measured at right angles) of the centerline of an existing electric transmission tower line, and "Reference Point E"; thence North 53° 56' 19" East, along a line 70 feet Southerly of and parallel to said tower line centerline, 387.02 feet; thence North 88° 57' 15" East 1427.50 feet to "Reference Point A"; thence North 88° 57' 40" East 685.93 feet to "Reference Point B"; thence North 89° 10' 11" East 842.00 feet to "Reference Point F"; thence continuing North 89° 10' 11" East 545.84 feet to "Reference Point C"; thence North 89° 12' 46" East 579.34 feet to "Reference Point D"; thence continuing North 89° 12' 46" East 7.89 feet to the East line of said Section 2 and the point of ending.

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

Lateral Strip #1: A 10 foot wide strip of land across part of Section 2, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point A" and run thence North 01° 12' 41" East 272.52 feet to the Northerly line of the CPCo fee strip and the point of ending.

Lateral Strip #2: A 10 foot wide strip of land across part of Section 2, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point B" and run thence South 11° 49' 53" East 62.29 feet to the Southerly line of the CPCo fee strip and the point of ending.

Lateral Strip #3: A 10 foot wide strip of land across part of Section 2, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point C" and run thence North 03° 16' 18" West 267.13 feet to the Northerly line of the CPCo fee strip and the point of ending.

Lateral Strip #4: A 10 foot wide strip of land across part of Section 2, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point D" and run thence South 01° 46' 31" East 63.63 feet to the Southerly line of the CPCo fee strip and the point of ending.

Lateral Strip #5: A 10 foot wide strip of land across part of Section 2, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point E" and run thence South 53° 33' 10" West 217.57 feet, along a line 70 feet Southerly of and parallel to the centerline of said existing electric transmission tower line; thence North 68° 20' 18" West 348.55 feet

ACCOUNT NO. _____

MAP _____

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

LIBER 119 PAGE 502

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

Ben W. Johnson
Ben W. Johnson
Patrick M. Dipzinski
Patrick M. Dipzinski

George Adam Storing
George Adam Storing
Shirley May Storing
Shirley May Storing

STATE OF MICHIGAN,) ss.

County of Otsego) On August 30, 1967
before me, a Notary Public of Kent County, Michigan, acting in Otsego

County, personally appeared George Adam Storing and Shirley May Storing,

to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.

My commission expires September 14, 1969

Ben W. Johnson
Ben W. Johnson Notary Public,
Kent County, Michigan.

STATE OF MICHIGAN,) ss.

County of _____) On _____, 19____
before me, a Notary Public of _____ County, Michigan, acting in _____

County, personally appeared _____

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

My commission expires _____, 19____

Notary Public,
County, Michigan.

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

WARRANTY DEED

REGISTER'S OFFICE,
County of Otsego
This instrument was presented and received for record this 13th day of August, A. D. 1967, at 2:00 o'clock P..M., and recorded in Liber 119 of Deeds, on page 501-502 as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.
Shirley May Storing
Register of Deeds.

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to the Northerly line of the CPCo fee strip and the point of ending.

The access driveway shall be located along the centerlines of the following described strips of land:

Driveway Strip #1: A 10 foot wide strip of land across part of Section 2, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point F" (described above) and run thence South $00^{\circ} 30' 03''$ East 62.35 feet to the Southerly line of the Consumers Power Company fee strip and the point of ending.

Driveway Strip #2: A 10 foot wide strip of land across part of Section 2, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point F" (described above) and run thence North $89^{\circ} 10' 11''$ East 545.84 feet to "Reference Point C" and the point of ending.

Driveway Strip #3: A 10 foot wide strip of land across part of Section 2, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point C" and run thence North $03^{\circ} 16' 18''$ West 267.13 feet to the Northerly line of the CPCo fee strip and the point of ending.

Driveway Strip #4: A 10 foot wide strip of land across part of Section 2, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point C" and run thence North $89^{\circ} 12' 46''$ East 579.34 feet to "Reference Point D" and the point of ending.

Driveway Strip #5: A 10 foot wide strip of land across part of Section 2, Township 30 North, Range 4 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at "Reference Point D" and run thence South $01^{\circ} 46' 31''$ East 63.63 feet to the Southerly 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

... as an amendment of License across the land on the east side of ...

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Copies of Title _____
- 3. Title Search _____
- 4. Mortgage Release _____

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 land distance being measured from the surface to the top of the flowline. The flowline shall run along and parallel to the existing gas and brine flowlines on the Ely & S'ly sides of the flowlines and within the 10-foot wide strips of land 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. Said temporary rights shall expire upon the completion of construction.

FOR OTHER CONDITIONS, SEE ORIGINAL IN FILE.