

TITLE DATA

CONSUMERS POWER COMPANY

William Hyslop and wife, Laura Bell

TRACT 1-E112-14

Warranty Deed | 5/12/67 | 8/18/67 | 117 | 617 | 693606

ACCOUNT NO. W.D #8243

MAP 11-123

LIVINGSTON SUB SITE

RECORDED IN DEEDS LIBER 117 PAGE 617

Recorded AUGUST 18 1967 at 7:30 o'clock A.M. Liber 117 of Deeds, Page 617 R. W. Warner Register of Deeds.

WARRANTY DEED

This Indenture, made May 12 1967 BETWEEN

WILLIAM HYSLOP and LAURA BELL HYSLOP, his wife, of 9390 Geddes Road, Saginaw, 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 Livingston, County of Otsego and State of Michigan, and described as follows, to-wit:

The South 330 feet of the NW 1/4 of the SW 1/4 of Section 31, T31N, R3W.

It is understood and agreed that said second party will limb, top and save all trees eight (8) inches and over in diameter and pile the same on said land for removal by first parties provided, however, that the same is removed by first parties within ninety (90) days after the same is piled by second party. In the event first parties fail to remove said timber within the above provided for 90-day period, then title to said timber shall revert to and vest in second party.

OTSEGO COUNTY Gaylord, Mich. TREASURER'S OFFICE ss. Aog 18 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. Ben W. Johnson COUNTY TREASURER

SEE NOTE #1 FOR REL. OF R/W FOR GAS MAIN. SEE NOTE #2 FOR ESMT FOR GAS PIPELINE.

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 Beulah Warner

William Hyslop Laura Bell Hyslop



STATE OF MICHIGAN,) County of Saginaw) ss. On May 12 1967 before me, a Notary Public of Kent County, Michigan, acting in Saginaw County, personally appeared William Hyslop and Laura Bell Hyslop,

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 Notary Public, Kent County, Michigan.

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

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes notes: SEE NOTE #3 FOR SALE OF PART OF ABOVE LAND. SEE NOTE #4 FOR RIGHT OF FIRST REFUSAL. SEE NOTE #5 FOR SALE OF LAND.



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NOTE #2

(By Sale No. 189.412-0) CPCo granted an esmt for gas pipeline purposes across the ld on the caption of this instrument as follows:

ORIGINAL INSTRUMENTS AND REFERENCES

Line No. _____ Esmt of State

Map & Plat No. _____ Esmt of State

Survey Map No. _____ Esmt of State

1. Consumers Power Co
6/29/60
2. Mich. Consolidated Gas Co. Gas Main

State

Forever, the esmt and right to construct and maintain, repair and replace a 12" gas main in, on, under, through and across the following desc ld in the Twp of Livingston, Co of Otsego, and State of Mich., to wit:

The E 60' of the S 330' of the NW 1/4 of the Sec 31, T31N, R3W.

The str ln of sd gas main shall be located 20' S of the N ln of the above-desc pol of 1d; it being understood that several party shall have ingress and egress across and over the above-desc pol of 1d for the construction, operation and maintenance of sd gas main.

The r/w hereby conveyed and rel is for the sole and only purpose of locating and establishing in, on, under, through and across sd above-desc premises a 12" gas main.

This rel is executed by Consumers Power Co and accepted by Mich Consolidated Gas Co subj to the following conditions, anything in the specs for sd gas main to the contrary notwithstanding, to wit:

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE:

NOTE #2:

(By Sale No. Otsego Co #12; 189.412-0) CPCo granted an esmt for gas pipeline purposes across the ld on the caption of this tract, and other lds, as follows:

1. Consumers Power Company
2-5-91
 2. Apollo Exploration & Dev., Inc.
- Esmt - Gas Pipeline

Forever, the esmt and right to construct, maintain, repair and replace a 4 inch gas pipeline upon, over, under and across sd situate in the Twp of Livingston, Co of Otsego and State of Mich., desc as follows:

A strip of ld 10 ft in width, being 5 ft each side of the following desc centerline: Comm at the SW cor of Sec 31, T31N, R3W; run th N 00 deg 19' 57" E, 1644.78 ft alng the W ln of sd Sec 31 to the POB of this centerline; th S 89 deg 40' 10" E, 570.45 ft; th N 00 deg 04' 07" E, 894.76 ft; th N 05 deg 15' 08" E, 554.18 ft; th N 00 deg 01' 20" W, 331.56 ft; th N 00 deg 05' 23" E, 1924.85 ft; th N 01 deg 06' 06" E, 1359.19 ft; th N 26 deg 57' 47" E, 1449.11 ft; th N 30 deg 40' 29" E, 797.35 ft; th N 22 deg 10' 22" E, 178.69 ft; th N 43 deg 03' 49" E, 341.85 ft; th N 26 deg 32' 55" E, 333.03 ft; th N 14 deg 45' 52" E, 388.03 ft; th N 27 deg 26' 01" E, 997.04 ft to the POE of this centerline, being N 89 deg 22' 45" W, 13.50 ft from the N 1/4 cor of Sec 30, T31N, R3W.

