

2300 - 2P95AA

GTE North Incorporated
Michigan Operations

Form 600389 (12/87)
EN-044

Easement for Right of Way

In consideration of the sum of FIVE HUNDRED AND ¹⁰⁰/₁₀₀ Dollars (\$ 500.00)
ENA C. K. MENG; A SINGLE WOMAN AND JACK W. PATTON AND LORETTA G. PATTON - HUSBAND AND WIFE

of 9948 N. PRITCHARD MECOSTA, Michigan 49332

("Grantor") hereby grants and conveys to GTE North Incorporated, Michigan Operations, 455 East Ellis Road, Muskegon, Michigan 49443 ("Grantee"), its successors and assigns, an exclusive and perpetual easement for right of way for the purpose of constructing, replacing, maintaining, adding to, operating or removing lines of communication facilities consisting of conduits, aerial and buried cables, wires, poles, guys, anchors, repeater huts and other fixtures and appurtenances as Grantee from time to time may require, together with the right of ingress and egress upon the herein described lands for the purpose of the easement granted, across, upon and over lands owned by Grantor situated in Section 9, Town 4N, Range 1E, Township of WILLIAMSTON, County of INGHAM, State of Michigan, more fully described as follows:

RECORDED

(COMPLETE DESCRIPTION ON ATTACHMENT)
(PAGE #2) #1

DEC 29 10 41 AM '88

REGISTER OF DEEDS
Paula Johnson
INGHAM COUNTY, MICH.

A one rod wide easement, the location of which shall be as follows:

PARALLEL AND ADJACENT TO THE EASTERLY R.O.W. LINE OF SHOEMAN RD. ALSO DESCRIBED AS THE THIRD ROD EAST OF THE WEST PROPERTY LINE, AND PARALLEL TO SAID WEST LINE.

Grantee will pay for all damages caused by the construction or maintenance of said telephone facilities.

It is further agreed that no permanent structure shall be erected within the easement by the Grantor, and Grantee and Grantor shall each have the right to trim, cut or remove all trees and brush from the easement.

This grant shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand and seal this 28th day of DECEMBER, 1988.

WITNESS:

x Eva Meng
EVA MENG
Patricia K. Ungren
PATRICIA K. UNGREN

x Ena C. K. Meng
ENA C. K. MENG

x Jack W. Patton
JACK W. PATTON

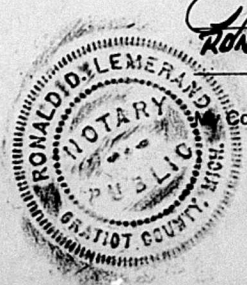
x Loretta G. Patton
LORETTA G. PATTON

STATE OF MICHIGAN)
COUNTY OF INGHAM) SS.

On this 28th day of DECEMBER, 1988, before me the subscriber, a Notary Public, in and for GRATIOT County and acting in INGHAM County, personally appeared ENA C. K. MENG, A SINGLE WOMAN; AND JACK W. PATTON AND LORETTA G. PATTON HUSBAND & WIFE (A PARTNERSHIP) to me known to be the person(s) named in and who executed the within instrument as Grantor and acknowledged that THEY executed the same as THEIR free act and deed for the intents and purposes therein mentioned.

DRAFTED BY:

R.D. LEMERAND
GTE NORTH INC
327 E. CENTER
ALMA, MI 48801



Ronald D. Lemerand
RONALD D. LEMERAND (Notary Public)
GRATIOT County, Michigan
Comm. Exp: AUGUST 19, 1990

Michigan, described as: A parcel of land in Section 9, T4N, R1E, Williamston Township, Ingham County, Michigan; the boundary of said parcel being described as beginning at the W 1/4 corner of said Sec. 9; thence N04°23'43"W along the West line of said Sec. 9, 1547.25'; thence N84°47'16"E, 287.81'; thence N04°23'43"W, 133.00'; thence N89°37'45"E, 904.14' to a point on the centerline of a creek; thence S74°34'15"E along the centerline of said creek, 101.90'; thence S04°21'04"E, 344.23'; thence N88°45'11"E, 676.46'; thence N04°21'04"W, 40.20'; thence N89°29'44"E, 661.22' to a point on the N-S 1/4 line of said Sec. 9; thence N89°29'44"E, 324.58'; thence N04°00'27"W, 1240.15' to a point on the North line of said Sec. 9; thence N89°52'30"E, along the North line of said Sec. 9, 106.31'; thence S04°08'01"E, 1240.27'; thence N89°49'17"E, 885.11'; thence S04°32'12"E, 1399.83'; thence S89°52'54"W, 1003.04'; thence S88°41'55"W, 318.00' to the Center of said Sec. 9; thence N89°58'24"W, 2629.24' along the E-W 1/4 line of said Sec. 9 to the point of beginning; said parcel containing more or less 136.930 acres including more or less 1.254 acres presently in use as public right of way; said parcel also subject to all easements and restrictions of record, including pole barn but not including the silos.

2.00
9.00
misc

Detroit
Edison

LIBER 2293 PAGE 1055

RECORDED

309

UNDERGROUND EASEMENT (RIGHT OF WAY) NO. R-9300026-1AR

On 3/24, 1995, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

SEP 28 10 22 AM '95
REGISTER OF DEEDS
Ingham County, Mich.

"Grantor" is:

FREDERICK C. FOOTE AND THERESA M. FOOTE, 5820 SHOEMAN ROAD, WILLIAMSTON, MI 48895

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in Williamston Township, Ingham County, described as:

BEG @ THE W 1/4 COR SEC 9 -N04°23'43"W, ON W SEC LN 1311.48 FT -N88°41'38"E, 1287.41 FT -N88°47'44"E, 676.56 FT -N04°10'39"W, 40.28 FT -N89°44'55"E, 985.92 FT TO NS 1/4 LN SEC 9 -N87°10'48"E, 108.85 FT -N89°50'53"E, 885.42 FT -S04°32'07"E, 1399.93 FT -S89°35'16"W, 1003.04 FT -S88°41'55"W, 318 FT TO CEN OF SEC 9 -N89°57'50"W, ON EW 1/4 LN 2629.07 FT TO THE POB SEC 9 T4N R1E 123.62 AC M/L.

