

WARRANTY DEED

CONSUMERS POWER COMPANY, a corporation organized and existing under the laws of the State of Michigan, having its principal office at 212 West Michigan Avenue, Jackson, Michigan 49201, GRANTOR, for and in consideration of the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) received to its full satisfaction, does by these presents CONVEY AND FOREVER WARRANT UNTO THE UNITED STATES OF AMERICA, Washington, D.C., and its assigns, GRANTEE, certain tracts of land with all appurtenances thereunto belonging or in anywise appertaining, situate in the Townships of Mentor and Big Creek, County of Oscoda, State of Michigan, said lands being more particularly described in Exhibit "A" attached hereto and made a part hereof, and said lands containing an aggregate of 4847.10 acres, more or less, TOGETHER with a Conservation Easement in perpetuity in, over, and upon certain other tracts of land, described in Exhibit "B" attached hereto and made a part hereof, along with a right of annual entry (said right to be exercised after prior notice to the landowner) onto said lands for easement inspection purposes, the conservation easement to be of the nature and extent as immediately herein-after specified, to run with the lands described in Exhibit "B", and to be appurtenant to and for the benefit of the lands described in Exhibit "A".

THE NATURE AND EXTENT of the Conservation Easement hereinabove noted and hereby conveyed shall restrict the use of only the lands identified in Exhibit "B" in the following manner:

CONSERVATION EASEMENT RESTRICTIONS

1. Said lands shall be used for single family residential purposes and for recreational purposes, including all uses necessarily or customarily incidental to said purposes. No commercial or business activity of any kind shall be conducted on said lands.

Office of Treasurer of Oscoda County, Michigan

State of Michigan JAN. 12 19 81

I hereby certify that there are no Tax Liens or Taxes held by the State or any individual against the within description, and all taxes or same are paid for five years previous to the date of this instrument, as appears by the records in this office.

Jeri Winton
County Treasurer

RECORDED

At 4:45 o'clock P.M.

Date Jan. 12 1981

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Patricia Wright, Dep.
Register of Deeds

Oscoda County, Michigan

R.E.H.
R.E.H.

Consideration, Percentage Descriptions checked
Reservation, Exception, Easement checked

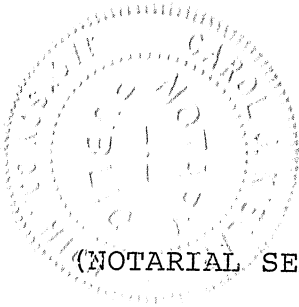
2. No more than one permanent single family residential structure with appurtenant buildings shall be constructed or placed on each parcel of land described in Exhibit B.
3. No buildings or other structures hereafter erected on said lands shall be located within 200 feet of the edge of the AuSable River.
4. No trees, except trees that are dead, diseased or unsafe, will be cut or removed within the area lying between the edge of the AuSable River and a line drawn 100 feet upland from and parallel with the edge of said river.
5. No billboards or commercial outdoor advertising structures of any nature shall be located on said lands.
6. Anything in paragraphs numbered 1 through 3, to the contrary notwithstanding, these use restrictions shall not prevent (i) the use of said lands (located outside the area lying between the edge of the AuSable River and a line drawn 100 feet upland and parallel with the edge of the river) for roadways or utility lines, (ii) the commercial cutting of trees outside the area lying between the edge of the AuSable River and a line drawn 100 feet upland from and parallel with the edge of said river, (iii) the exercise by Grantor, its successors or assigns, of all rights in connection with its ownership of oil, gas, and other hydrocarbons, and all saline minerals and associated substances, provided, however, that the exercise of said rights shall not be conducted upon the surface of the area lying between the edge of the AuSable River and a line drawn 200 feet upland from and parallel with the edge of said river, it being the intention hereby to prohibit all but subsurface slant drilling into said 200-foot-wide area from locations outside, but adjacent thereto, (iv) the replacement of or any addition to any building or other structure located anywhere on said lands on the date of this conservation easement grant.