Together with the right to use 2 strips of ld, each 10 ft wide, on each side of the 10 foot strip desc above, as temporary work space during the construction, maintenance or removal of sd 4 inch gas pipeline.

The esmt hereby conveyed and released is for the sole and only purpose of locating and establishing upon, over, under and across sd above desc premises, a 4 inch gas pipeline buried a minimum of 4 ft beneath the surface of the ld, sd distance being measured from the surface of sd ld to the top of sd pipeline, as near as practicable to the centerline desc above.

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.

NOTE # 3: (Otsego Co #55) Consumers Energy Company conveyed part of the land on the caption of this tract, excepting and reserving mineral rights without right of surface entry and easement rights for existing and future electric transmission rights, as follows:

- | | |
|---------------------------------------|----------------------------|
| 1. Consumers Energy Company | Partial sale - QCD |
| 2-11-99 | |
| 2. CMS Generation Michigan Power, LLC | (Liber 714, Pages 379-381) |

Certain land in the Township of Livingston, Co of Otsego, and State of Michigan, described as follows:

A parcel of land located in the SW ^{6"}¼ of of Sec 31, T31N, R3W, desc as follows: To find the POB of this desc, comm at the SW cor of Sec 31 and run th S 89 deg 14' 20" E, alg the S section line (being the centerline of M-32), 1444.78 ft to the W 1/8 line of Sec 31; and thence N 00 deg 27' 10" ^(E) along the W 1/8 line, 659.03 ft to the POB of this desc; thence N 89 deg 15' 00" W, 404.77 ft; th N 00 deg 42' 54" E, 773.69 ft; th S 89 deg 47' 24" E 388.94 feet to a pt on the W 1/8 line; th S 00 deg 27' 10" E, along the W 1/8 line, 777.43 ft to the POB.

Together with a non-exclusive easement for an access driveway on, over and across a strip of land described as follows: To find the POB of this desc, comm at the Sw corner of sd Section 31 and run thence N 00 deg 19' 00" E, alg the W sec line, 1201.70 ft to the POB; thence N 89 deg 53' 53" E, 707.11 ft; thence N 87 deg 45' 15" E, 328.34 ft to a pt on the W ln of Pcl I described above; thence N 00 deg 42' 54" e, alg the W ln of Parcel I, 32.00 ft; th S 87 deg 45' 15" W, 328.34 ft; th S 89 deg 53' 53" w, 707.11 ft to a pt on the W section line; th S 00 deg 19' 00" W, alg the W sec ln, 32.00 ft to the POB. Grantee's use of the access driveway shall be in common with use by Grantor, its successors and assigns. Grantee, its successors and assigns, shall be solely responsible for snow removal and for maintaining said driveway in good condition, and Grantor, its successors and assigns, shall have no responsibility to perform or contribute to the cost of same.

Excepting and reserving to Grantor, its successors and assigns, forever, (a) all right, title and interest in and to all coal, oil, gas and other minerals (but not including sand, clay or gravel) on, in or under sd land and (b) the exclusive right to store, re-store and protect oil, gas and other minerals in the subsurface strata underlying said land. Grantor, its successors and assigns, and it and their lessees and licensees, shall have the right, at any time, to use all usual, necessary or convenient means for (i) exploring for, mining and removing said coal, oil, gas and other minerals, and (ii) storing, re-storing and protecting oil, gas and other minerals in such subsurface strata and taking and retaking same from storage; but without entering upon the surface of said land.

Also excepting and reserving to Grantor, its successors and assigns, forever: 1) the easement and right to operate, maintain, repair, inspect, replace, improve (including but not limited to the addition of guy wire and anchors), enlarge and remove the existing electric lines that run in a N'y -S'y and E'y 9 W'y direction on, over and across said land as presently located, and 2) the easement and right to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove an additional electric line, consisting of towers, pole structures, poles or any combination of same, with wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices for the purpose of transmitting and distributing electricity, sd future line to run in a N & S direction on, over and across sd land, the centerline of which shall be approximately 85 ft W of the E ln of sd land. Grantor, its successors and assigns, shall have the right to cut, trim, remove, destroy or otherwise control all trees and brush now or hereafter standing or growing within 80 feet on each side of the existing and future lines. Grantee, its successors and assigns, shall at no time place any buildings or other above-ground structures within 36 feet on each side of the existing and future lines. Limited exercise of the reserved easements and rights by Grantor, its successors or assigns, shall not prevent Grantor, its successors or assigns, from later making use of the easements and rights to the full extent herein excepted and reserved.

DX (205.1-DX 114-18)

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE..

NOTE #4: In the file is a "Right of First Refusal".

