CONSUMERS POWER COMPANY 1/2 TITLE DATA TRACT_2-E112-15 Joseph A. Mercurio and wife, Gertrude L. - work in MAP_ persones 803 40 Jan NAME OF GRANTOR ACCOUNT NO. 1/3 W.O.# 8243 12/15/66 1 1/23/67 115 136 1 DATE OF INST. DATE OF RECORD LIBER PAGE 693606 Warranty Deed 28243m 7/531-7: KIND OF INSTRUMEN LIVINGSTON SUBSTATION SITE 57 JEFR 115 MGF 135 Recorded JAN 23,1967 at 9:30 o'clock AM MICHIGAN <u>Otsego</u> Livingston **RECORDED IN DEEDS** COUNTY TOWNSHIP STATE Liber 115 of Deeds, Page 136 31 T 31 N (R 3 W T. W. Wert pt. Register of Deeds MUNICIPALITY SECTION RANGE WARRANTY DEED TOWN 10,95A This Indenture, made December 15th , 19 66 BETWEEN JOSEPH A. MERCURIO and GERTRUDE L. MERCURIO, his wife, SÉE FOR LICENSE TO MERCURY EXPLORATION ¢ο of 20595 Fairview Street, Dearborn Heights, Michigan, BALANCE parties of the first part, ENVIRONMENTAL ASSESSMENT 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, REFER TO DOCUMENT IN FILE: # 3,500.00 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 Valable 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, SEE NOTE #5 FOR SALE OF PART OF ABOVE LAND of Livingston to-wit: County of Otsego TRANSFERS NOTE FOR The W 1/2 of the E 1/2 of the SW 1/4 of the SW 1/4 of Section 31, T31N, R3W. 31, T31N, R3W. Excepting and reserving to first parties, the right to remove all trees on said above-described land on or before December 1, 1967. In the event first parties fail to remove said trees on or before December 1, 1967, then title to said trees shall revert to and vest in second party. DEC23'66 PD.METERMAL REVENUE DOCUMENTARY DEC23'66 DEC23'6 DEC23'66 DEC23'66 DEC23'66 DEC23'66 DEC23'66 DEC23'6 DEC AMOUNT WWWWWWW o OTSEGO COUNTY TREASUREUS OFFICE as, July 23 1967 I hereby certify that according to our records all taxes to this office are paid for five years preceding the fact of this petitimet. This does not include taxes in the precedual collection. GOUNTY TREASURER 093 SEE NOTE #1 FOR REL OF R/W FOR PELEPHONE CABLE SEE NOTE #2 FOR REL OF R/W FOR ELECTRIC LINE SEE NOTE #3 FOR EASEMENT FOR ELECTRIC DISTRIBUTION POLE LINE SEE NOTE #4 FOR AMENDMENT FOR LICENSE. 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 S 0 υ 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. LL. 0 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. ທ Σ Signed, and Delivered in Presence of lph le metauseo Ш Joseph A. Mercurio Joseph A. Mercurio F Gertrude L. Mercurio baugh STATE OF MICHIGAN,)) ss. JOURNAL County of <u>Wayne</u>) On <u>December 15th</u>, 19 66 County, personally appeared Joseph A. Mercurio and Gertrude L. Mercurio to me known to be the same person s described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed. MARCE Cocilyaugn 19 CD TABLES PREPARED BY, O. R. ROOD, CONTUMERS POWER CO. 212 W. MICHIGAN AVENUE, DAGLON, MICHIGAN DATE

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असून ्राल्ट् कि उत्तर ते क्षेत्र करंगते केंद्र तलक

නීත ක්ෂ මනාවේෂ පරාසනයේ අතර අතු විද සිංහ සිංහ කරන තැබී අත්පු පුතානයක හරි වියසා විද්යා ක්ෂ කරන්නට කිරීමත් කරනා වෙනු, කාමයා සිංහ සංකාධය සේ අමධානයේකා අංකාරයකයා ද පරාසන්තාක සාමාන කරනා හා සැකකරා බී. "ක ස්ථානයකා, පස්ථාන එක මය වැඩි පතානයක් මී මහානයකි ක්ෂ පොලිකාල සැටිකාල සම කීරා 10 කා පොරාල අත වන පියානය.

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This cold command by GPCs and accepted by Conerol Talaphone Co. of Mich., subjus the file following conditions, swything in the space for at telephone coble to the conterny notwithstanding, to wit:

TOR FURNING CONDITIONS OF ORIGINAL IN PILE:

NOTE #2 (By Sale No. 189.404-7; T 72-132) Consumers Power Company granted a release of right of ver for an electric line across the land on the coplica of this tract and other lands as follows:

Ĵ. +	Consumars Power Co.		
	6-6-72	Rel of R/W	X-15
2.	Top O'Mich Nural Flee Co.	Elocaric Line	

The east and right to construct and maintain on elec distribution in, overhead in part and underground in part, consisting of poles, mires, cables, conduits and other fixtures and appurcenances on, over, under and across the following desc pole of 1d in the Top of Livingston, County of Otsego and State of Mich, to wit:

The SW 1 of the SW 1 of Sec 31, T31N, R3W.