the easement and right to construct, erect, lay and maintain one or more lines consisting of pole structures, poles, or any combination of same, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under, and across certain strips of land 200 feet in width for all transmission lines, and 30 feet in width for all distribution lines, over a portion of the premises herein conveyed, said strips being described in Exhibit "D" attached hereto and made a part hereof, with full right and authority to Grantor, its successors, licensees, lessees, or assigns, and its and their agents and employees, subject to said Rules and Regulations set forth at Exhibit "E", to enter at all times upon said strips of land for the purpose of patrolling, constructing, repairing, removing, replacing, improving, enlarging, and maintaining such wires, cables, conduits, structures, towers, pole structures, poles and other supports with all necessary braces, guys, anchors, manholes, and transformers and stringing thereon, and supporting and suspending therefrom lines of wires, cables, or other conductors for the transmission of electrical energy and/or communication, and also the right to cut, trim, remove, destroy, or otherwise control all trees and brush growing upon said 200-foot and 30-foot wide strips of land which may, in the opinion of Grantor, interfere or threaten to interfere with or be hazardous to the construction, operation, and maintenance of said lines. No buildings or other structures will be placed on said strips of land without the written consent of Grantor. Limited use of a part of the easement area reserved by the Grantor and occupied by Grantor's transmission line facilities shall not constitute abandonment as to any unused portion of said easement area which is situated within the easement boundaries and located to either side of that portion of said easement area occupied by Grantor's transmission line facilities.

RESERVING ALSO TO the Grantor, its successors or assigns, certain easements and private access road rights of way 16 1/2 feet wide leading to various parcels described in Exhibit B, and to other lands of Grantor not herein conveyed, said easements being more particularly described in Exhibit A under the caption "Road Easement Reservation," said easements being over and across certain lands also described in Exhibit A, and said easements and road rights of way being expressly

STATE OF MICHIGAN)
)
COUNTY OF JACKSON) ss

On this 29th day December, 1980, before me, a Notary Public in and for said county, personally appeared G. L. Heins, to me personally known, who by me duly sworn, did say that he is the Vice President, System Operations of Consumers Power Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said G. L. Heins, acknowledged said instrument to be the free act and deed of said corporation.



(NOTARIAL SEAL)

Carol J. Kielar
Carol J. Kielar
Notary Public
Jackson County, Michigan

My commission expires: December 22, 1981

This instrument was drafted by Michael J. Danaher, Attorney, Office of the General Counsel, U.S. Department of Agriculture, Milwaukee, Wisconsin, and B.E. Hagen, Senior Attorney, Consumers Power Company.

OSCODA COUNTY

T26N, R2E, MICHIGAN MERIDIAN, BIG CREEK TOWNSHIP

Approximate
Acreage

Section 9:

The NW 1/4 of the NE 1/4 and the NE 1/4 of
the NW 1/4. X

80.00

Section 11:

The South 30 acres of the SW 1/4 of the
SW 1/4. X

30.00

T26N, R3E, MICHIGAN MERIDIAN, MENTOR TOWNSHIP

Section 6:

The NE 1/4 of the SE 1/4 and the S 1/2 of the
SE 1/4. X

120.00

Section 7:

The SE 1/4 of the NE 1/4 and that part of the
E 1/2 of the SE 1/4 and a 100 foot wide strip
of land in the W 1/2 of the SE 1/4 of said
Section 7 lying Northerly of a line described
as beginning at a point on the East line of
said section 393 feet North of the Southeast
corner, running thence Northwesterly to a
point on the East and West 1/4 line, which is
2505 feet West of the E 1/4 corner of said
section. X

94.67

Section 8:

The W 1/2 except commencing at the S 1/4
corner of said section; running thence N 0°
35' 14" W along the North and South 1/4 line
of said section 666.46 feet to the place of
beginning of this description; thence continu-
ing N 0° 35' 14" W along said 1/4 line
1332.93 feet; thence S 88° 19' 05" W, 678.96
feet to an iron rod near the SE'ly bank of
the Au Sable River; thence continuing S 88°
19' 05" W to the center thread of said river; X

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