The "Right of Way Area" is a part of Grantor's Land and is described as:

AS SHOWN ON ATTACHED DECO DRAWING NO. R-9300026-1AR DATED 2-17-95. WIDTH OF RIGHT OF WAY IS TEN (10) FEET.

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. Access: Grantee has the right of access to and from the Right of Way Area.
3. Buildings or other Permanent Structures: No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.
4. Excavation: As required by Public Act 53 of 1974, MISS DIG must be called on 1-800-482-7171 before anyone excavates in the Right of Way Area.
5. Trees, Bushes, Branches, Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences shall be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee shall not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
6. Restoration: If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.
7. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, assigns, licensees and assigns.

001E8599 0009 4TSC \$9.00

Witnesses: (type or print name below signature)

Grantor: (type or print name below signature)

Lisa P. Palazzolo
LISA P. PALAZZOLO

Frederick C. Foote
FREDERICK C. FOOTE

William J. Hufnagel
WILLIAM J. HUFNAGEL

Theresa M. Foote
THERESA M. FOOTE

Acknowledged before me in Ingham County, Michigan, on March 24th, 1995 by Frederick C. Foote and Theresa M. Foote

LISA L. PALAZZOLO
NOTARY PUBLIC - INGHAM COUNTY, MI
MY COMMISSION EXPIRES 6/27/99

Notary's Stamp

Notary's Signature

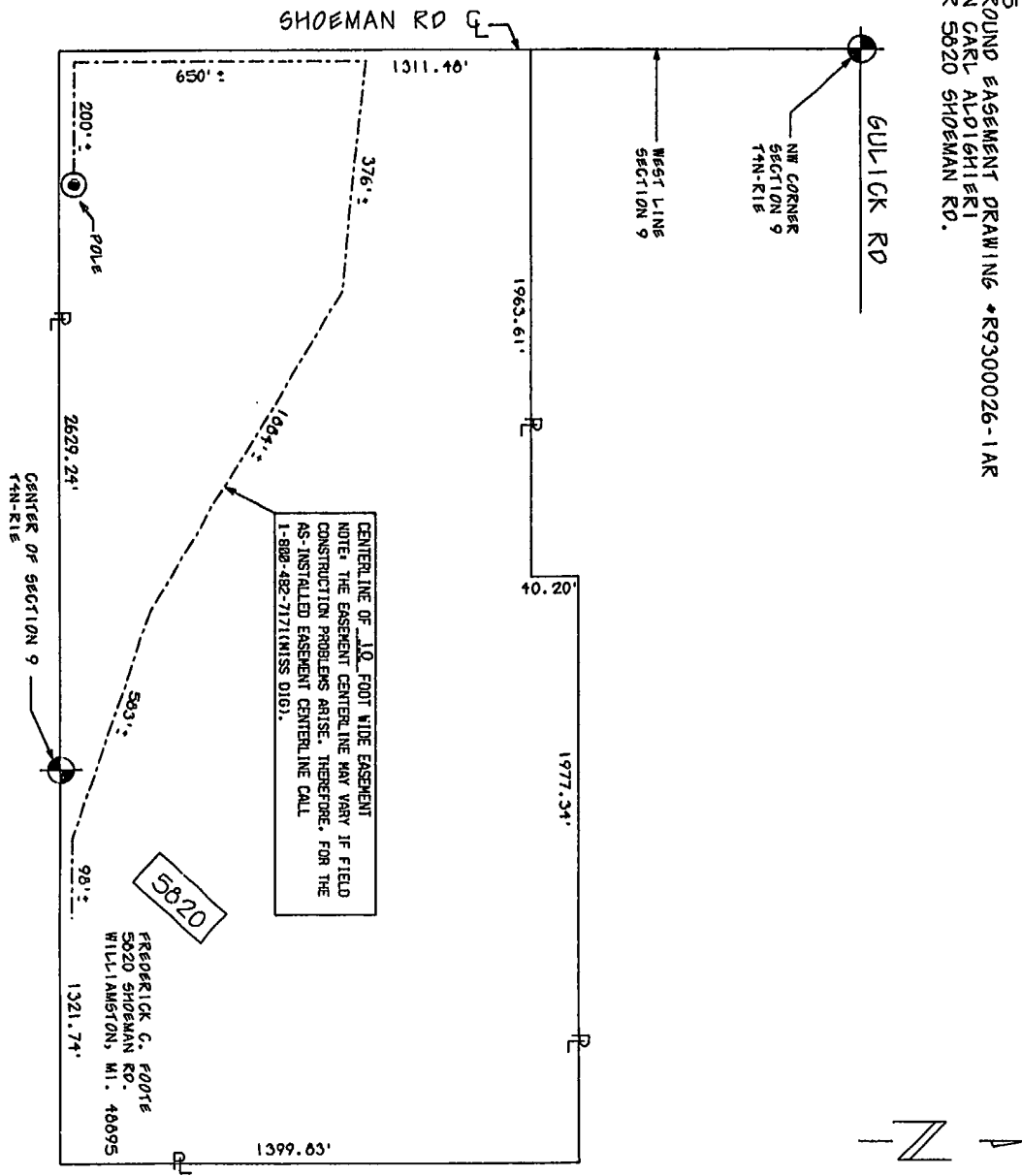
Lisa P. Palazzolo

(Notary's name, county and date commission expires)

Prepared by and Return to: Edward J. Camps, Detroit Edison, 1095 Lawson Drive, Howell, Michigan 48843

Noting in Ingham

2-17-95
UNDERGROUND EASEMENT DRAWING • R9300026-1AR
BY GIAN CARL ALDIGHIERI
R/W FOR 5020 SHOEMAN RD.



