

Joseph A. Mercurio and wife, Gertrude L.

Warranty Deed 12/15/66 1/23/67 115 136

ACCOUNT NO.

MAP

693606

W.D. #8243

11-723

LIVINGSTON SUBSTATION SITE
RECORDED IN DEEDS LIBER 115 PAGE 136

Recorded Jan 23 1967
at 9:30 o'clock A.M.
Liber 115 of Deeds, Page 136
T. W. West, Jr.
Register of Deeds

MICHIGAN STATE

Otsego COUNTY

Livingston TOWNSHIP

MUNICIPALITY

31 SECTION

T 31 N R 3 W TOWN RANGE

10.95A PLAT OR AREA

WARRANTY DEED

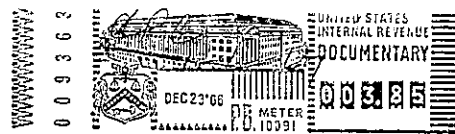
This Indenture, made December 15th 1966
BETWEEN JOSEPH A. MERCURIO and GERTRUDE L. MERCURIO, his wife,
of 20595 Fairview Street, Dearborn Heights, Michigan,

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 Val-
able Consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and ac-
knowledged, 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 W 1/2 of the E 1/2 of the SW 1/4 of the SW 1/4 of Section
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.



OTSEGO COUNTY Treasurer's Office
I hereby certify that according to our records all taxes
retained 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

SEE NOTE #1 FOR REL OF R/W FOR TELEPHONE 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
the delivery of the above presents he is well seized of the above granted premises in fee simple; that they are free from all incum-
brances 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
Raymond F. Billmeyer
Fred J. Coolbaugh
Joseph A. Mercurio
Gertrude L. Mercurio

STATE OF MICHIGAN,)
) ss. On December 15th 1966
County of Wayne)
before me, a Notary Public of Kent County, Michigan, acting in Wayne
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.

My commission expires May 3rd 1969
Fred J. Coolbaugh Notary Public, Kent County, Michigan.

PREPARED BY J. R. BOOD, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes text: SEE NOTE #4 FOR LICENSE TO MERCURY EXPLORATION CO, ENVIRONMENTAL ASSESSMENT REFER TO DOCUMENT IN FILE, SEE NOTE #5 FOR SALE OF PART OF ABOVE LAND, SEE NOTE #6 FOR RIGHT OF FIRST REFUSAL.



OTHER DATA AND NOTES

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 0' Michigan Rural Electric Co.

Forever, the easement and right to maintain, repair, and remove an existing electric distribution line on, over, and 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 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 #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 Licensee's flowlines and lateral lines.

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE

and that by date of execution of this license amendment or license across the land on the portion of this tract as follows:

1. Consumers Energy Company

12-15-99

Amendment - License dated 8-11-99

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 8-11-99, covering certain land 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 land, said 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 Ely & S iv 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.

~~by date of execution of this license amendment or license across the land on the portion of this tract as follows:~~

~~Consumers Energy Company~~

~~Partial Sale - QCD~~

~~2-11-99~~

~~2. CMS Generation Michigan Power, LLC~~

~~Forever, certain land in the Twp of Livingston Co of Otsego and State of Michigan, desc as follows:~~

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

~~between CMS Generation Michigan Power, LLC and Consumers Energy Company~~

~~Dated February 11, 1999.~~

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

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 ln of Pcl 1 described above; thence N 00 deg 42' 54" e, alg the W ln of Parcel 1, 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 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.

(205.1-DX114-18)
DX

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'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.

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 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.