

TITLE DATA  
Reservation from Sale

MICHIGAN  
STATE

Presque Isle  
COUNTY

Presque Isle  
TOWNSHIP

CONSUMERS ENERGY CO.

219.2-D-103-2

Quit-Claim Deed, NAME OF GRANTOR  
4/3/97, 6/8/97, 322, 587

MUNICIPALITY

25 & 36, T33N, R8E  
SECTION TOWN RANGE

TRACT

MAP

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PLAT OR AREA

Presque Isle Co. #1

#71-C2

QUIT-CLAIM DEED

THIS INDENTURE is made this 3rd day of April, 1997, between CONSUMERS ENERGY COMPANY, a Michigan corporation (formerly Consumers Power Company, a Michigan corporation, successor by merger to Consumers Power Company, a Maine corporation), 212 West Michigan Avenue, Jackson, Michigan 49201, Grantor, and THE STATE OF MICHIGAN, Box 30448, Lansing, Michigan 48909, Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, and forever QUIT-CLAIM unto Grantee, and to its successors and assigns, forever, certain land in the Township of Presque Isle, County of Presque Isle, and State of Michigan described as follows:

Parcel #1: Government Lots 1, 2, 3, and 4; the W 1/2 of the SW 1/4; and the SE 1/4 of the SW 1/4, all being in Section 25, T33N, R8E. Containing approximately 252.57 acres.

~~Parcel #2: Entire E 1/2 and entire SW 1/4 of Section 25, T33N, R8E. Containing approximately 480 acres.~~

Parcel #3: Entire Section 36, T33N, R8E. Containing approximately 563.46 acres.

~~Parcel #4: All of fractional Section 31, T33N, R8E. Containing approximately 44.75 acres.~~

Excepting and reserving to Grantor, its successors and assigns, all oil, gas, and associated hydrocarbon substances in and under Parcels #1-#4 described above and the exclusive right to store, re-store, and protect oil, gas, and associated hydrocarbon substances in the subsurface strata underlying said Parcels. Grantor, its successors and assigns, may request of Grantee the right to enter upon said Parcels for the purpose of (i) exploring for, mining, taking, storing, processing, making merchantable, transporting, and removing said oil, gas, and associated hydrocarbon substances, and (ii) storing, restoring, and protecting oil, gas and other hydrocarbon substances in the subsurface strata and taking and retaking

same from storage. Grantee will not unreasonably or arbitrarily withhold such permission.

Saving, excepting, and reserving to Grantor, its successors and assigns, the following EXCLUSIVE easements in, over, across, and under a portion of Parcels #1 and #3, as hereafter described: 1) to enter upon the parcels of land; 2) to construct, operate, repair, inspect, replace, improve, enlarge, and remove existing and future electric facilities on said parcels of land, including but not limited to electric substations, overhead and/or underground lines 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; 3) to construct, operate, repair, inspect, replace, improve, enlarge, and remove existing and future communications facilities located on said parcels of land, including but not limited to overhead and/or underground lines consisting of towers, pole structures, poles, or any combination of same, with wires, cables, fiber optic cables, and other fixtures and appurtenances for the purpose of conducting a communication or related business; and 4) to cut, trim, remove, destroy, or otherwise control any trees and brush located on said land that may, in the opinion of Grantor, interfere or threaten to interfere with or be hazardous to the above-described existing and future facilities.

A 270-foot-wide strip of land across Parcels #1 and #3 described above, the Westerly line of which is located 105 feet West of the centerline of an existing electric line, said centerline being described as: To find the point of beginning of said center line, commence at the South 1/4 corner of Section 13, T32N, R8E, and run thence West, along the South line of said section, 203.81 feet to the point of beginning of the description of said centerline; thence North 22°25'05" East 932.55 feet; thence North 00°17'56" East 7210.43 feet to a point on the East-West 1/4 line of Section 12, T32N, R8E, said point being North 88°33'33" West 2547.98 feet of the East 1/4 corner of Section 12; thence North 00°17'56" East (into T33N, R8E) 13,530.31 feet; thence North 29°01'10" West to the West line of Section 25, T33N, R8E, and the point of ending of the description of said center line.

It is intended hereby to reserve the above described easements EXCLUSIVE of any person or entity except Grantee itself, and in the event that Grantee wishes to grant an interest in the land, other than a conveyance of the entire fee interest, Grantee must secure Grantor's PRIOR written consent to any such grant, and Grantor may give such consent in its sole discretion and attach any conditions to such consent. Nothing herein shall prevent Grantee from using the land subject to the above-described easements in the same manner as other public lands under its jurisdiction, except that such use shall not interfere with the exercise of the rights reserved to Grantor.

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MICHIGAN  
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TOWNSHIP

CONSUMERS ENERGY CO.

NAME OF GRANTOR

MUNICIPALITY

SECTION

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Grantee agrees that no buildings or other structures will be erected on said strip of land and no materials, supplies, substances, or equipment shall be placed or stored upon said strip of land. Grantee shall secure Grantor's PRIOR written consent for any roads, irrigations systems, or any other use of said strip of land that may affect Grantor's reserved rights hereunder and Grantor may give such consent in its sole discretion and attach any conditions to such consent.

Nonuse or a limited use of the easements by Grantor hereby reserved shall not prevent Grantor from later making use of the easements to the full extent herein stated. No delay or omission by Grantor to enforce its rights hereunder shall be held to cancel same or be considered as a waiver thereof.

Notice pursuant to MCL 560.109: This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD said premises unto Grantee and to its successors and assigns, to the sole and only proper use, benefit and behoof of Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

WITNESSES:

CONSUMERS ENERGY COMPANY

Judy M Schultz  
Judy M Schultz  
Jeannie M King  
Jeannie M King

By Thomas A McNish  
Thomas A McNish  
Its Vice President and Secretary

AREA

STATE OF MICHIGAN  
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 3rd day of April, 1997, by Thomas A McNish, Vice President and Secretary, of CONSUMERS ENERGY COMPANY, a Michigan corporation, on behalf of the corporation.

Jeannie M King  
Jeannie M King Notary Public  
Ingham ~~Jackson~~ County, Michigan  
Acting in Jackson County  
My Commission Expires March 21, 2001