7
11
3
85

INCHAM
09/10/1997
314322



3.05C
58620

Libr 2499 Pgs 128
Total 16.05

120543

WARRANTY DEED

JACK W. PATTON and LORETTA PATTON, husband and wife, and ENA C. K. MENG, of 9948 North Pritchard, Mescota, Michigan 49332, convey and warrant to: FREDERICK C. FOOTE and THERESA M. FOOTE, husband and wife, of 5820 Shoeman Road, Haslett, Michigan 48840; the following property in Township of Williamston, Ingham County, Michigan:

SEE ATTACHED DESCRIPTION

Subject to easements and building and restrictions of record, and further subject to any acts of neglect and default by grantees subsequent to May 15, 1992, which is the date of a certain land contract between the parties in fulfillment of which this deed is given.

The consideration is Thirty-five Hundred Dollars (\$3,500.00).

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

Dated: August 12, 1997.

WITNESSES:

Dianne Taylor
Dianne Taylor
Teresa O'Hearn
Teresa O'Hearn

Jack W. Patton
JACK W. PATTON
Loretta Patton
LORETTA PATTON

15 This instrument was acknowledged before me in Mecosta County, Michigan, on July 15, 1997, by JACK W. PATTON, LORETTA PATTON.

INGHAM COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or
TITLES held by the state or any individual against the
within description, and all TAXES on same are paid to
five years previous to the date of this instrument, as
appears by the records in this office except as stated

9-5-97
Ingham County Treasurer
200 100, Art 500 1000 as ordered

Dianne M. Taylor
Notary Public
County, Michigan
My Commission Expires Dec. 20, 1999

(see second page)

146

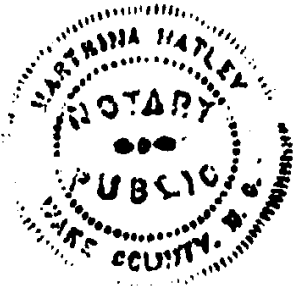
WITNESSES:

Michelle Kah
Michelle Kah

Marlene Mitchelle
Marlene Mitchelle

Ena C. K. Meng
ENA C. K. MENG

AUGUST This instrument was acknowledged before me in Wake County, North Carolina, on
June 12, 1997, by ENA C. K. MENG.



[Signature]
Notary Public

8/11/2001 County, North Carolina
My Commission expires:

County Treasurer's Certificate

When Recorded Return to:
Everett R. Zack
Fraser Trebilcock Davis & Foster, PC
1000 Michigan National Tower
Lansing, MI 48933

Send Subsequent Tax Bills To:
Mr. and Mrs. Frederick C. Foote
5820 Shoeman Road
Haslett, MI 48840

Drafted By:
Everett R. Zack
Fraser Trebilcock Davis & Foster, PC
1000 Michigan National Tower
Lansing, MI 48933
(517) 377-0881

Tax Parcel # 550309-2000 Recording Fee: \$10.00 12

Transfer Tax: \$

EXHIBIT A**PROPERTY DESCRIPTION:****Lib# 2499 Pg 130**

That part of the NE 1/4 of Section 9, T4N, R1E. Williamstown Township, Ingham County, Michigan described as follows: commencing at the Center of Section 9; thence N 89°35'16" E, 1321.75' to a point which 4 85 feet, Northerly, measured at a right angle, from the E-W 1/4 line of Section 9; thence N 04°32'07"W, 407.51 feet to the POINT OF BEGINNING of this description; thence continuing N 04°32'07" W. 135.00 feet; thence S 85°27'53" W. 210.00 feet; thence S 04°32'07" E. 135.00 feet. thence N 85°27'53" E. 210.00 feet to the point of beginning, containing 0.651 acres, more or less. and subject to easements, restrictions and reservations of record, if any. ALSO along with an ingress and egress easement for access from County Roadway Snoeman Road to the above described property, said easement is 24 feet wide, being 12 feet on each side of the following described centerline: Beginning at a point on the West line of Section 9 which is 551.33 feet. N 04°23'43" W from the West 1/4 corner of Section 9; thence N 87°15'41" E. 79.84 feet; thence S 68°02'12" E. 92.89 feet; thence S 89°16'54" E. 168.59 feet; thence 81.24 feet along a tangent curve to the right, said curve having a radius of 75.89 feet. and a chord of 77.41 feet, bearing S 58°36'59" E; thence S 27°57'04" E. 112.53 feet; thence 62.63 feet along a tangent curve to the left, said curve having a radius of 56.32 feet and chord of 59.45 feet bearing S 59°48'39" E; thence N 88°19'46" E. 82.93 feet; thence 120.52 feet along a tangent curve to the right, said curve having a radius of 94.58 feet and a chord of 112.53 feet bearing S 55°09'52" E; thence S 18°39'31" E. 120.44 feet; thence 242.92 feet along a tangent curve to the left, said curve having a radius of 195.26 feet and a chord of 227.56 feet bearing S 54°17'53" E; thence S 89°56'16" E. 606.53 feet; thence N 88°20'08" E. 337.83 feet; thence 49.48 feet along a tangent curve to the left, said curve having a radius of 139.59 feet and a chord of 49.22 feet bearing N 78°10'55" E; thence N 68°01'43" E. 208.19 feet; thence 96.54 feet along a tangent curve to the left, said curve having a radius of 150.28 feet and a chord of 94.89 feet bearing N 49°37'34" E; thence N 31°13'26" E. 144.55 feet; thence N 27°04'15" E. 113.01 feet; thence 134.85 feet along a tangent curve to the right, said curve having a radius of 203.72 feet and a chord of 132.40 feet bearing N 46°02'02" E. thence N 64°59'49" E. 271.37 feet; thence N 82°05'52" E. 185.99 feet; thence N 72°04'22" E. 120.25 feet; thence N 84°32'18" E. 68.52 feet; thence 67.15 feet along a tangent curve to the right; said curve having a radius of 49.15 feet and a chord of 62.05 feet bearing S 56°19'20" E; thence S 17°10'59" E. 113.95 feet; thence S 05°47'37" W. 169.92 feet; thence S 18°14'08" E. 32.23 feet; thence from this point the ingress and egress easement is 15 feet wide. being 7.5 feet on each side of the following described centerline; N 61°31'06" E. 59.05 feet; thence N 62°16'16" E. 123.09 feet; thence S 54°07'04" E. 49.55 feet; thence S 68°45'15" E. 65.33 feet; thence S 56°02'23" E. 132.64 feet; thence N 79°31'23" E. 65.54 feet; thence N 65°19'27" E. 27.20 feet; thence N 82°53'29" E. 35.12 feet; thence S 43°56'27" E. 68.87 feet; thence S 68°33'03" E. 122.78 feet; thence N 53°21'02" E. 97.07 feet; thence N 65°04'21" E. 56.07 feet; thence N 19°42'10" E. 87.88 feet; thence N 09°19'03" E. 37.33 feet to the point of terminus of this easement description.