The route to be taken by sd in of poles, wires, cables and conduits on, over, under and across sd ld being more spec desc as follows:

Bog at a point on the W in of Sec 31, T31M, R3W, which is 441' divbane N of the S in of sd sac, run th E parallel with the S in of sh sec 40' to a pole and the place of ending of an overhead else distribution in and the pob of an underground else distribution in cable, th S parollel with the W in of sh sec and 40' right angular distant E therefree 281', th E parallel with the S in of sh sec and 160' right angular distant N therefree 1397', th W parallel with and 7' right angular distant W of the W 1/8 in of sh sec 186' to a pole and the pob of an overhead class distribution in and the place of ending of sh underground else distribution in coble, th E parallel with the S in of sh sec 7' to the W 1/8 in of sh sec.

Together 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 a promises for the purposes of constructing and repairing, removing, replacing and maintaining ad poles, wires and cables, and the right to trim or remove any trees which at any time may interfare or threaten to interfere with the maintenance of ad ln.

This release is executed by first party and accepted by second party subj to the following conditions:

SON REPARTS CONSTRUCTS FLA PROFED DE AUCL

NOTE #3: (By Sale No. Otsego #31; 189.348-6) CPCo granted an Easement for Electric Distribution Pole Line on land across the caption of this tract as follows:

> 1. Consumers Power Company 4 - 21 - 92

2. Top O' Michigan Rural Electric Co.

Forever, the easement and right to maintain, repair, and remove an existing electric distribution line on, over, and accord across a parcel of land in the Township of Livingston, County of Otsego, and State of Michigan, described as follows:

The South 55 feet of the Southwest 1/4 of the Southwest 1/4 of Section 31, Township 31 North, Range 3 West.

The easement hereby conveyed and released is for the sole and only purpose of allowing Grantee to maintain, repair, and remove an existing three-phase overhead electric distribution line, with one lateral line and guy wire with anchor at Pole #55, in an East-West direction on, over, and across said parcel of land.

This instrument is executed by Grantor and accepted by Grantee subject to the following terms and conditions:

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE.

NOTE 4#: (By Sale No. Otsego #39) 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
- 2. Mercury Exploration Company, Inc.

CPCo hereby grants to Licenses, on the terms and conditions hereinafter mentioned, the LICENSE and PERMIT to enter upon and use certain strips of land in the Township of Haves 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 sas and brine flowlines shall be located along the centerlines of the following described strips of land: Wen in india in

Flowline Strip #3: A 10 foot wide strip of land across part of Section 31, Township 31 North, Range 3 West, lying 5 feet on each side of and coincident to the following described centerline: Commence at the Southwest corner of said Section 31 and run thence South 88° 50' 59" East 746.53 feet, along the South line of said Section 31, to the point of beginning; thence North 00° 03' 55" West 90.81 feet; thence North 44° 57' 13" East 62.58 feet; thence South 89° 43' 21" East 648.91 feet to the West 1/8 line of said section 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 the Licensee's flowlines and lateral lines. م م

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE

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1. Consumers rower company Al-Ab-BE 2. Veroux v Europation Co.. inc.

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whereas, usensor and mighted material into a certain mease its sea and prime inclusions and for an access or versa vertex $d = 35 - d_{\rm exc}$ opyering certain 1d in the Twos of Haves and Livingston in the 00 of Usesso, and more particularly deal in the license:

Whereas, the partles desire to amend the license: Licensor and Licensee mutually agree that the aforementioned license is hereby amended as tollows:

1. Encensee is hereby authorized to include an additional 5 inch gas flowline to be buried a minimum of 3 it beneath the surface of the 1d, ad distance being measured from the surface to the top of the flowline. The flowline shall run sig and parallel to the existing gas and brine flowlines on the flow a 5 iv sides of the flowlines and within the lo-root wide strips of 1d which are desc as flowline Strips #1. #2 a #5 in the aforementioned license. No other portion of the premises desc in the license are affected by this paragraph.

2. Licensee shall nereby have temporary construction rights as cese in the original license for the additional flowline. So temporary rights shall expire upon the completion of construction.

FOR OTHER CONDITIONS, SEE ORIGINAL IN FILE.

so cure without right of surface entry and esmt rights for existing and future elec trans lines, as follows:
Consumers Energy Company Partial Sale - QCD
2. CMS Genered Michigan Power, LLC
Forever, certain land in the Twp of Living Co of Otsego and tate of Michigan, desc as follows:
FOR FURTHER CONDITIONS, SEE ORIGNAL IN FILE
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etween CMS Generation Michigan Power, LLC and Consumers Energy Company
Dated February 11, 1999.
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Tract #2-E112-15

NOTE # 5: (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 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 In of Pcl I described above; thence N 00 deg 42' 54" e, alg the W In 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 In, 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 includings 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. $\left(\underbrace{205.1-D\times104-18}_{DY}\right)$

Also excepting and reserving to Grantor, its successors and assigns, forever: 1) the easement and right to operatge, 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'ly –S'ly and E'ly 9 W'ly 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.

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE..

NOTE #6: In the file is a "Right of First Refusal".

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 there of and receives an offer from a third party to purchase said land (described in Note #3), or any part there of, which offer Michigan Power desires to accept, Consumers shall have the right to purchase said land or such part thereof, as the cas 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, Conosumers shall be deemed to have declined to exercise such right.

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.