(LIBER 714, PAGES 351-353)

Between CMS Generation Michigan Power, LLC and Consumers Energy Company
Dated 2-11-99.

Paragraph #1: In the event Michigan Power at any time hereafter desires to sell said land or any part thereof and receives an offer from a third party to purchase said land (described in Note #3), or any part thereof, which offer Michigan Power desires to accept, Consumers shall have the right to purchase said land or such part thereof, as the case may be, from Michigan Power at the same price and on substantially the same terms and conditions as offered by such third party.

Paragraph #2: Michigan Power shall notify Consumers in writing of any such offer that Michigan Power receives and desires to accept, and Consumers shall have 3 business days from the date of receiving such notice to notify Michigan Power in writing of its exercise of the aforesaid right of first refusal. If Consumers fails to notify Michigan Power of its decision either to exercise or to decline to exercise such first refusal right by written notice within the aforesaid time, Consumers shall be deemed to have declined to exercise such right.

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.

NOTE # 5 : (Otsego #55.1) Consumers Energy Company granted an easement for a gas pipeline, tap site and meter station purposes across the ld on the caption of this tract, as follows:

- | | |
|--|---|
| 1. Consumers Energy Company
1-14-99 | Easement - Gas pipeline, tap site & meter station |
| 2. Michigan Consolidated Gas Company | |

forever, an easement for a gas pipeline, tap site, and meter station on, under, and across Grantor's land in the Township of Livingston, County of Otsego, and State of Michigan, described as follows:

Pipeline Strip: A 25-foot-wide strip of land across part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 31 North, Range 3 West, the West line of said strip being 10 feet West of, and the East line of said strip being 15 feet East of the following described line: To find the point of beginning of the description of said line, commence at the Southwest corner of Section 31 and run thence S 89E 14' 20"E, along the South section line, 1444.78 feet; thence N 00E 27' 10"W, along the West 1/8 line, 1436.46 feet; thence N 89E 47' 24" W, parallel to the South 1/8 line, 128.14 feet to the point of beginning; thence N 00E 27' 10"W 204.01 feet to the point of ending of the description of said line.

Tap Site Parcel: A parcel of land in the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 31 North, Range 3 West, described as: To find the point of beginning of this description, commence at the Southwest corner of Section 31 and run thence S 89E 14' 20" E, along the South section line, 1444.78 feet; thence N 00E 27' 10" W, along the West 1/8 line, 1436.46 feet; thence N 89E 47' 24" W, parallel to the South 1/8 line, 128.14 feet; thence N 00E 27' 10" W 204.01 feet to the point of beginning; thence N 89E 47' 24" W 10.00 feet; thence N 00E 27' 10" W 25.00 feet; thence S 89E 47' 24" E 25.00 feet; thence South 00E 27' 10" E 25.00 feet; thence N 89E 47' 24" W 15.00 feet to the point of beginning.

Meter Station Parcel: A parcel of land in the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 31 North, Range 3 West, described as: To find the point of beginning of this description, commence at the Southwest corner of Section 31 and run thence S 89E 14' 20" E, along the South section line, 1444.78 feet; thence N 00E 27' 10" W, along the West 1/8 line, 1436.46 feet; thence N 89E 47' 24" W, parallel to the South 1/8 line, 113.14 feet to the point of beginning; thence N 89E 47' 24" W 100.00 feet; thence S 00E 42' 55" W 100.00 feet; thence S 89E 47' 24" E 100.00 feet; thence N 00E 42' 55" E 100.00 feet to the point of beginning.

This easement is conveyed solely to allow Grantee to install, operate, maintain, repair, replace, and remove: 1) a gas pipeline under and across the pipeline strip described above, 2) a tap site consisting of underground and above-ground piping and related equipment on and under the tap site parcel described above, and 3) a meter station consisting of underground and above-ground piping and related equipment, including a blow-off vent, a building housing meters and related equipment, a separator, and a heater, with underground electric and telecommunication service lines, on and under the meter station parcel described above. Grantee may, at its discretion, fence the tap site parcel and shall enclose the meter station parcel in a chain-link fence of at least 6 feet in height, which shall be grounded in at least 4 locations. If Grantor so requests, Grantee shall use a tandem lock on the gate in such fencing. The pipeline installed on the pipeline strip described above shall be no more than 8 inches in diameter and shall be buried a minimum of 3 feet beneath the surface of the land (measured from the surface of the land to the top of the pipeline). The blow-off vent shall be a maximum of 4 inches in diameter and shall be located no more than 20 feet East of the West line and 20 feet North of the South line of the meter station parcel. Grantee shall obtain Grantor's approval of the location of underground electric and telecommunications services lines on Grantor's land. Grantee shall have access to the pipeline strip, tap site parcel, and meter station parcel via any access driveway now or hereafter in existence, but if no such driveway provides access to the pipeline strip, tap site parcel, and meter station parcel, Grantee shall have access at a location Grantor approves in advance.

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.