330303-09-200-0081A

Liber 2493 Page 466

Acct No 57137

Rise 2.00

MISC 11.00

Total 13.00

RECORDED
970032190
04/25/1997 09:54:01
REGISTER OF DEEDS
Paula Johnson
INGHAM COUNTY, MI

Detroit Edison Underground Easement (Right of Way) No. R-100390-5

On April 28, 1997, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area."

"Grantor" is:

Jeffrey A. Foote and Ellen M. Foote, husband and wife, ~~2050 Lee Dumont~~, Haslett, MI. 48840

"Grantee" is:

~~900 GULICK ROAD~~

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226
General Telephone Company, a Michigan Corporation, 455 E. Ellis Road, P.O. Box 149, Muskegon, Michigan 49443
Midland Cable Limited Partnership/DBA/Horizon Cable, a Michigan Limited Partnership, 2598 Lansing Road, Charlotte, Michigan 48813

"Grantor's Land" is in Williamston Township, Ingham County, Michigan described as:

See attached Appendix "A". Sidwell #03-09-200-008.

The "Right of Way Area" is a part of Grantor's Land and is described as:

As shown on the attached DECo Drawing No. R-100390-5, dated 3-26-97. Width of Right of Way is ten (10) feet.

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. **Access:** Grantee has the right of access to and from the Right of Way Area.
3. **Buildings or other Permanent Structures:** No buildings or other permanent structures are allowed in the Right of Way Area without Grantee's prior written consent.
4. **Excavation:** Under 1974 Public Act 53, you must call MISS DIG (1-800-482-7171) before excavating in the Right of Way Area.
5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences can be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee will not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
6. **Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as can be to its original condition.
7. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

(2) Witnesses: (Type or print name below signature)

x Susan A. Godfrey
Susan A. Godfrey

x Ann L. Hart
Ann L. Hart

Grantor: (Type or print name below signature)

Jeffrey A. Foote
Jeffrey A. Foote

Ellen M. Foote
Ellen M. Foote

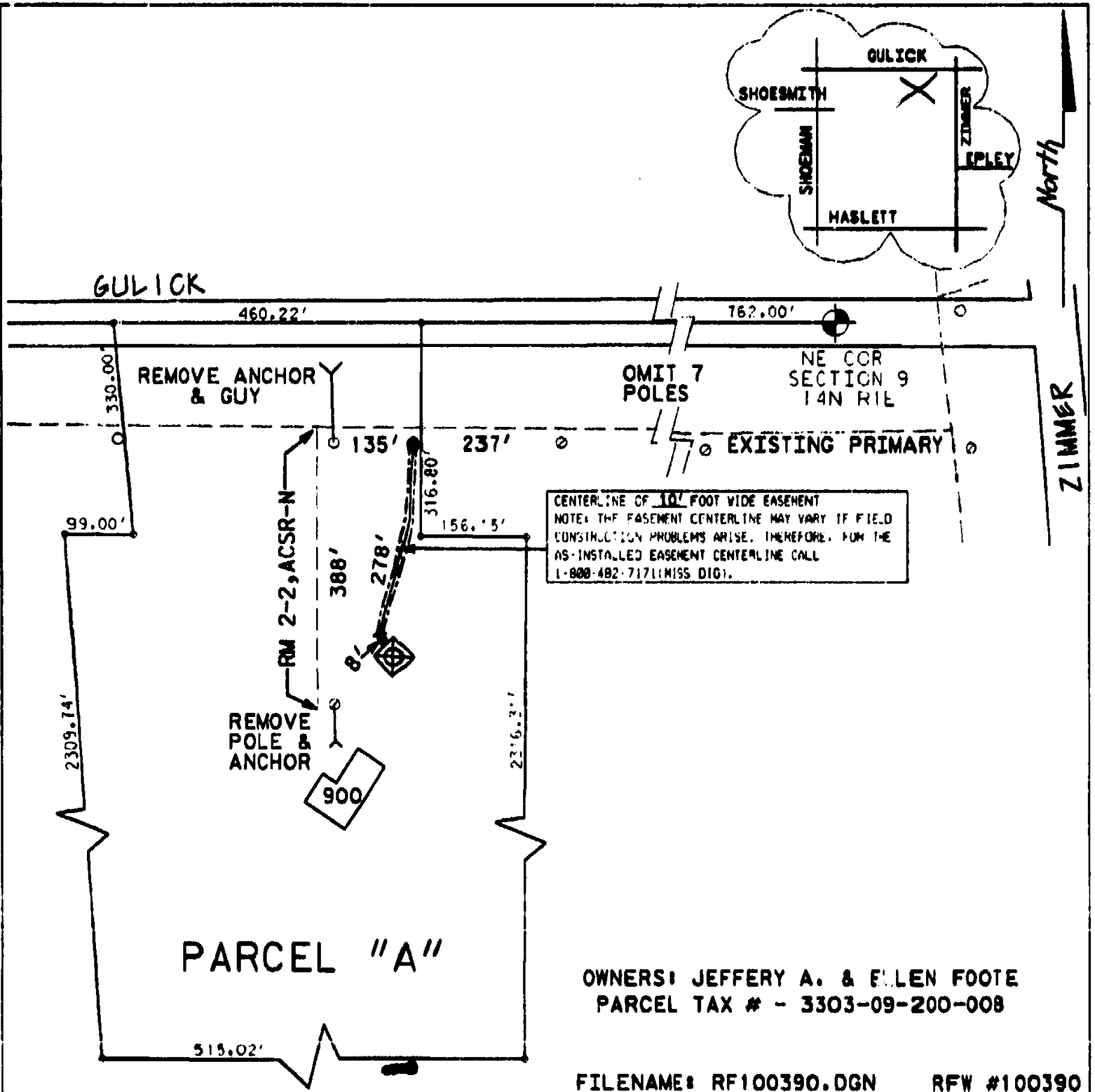
Acknowledged before me in Ingham County, Michigan, on April 28, 1997, by Jeffrey A. Foote and Ellen M. Foote, husband and wife.

