

TITLE DATA

CONSUMERS POWER COMPANY

Wallace C. Gugler, et al

TRACT 98-D308-5

Warranty Deed | NAME OF GRANTOR 12/13/66 | 4/5/67 | 115 | 631 |

ACCOUNT NO. 110,2240

MAP 8

BOARDMAN-LIVINGSTON

BOOK 115 PAGE 631

#125

1703

3132

MICHIGAN STATE

Otsego COUNTY

Hayes TOWNSHIP

MUNICIPALITY

SECTION 1

T 30 N R 4 W

20.04a PLAT OR AREA

THIS INDENTURE, Made this 13 day of December, 1966, Between WALLACE C. GUGLER and CLARA M. GUGLER, his wife, of 27005 Michigan, Inkster, Michigan; and WESTERN STATES LAND DEVELOPMENT CORPORATION, a Texas corporation having an office at 1546 Penobscot Building, Detroit, Michigan, by Wallace C. Gugler, its Attorney-in-Fact, 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, party of the second part.

WITNESSETH:

\$7000.00

That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors and assigns, Forever, all those certain pieces or parcels of land situate and being in the Township of Hayes, County of Otsego and State of Michigan, and described as follows, to wit:

The South 330 feet of the NE 1/4 of the SW 1/4 of Section 1, T30N, R4W, and also the South 330 feet of the NW 1/4 of the SW 1/4 of said Section 1.

18

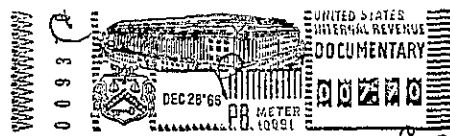
Excepting and reserving to first parties, their heirs, successors and assigns, the easement and right to cross said parcels of land at three locations to be selected by first parties, each location to run in an approximate north-south direction and to be sixty-six (66) feet in width and not to interfere with the operation and maintenance of electrical power towers.

Also excepting and reserving the trees on said land, together with the right to remove same. Said trees are to be removed on or before one year from and after the date hereof. If said trees are not removed on or before one year from and after the date hereof, all title to said trees shall vest in second party, its successors and assigns.

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 said Wallace C. Gugler and Clara M. Gugler, his wife, and Western States Land Development Corporation by its Attorney-in-Fact, Wallace C. Gugler, parties of the first part, for themselves, their heirs, successors, assigns, executors and administrators, do 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 ensembling and delivery of these presents they are well seized of the above-granted premises in fee simple; that they are free from all encumbrances whatever and that they will, and their heirs, successors, assigns, executors and administrators, shall Warrant and Defend the same against all lawful claims whatsoever.

STATE OF MICHIGAN } 5TH DAY OF APRIL 1967 AT 2:30 P.M. REGISTER OF DEEDS

OTSEGO COUNTY Treasurer's Office, Gaylord, Mich. APR 5 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.



Formerly 2266-D146-5

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty with vertical lines.

M.D.

MAPPED AND CHECKED

SEE NOTE #1 FOR LICENSE FOR FLOWLINES AND DRIVEWAY SEE NOTE #2 FOR AMENDMENT TO LICENSE.

SPECIAL ASSIGNMENTS

Item No.	Description	Start	End	Notes
1	Flowline	Start	End	Notes
2	Flowline	Start	End	Notes
3	Flowline	Start	End	Notes

ASSIGNMENTS AND SPECIAL ASSIGNMENTS

1. Abstract _____
2. Options of _____
3. Title _____
4. Mortgage Release _____

NOTE: (By Sale No. Otsego 489) CPCo granted license for gas and brine flowlines and ice 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° 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° 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° 23' 43" East 50.67 feet; thence North 62° 36' 47" East 161.01 feet; thence North 27° 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° 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° 03' 55" West 367.19 feet to "Reference Point I"; thence North 00° 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° 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° 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° 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.

ACCOUNT NO. _____ MAP _____

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LSEF 115 PAGE 632

IN WITNESS WHEREOF, said parties of the first part, respectively Wallace C. Gugler and Clara M. Gugler, his wife, and Western States Land Development Corporation by its Attorney-in-Fact, Wallace C. Gugler, have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence Of:

Alex Farino
ALEX FARINO

Charles R. Jennings
CHARLES R. JENNINGS

Wallace C. Gugler
Wallace C. Gugler

Clara M. Gugler
Clara M. Gugler

Wallace C. Gugler
Wallace C. Gugler, Attorney-in-Fact,
for WESTERN STATES LAND DEVELOPMENT CORPORATION

EDWARD J. ATTARD
Notary Public, Wayne County, Mich.
My Commission Expires Aug. 15, 1967
State of Michigan)
County of Otsego)

On this 13 day of December, 1966, before me a Notary Public of Wayne County, Michigan, acting in Otsego County, personally appeared Wallace C. Gugler and Clara M. Gugler, to me known to be the same persons named in and who executed the foregoing instrument and who acknowledged the execution of the same to be their free act and deed.

EDWARD J. ATTARD
Notary Public, Wayne County, Mich.
My Commission Expires Aug. 15, 1967

Edward J. Attard
Notary Public Wayne County, Michigan

My commission expires:

EDWARD J. ATTARD
Notary Public, Wayne County, Mich.
My Commission Expires Aug. 15, 1967
State of Michigan)
County of Otsego)

On this 13 day of December, 1966, before me, a Notary Public of Wayne County, Michigan, acting in Otsego County, personally appeared Wallace C. Gugler, to me known, who being by me duly sworn, did say that he is the Attorney-in-Fact for and signed the above instrument in behalf of Western States Land Development Corporation as such Attorney-in-Fact, and acknowledged the execution of said instrument to be his free act and deed as said Attorney-in-Fact for Western States Land Development Corporation and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Wallace C. Gugler acknowledged said instrument to be the free act and deed of said corporation

EDWARD J. ATTARD
Notary Public, Wayne County, Mich.
My Commission Expires Aug. 15, 1967

Edward J. Attard
Notary Public Wayne County, Michigan

My commission expires:

Prepared By James A. Hathaway
1546 Penobscot Building, Detroit 26, Michigan

2266-D 146-5

This Amended License No. 03-25-84-01-01-01 is an amendment to License No. 03-25-84-01-01-01 and the terms and conditions of this license are as follows:

1. Licensee: Power Company

2. Licensee: Mercury Exploration Co., Inc.

WHEREAS - License No. 03-25-84-01-01-01

WHEREAS, Licensor and Licensee entered into a certain license for gas and brine flowlines and for an access driveway dated 8-25-84, covering certain land in the Twp of Hayes and Livingston in the Co of Osage, 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 5 inch gas flowline to be buried a minimum of 3 ft beneath the surface of the land, said 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 E 1/4 & S 1/4 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.