Notary's Stamp
SUSAN A. GODFREY
NOTARY PUBLIC - SHIAWASSEE COUNTY, MI
MY COMMISSION EXPIRES 06/09/00
Notary's Signature
Susan A. Godfrey
(Notary's name, county, and date commission expires)

APPENDIX "A"

Parcel A:

That part of the East 1/2 of the Northeast 1/4 of Section 9, Town 4 North, Range 1 East, Williamstown Township, Ingham County, Michigan, described as: Beginning at a point on the North line of said Section 9 distant South 89 degrees 52 minutes 30 seconds West 1,092.0 feet from the Northeast corner of said Section 9; thence South 00 degrees 07 minutes 30 seconds East 1,333.20 feet; thence North 89 degrees 52 minutes 30 seconds East 330.00 feet; thence North 00 degrees 07 minutes 30 seconds West 1,016.40 feet; thence North 89 degrees 52 minutes 30 seconds East 156.15 feet; thence South 00 degrees 07 minutes 30 seconds East 2,316.31 feet to a point on the East-West 1/4 line of said Section 9; thence North 89 degrees 59 minutes 30 seconds West 515.02 feet to the South 1/8 corner of said Northeast 1/4; thence North 04 degrees 28 minutes 40 seconds West 2,309.74 feet along the North-South 1/8 line of said Northeast 1/4; thence North 89 degrees 52 minutes 30 seconds East 99.00 feet; thence North 04 degrees 28 minutes 40 seconds West 330.00 feet to a point on said North line; thence North 89 degrees 52 minutes 30 seconds East 130.22 feet along said North line to the point of beginning.



OWNERS: JEFFERY A. & ELLEN FOOTE
 PARCEL TAX # - 3303-09-200-008

FILENAME: RF100390.DGN RFW #100390

JPL

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT

- LEGEND**
- EXIST. D.E.CO. POLE
 - PROPOSED POLE
 - FOREIGN POLE
 - EXIST. ANCHOR
 - PROPOSED ANCHOR
 - TREE

- 120/240 V LINE
- 4800 V LINE
- 13,800 V LINE
- 40,000 V LINE

CITY OR TWP. WILLIAMSTON	COUNTY INGHAM	TWP. SEC. 6TH 9 NE	DEPT. ORDER NO.
MAP SECT. 4N 1E	TOWN RANGE 4N 1E	JOINT R/W REF'D	R/W NO. R-100390-5
PROJECT NAME PROVIDE UG EASEMENT @ 900 GULICK	TEL. ENGR. & DIST.	DATE 03-26-97	
TOWNSHIP WIL	SERVICE CENTER HWL	COMP. CODE UC	MAILING CITY DETROIT
CITY DETROIT	REASON PROVIDE UG EASEMENT @ 900 GULICK	PLANNER D. ARONSON (517) 545-9769	BUDGET ITEM NO.
SCALE 1" = 200'			DATE 03-26-97

103646

LIBER 2263 PAGE 101

Warranty Deed

RECORDED

JUN 8 9 00 AM '95

THE GRANTOR(S) Ena C. K. Meng, as to an undivided 9/10 interest, and
 Jack W. Patton and Loretta Patton a/k/a Loretta G. Patton, husband and
 wife, as to an undivided 1/10 interest

whose address is 114 Waxwood, Cary, N.C. 27511 and 9948 N. Pritchard,
 Mecosta, MI 49332, respectively,

convey(s) and warrant(s) to Frederick C. Foote and
 Theresa M. Foote, Husband and Wife **whose address is**
 5820 Shoeman Road, Haslett, Michigan 48840 **the following described premises**
situated in the Township of Williamstown **County of** Ingham **and State of**
 Michigan :

See Attached Legal Description

(Attachment A)

MCL 207.526(r)

For good and valuable consideration. Thirty Thousand \$30,000.00**Dated this** 22nd **day of** February, 1995.**Signed by:**

*T. VanTerry, Witness

*Linda Schultz, Witness

*Jack W. Patton

*Loretta Patton a/k/a
Loretta G. Patton

STATE OF MICHIGAN

COUNTY OF MECOSTA

MICHIGAN REAL ESTATE
 TRANSFER TAX
 Dept. of
 JOINTLY 33.00
) ss.

The foregoing instrument was acknowledged before me this 22nd day of FEBRUARY, 1995,
 by Jack W. Patton and Loretta Patton a/k/a Loretta G. Patton, husband
 and wife

INGHAM COUNTY TREASURER'S CERTIFICATE
 I HEREBY CERTIFY that there are no TAX LIENS or
 TAXES due by the state or any individual against the
 within description, and all TAXES on same are paid for
 five years previous to the date of this instrument, as
 appears by the records in this office except as noted.

Donald R. Moore, County Treasurer
 Dec. 12, Apt 204, 1995 as evidenced

NOT EXAMINED

When Recorded

Return To:

Theresa M. Foote
 5820 Shoeman Road
 Haslett, MI 48840

Send Subsequent

Tax Bills To:

Theresa M. Foote
 5820 Shoeman Road
 Haslett, MI 48840

Drafted By:

Frederick C. Foote
 P.O. Box 4010
 East Lansing, MI 48826

1993-1994 Patton
 Tax Parcel # 330-03-100-020 Recording Fee

Return Stamp 0003 MCSR \$2.00

001EWS435 0003 W-DEED \$11.00
 001EWS435 0003 T-TAX \$33.00

* TYPE OR PRINT NAMES UNDER SIGNATURES

LIBER 2263 PAGE 102

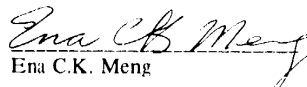
Attachment to Warranty Deed
Meng/Patton to Foote

Dated this 7th day of March, 1995

Witnesses as to Ena C.K. Meng:


Wendy Sharpe

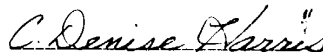
Witness


Ena C.K. Meng
Vincent Ferraro

Witness

State of North Carolina

County of Wake

The foregoing instrument was acknowledged before me this 7th
day of March, 1995 by Ena C.K. MengNotary Public, Wake County,
North Carolina

My commission expires: 10-17-98

LIBER 2263 PAGE 103

That part of the Northwest 1/4 and the Northeast 1/4 of Section 9, T4N, R1E, Williamstown Township, Ingham County, Michigan herein described as:
 Beginning at a point 38.86 feet, North 00 degrees 12 minutes 07 seconds West of a point on the East-West 1/4 line of said Section 9, which is 2629.07 feet, South 89 degrees 57 minutes 50 seconds East (to the center of Section 9) and 68.42 feet, North 89 degrees 47 minutes 53 seconds East along said 1/4 line from the West 1/4 corner of Section 9, T4N, R1E; thence North 53 degrees 14 minutes 32 seconds West, 180.00 feet; thence North 36 degrees 45 minutes 28 seconds East, 340.00 feet; thence South 53 degrees 14 minutes 32 seconds East, 180.00 feet; thence South 36 degrees 45 minutes 28 seconds West, 340.00 feet to the point of beginning. Also a 24 foot wide ingress-egress easement, the centerline which is described as: Beginning on the West line of said Section 9, 551.33 feet, North 04 degrees 23 minutes 43 seconds West from the West 1/4 corner of Section 9; thence North 87 degrees 15 minutes 41 seconds East, 79.84 feet; thence South 68 degrees 02 minutes 12 seconds East, 92.89 feet; thence South 89 degrees 16 minutes 34 seconds East, 168.59 feet; thence Southeasterly on a curve to the right, 81.24 feet, said curve having a radius of 75.89 feet and a long chord that bears South 58 degrees 36 minutes 59 seconds East, 77.41 feet; thence South 27 degrees 57 minutes 04 seconds East, 112.53 feet; thence Southeasterly on a curve to the left, 62.63 feet, said curve having a radius of 56.32 feet and a long chord that bears South 59 degrees 48 minutes 39 seconds East, 59.45 feet; thence North 88 degrees 19 minutes 46 seconds East, 82.93 feet; thence Southeasterly, on a curve to the right, 120.52 feet, said curve having a radius of 94.58 feet and a long chord that bears South 55 degrees 09 minutes 52 seconds East, 112.53 feet; thence South 18 degrees 39 minutes 31 seconds East, 120.44 feet; thence Southeasterly on a curve to the left, 242.92 feet, said curve having a radius of 195.26 feet and a long chord that bears South 54 degrees 17 minutes 53 seconds East, 227.56 feet; thence South 89 degrees 56 minutes 16 seconds East, 606.53 feet; thence North 88 degrees 20 minutes 08 seconds East, 337.83 feet; thence Northeasterly on a curve to the left, 49.48 feet, said curve having a radius of 139.59 feet and a long chord that bears North 78 degrees 10 minutes 55 seconds East, 49.22 feet; thence North 68 degrees 01 minutes 43 seconds East, 208.19 feet; thence Northeasterly on a curve to the left, 96.54 feet, said curve having a radius of 150.28 feet and a long chord that bears North 49 degrees 37 minutes 34 seconds East, 94.89 feet; thence North 31 degrees 13 minutes 26 seconds East, 144.55 feet; thence North 27 degrees 04 minutes 15 seconds East, 113.01 feet; thence Northeasterly on a curve to the right, 134.85 feet; said curve having a radius of 203.72 feet and a long chord that bears North 46 degrees 02 minutes 02 seconds East, 132.40 feet; thence North 64 degrees 59 minutes 49 seconds East, 271.37 feet; thence North 82 degrees 05 minutes 52 seconds East, 185.99 feet; thence North 72 degrees 04 minutes 22 seconds East, 120.25 feet; thence North 84 degrees 32 minutes 18 seconds East, 68.52 feet; thence Southeasterly on a curve to the right, 67.15 feet, said curve having a radius of 49.15 feet and a long chord that bears South 56 degrees 19 minutes 20 seconds East, 62.05 feet; thence South 17 degrees 10 minutes 59 seconds East, 113.95 feet; thence South 05 degrees 47 minutes 37 seconds West, 169.92 feet; thence South 18 degrees 14 minutes 08 seconds East, 88.50 feet; thence Southwesterly, on a curve to the right, 85.55 feet, said curve having a radius of 65.90 feet and a long chord that bears South 18 degrees 57 minutes 05 seconds West, 79.67 feet; thence South 56 degrees 08 minutes 17 seconds West, 17.16 feet; thence South 71 degrees 11 minutes 31 seconds West, 252.94 feet to the point of terminus.

24
11/2
Liber 2519 Page 831
Doc No 63725
REC 11.00
Total 12.00
RECORDED
9/23/97
11/23/97 12:27:32
NOTARY OF INDIAN
Paul Johnson
INDIAN COUNTY, MI

Detroit Edison Overhead Easement (Right of Way) No. R-131837-5

On September 23, 1997, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area."

"Grantor" is:

Jeffery A. Foote and Ellen M. Foote, husband and wife, 900 Gulick Road, Haslett, Michigan 48840

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

General Telephone Company, a Michigan Corporation, 455 E. Ellis Road, P.O. Box 149, Muskegon, Michigan 49443

Midland Cable Limited Partnership/DBA/Horizon Cable, a Michigan Limited Partnership, 2598 Lansing Road, Charlotte, Michigan 48813

"Grantor's Land" is in Williamstown Township, Ingham County, Michigan described as:

See attached Appendix "A". Sidwell No. 03-09-200-008.

The "Right of Way Area" is a part of Grantor's Land and is described as:

As shown on the attached Detroit Edison Company drawing No. R-131837-5, dated 9-10-97.

Width of Right of Way is twelve (12) feet.

- 1. Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.
- 2. Access:** Grantee has the right of access to and from the Right of Way Area.
- 3. Buildings or other Permanent Structures:** No buildings or other permanent structures are allowed in the Right of Way Area without Grantee's prior written consent.
- 4. Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in The Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.
- 5. Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as can be to its original condition.
- 6. Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

(2) Witnesses: (Type or print name below signature)

Grantor: (Type or print name below signature)

x Wallace J. Dawson
Wallace J. Dawson

Jeffery A. Foote
Jeffery A. Foote

x Susan A. Godfrey
Susan A. Godfrey

Ellen M. Foote
Ellen M. Foote

Acknowledged before me in Ingham County, Michigan, on Sept 23, 1997, by
Jeffery A. Foote and Ellen M. Foote, husband and wife.

Notary's
Stamp

WALLACE J. DAWSON
NOTARY PUBLIC - INGHAM COUNTY, MI
MY COMMISSION EXPIRES 10/25/00

Notary's
Signature

(Notary's name, county, and date commission expires)

Prepared by and Return to: Edward F. Camps, Howell Service Center, 1095 Lawson Drive, Howell, MI. 48843/ks

100

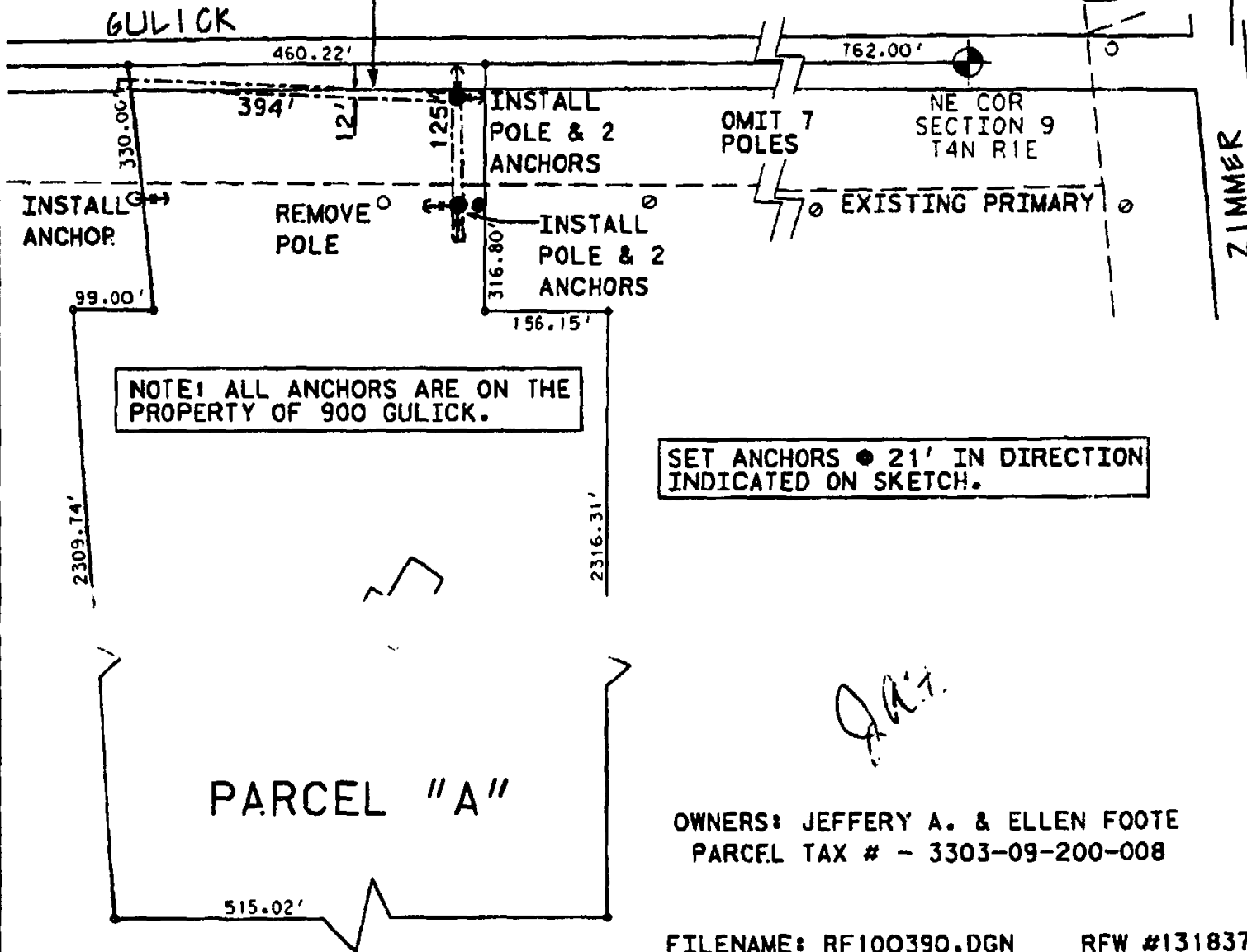
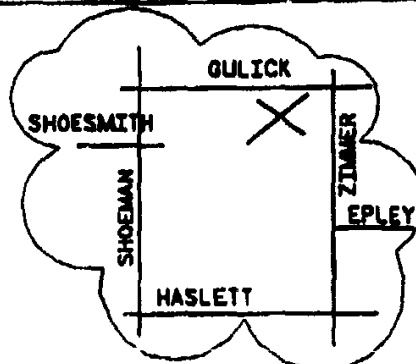
APPENDIX "A"

That part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 9, Town 4 North, Range 1 East, Williamstown Township, Ingham County, Michigan, described as: Beginning at a point on the North line of said Section 9 distant South 89 degrees 52 minutes 30 seconds West 1092.0 feet from the Northeast corner of said Section 9; thence South 00 degrees 07 minutes 30 seconds East 1333.20 feet; thence North 89 degrees 52 minutes 30 seconds East 330.00 feet; thence North 00 degrees 07 minutes 30 seconds West 1016.40 feet; thence North 89 degrees 52 minutes 30 seconds East 156.15 feet; thence South 00 degrees 07 minutes 30 seconds East 2316.31 feet to a point on the East-West $\frac{1}{4}$ line of said Section 9; thence North 89 degrees 59 minutes 30 seconds West 515.02 feet to the South $\frac{1}{8}$ corner of said Northeast $\frac{1}{4}$; thence North 04 degrees 28 minutes 40 seconds West 2309.74 feet along the North-South $\frac{1}{8}$ line of said Northeast $\frac{1}{4}$; thence North 89 degrees 52 minutes 30 seconds East 99.00 feet; thence North 04 degrees 28 minutes 40 seconds West 330.00 feet to a point on said North line; thence North 89 degrees 52 minutes 30 seconds East 130.22 feet along said North line to the point of beginning.

Sidwell No. 03-09-200-008.

J.H.T.

(12') TWELVE FEET WIDE OVERHEAD EASEMENT.
NOTE: POLE PLACEMENT MAY VARY IF FIELD
CONSTRUCTION PROBLEMS ARISE.



OWNERS: JEFFERY A. & ELLEN FOOTE
PARCEL TAX # - 3303-09-200-008

FILENAME: RF100390.DGN RFW #131837

JPL

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT					
CITY OR TWP.		COUNTY	TWP SEC	QTR	DEPT. ORDER NO.
WILLIAMSTON		INGHAM	9	NE	
MAP SECT.		TOWN	RANGE	JOINT N/W REQ'D	N/W NO.
		4N	1E		R-131837-5
PROJECT NAME		TEL. ENGR. & DIST.			NET METER
TOWNSHIP		SERVICE CENTER	COMP. CODE	MAILING CITY	CATV METER
WT1		HWL	UC		
CIRCUIT					U.F.W.
REASON					BUDGET ITEM NO.
PROVIDE NEW OVERHEAD EASEMENT					
PLANNER		SCALE			DATE
D. ARONSON (517) 545-9769		1"=200'			09-10-97

LEGEND

- EXIST. D.E.CO. POLE
- PROPOSED POLE
- FOREIGN POLE
- EXIST. ANCHOR
- PROPOSED ANCHOR
- TREE
- 120/240 V LINE
- 4800 V LINE
- 13,800 V LINE
- 40,000 V LINE

10/25/2000 14:22 INGHAM COUNTY ENVIRON. HEALTH 7 50358330

NO. 771 911

③
711

111

Paula Johnson
INGHAM COUNTY
REGISTER OF DEEDS

RECORDED

L-2873 P-356

111 13.00

2000-048389



2000-048389

Page: 1 of 3
11/14/2000 08:57AINGHAM COUNTY HEALTH DEPARTMENT
LAGOON WASTEWATER TREATMENT SYSTEM
DEED NOTICEDate: 10/25/00Frederick C. Foote and Theresa M. Foote married
Property Owner(s)whose address is 5820 Shoeman Road, Haslett, MI 48840 and Ingham County Health
Department, 5303 S. Cedar, P.O. Box 30161, Lansing, MI 48909RE: 5820 Shoeman Road, Williamstown Twp., Ingham County
Road Frontage of Lagoon Location

The undersigned and owner(s) of the parcel of land described as follows:

Legal Description: SEE ATTACHEDSee Deed-LIBER 2817 PAGE 880Do hereby understand and agree to the conditions regarding the installation of a sewage disposal
system on the above described parcel as follows:

- 1.) The owner(s) understand(s) that the property described above is severely limited for
conventional on-site sewage disposal for the following reasons:
SOIL CONDITIONS ON SITE HAVE SLOW PERMEABILITY
- 2.) The owner(s) understand(s) that the lagoon sewage system design is an alternative
system authorized for installation under provisions of Chapter II, of the Ingham County
Sanitary Code.

The owner(s) further understand(s) and agree(s) that the issuance of a sewage system construction permit by the Ingham County Health Department is not a guarantee of its continued trouble-free performance. Because many inter-relating factors contribute to a failure of a sewage disposal system, approval cannot be considered as a guarantee by the Ingham County Health Department that successful operation is assured. The owner(s) further understand(s) and agree(s) that failure, premature or otherwise, repair and associated costs are the responsibility of the system owner(s).

The owner(s) understand(s) that if and/or when a repair is necessary, the repair options available include: (1) replacement of the lagoon system with a new lagoon system; (2) pressure mound system; or (3) a holding tank(s). The Ingham county Health Department reserves the right to utilize currently unspecified options should technology advances develop additional acceptable designs for future replacement systems.

The subject installation permit is authorized on the basis that the above described property meets the established criteria for an on-site lagoon wastewater treatment system.

LAGOON SYSTEM DEED NOTICE
Page 2



Therefore, based on these understandings, the owner(s) agree(s) to the following:

- 1.) The sewage disposal system shall be installed and maintained in accordance with the design criteria for a lagoon wastewater treatment system.
- 2.) The owner(s) agree(s) to allowing access for the inspection and performance of tests by Ingham County Health Department personnel.
- 3.) The owner(s) further agree(s) to advise all prospective buyers of the aforementioned parcel of this agreement prior to the transfer of ownership.
- 4.) This Lagoon Wastewater Treatment System shall be recorded with the Ingham County Register of Deeds and a copy of recorded notice supplied to the Ingham County Health Department before the system is installed.

The owner(s) understand(s) that failure to comply with sections 1-3 of the above notice may result in the condemnation of the dwelling as unfit for human habitation and legal actions as provided for in the Ingham County Health Department Regulations Governing Sewage Disposal.

The above notice becomes void upon connection to an approved public sewage system.

Witnesses:

Amy Shaw
Amy Shaw Rhonda S. Hudson
RHONDA S. HUDSON

Owners:

Jim & Jo
Frederick C. Foote
Theresa M. Foote
Theresa M. Foote

STATE OF MICHIGAN)
ss.
County of Ingham

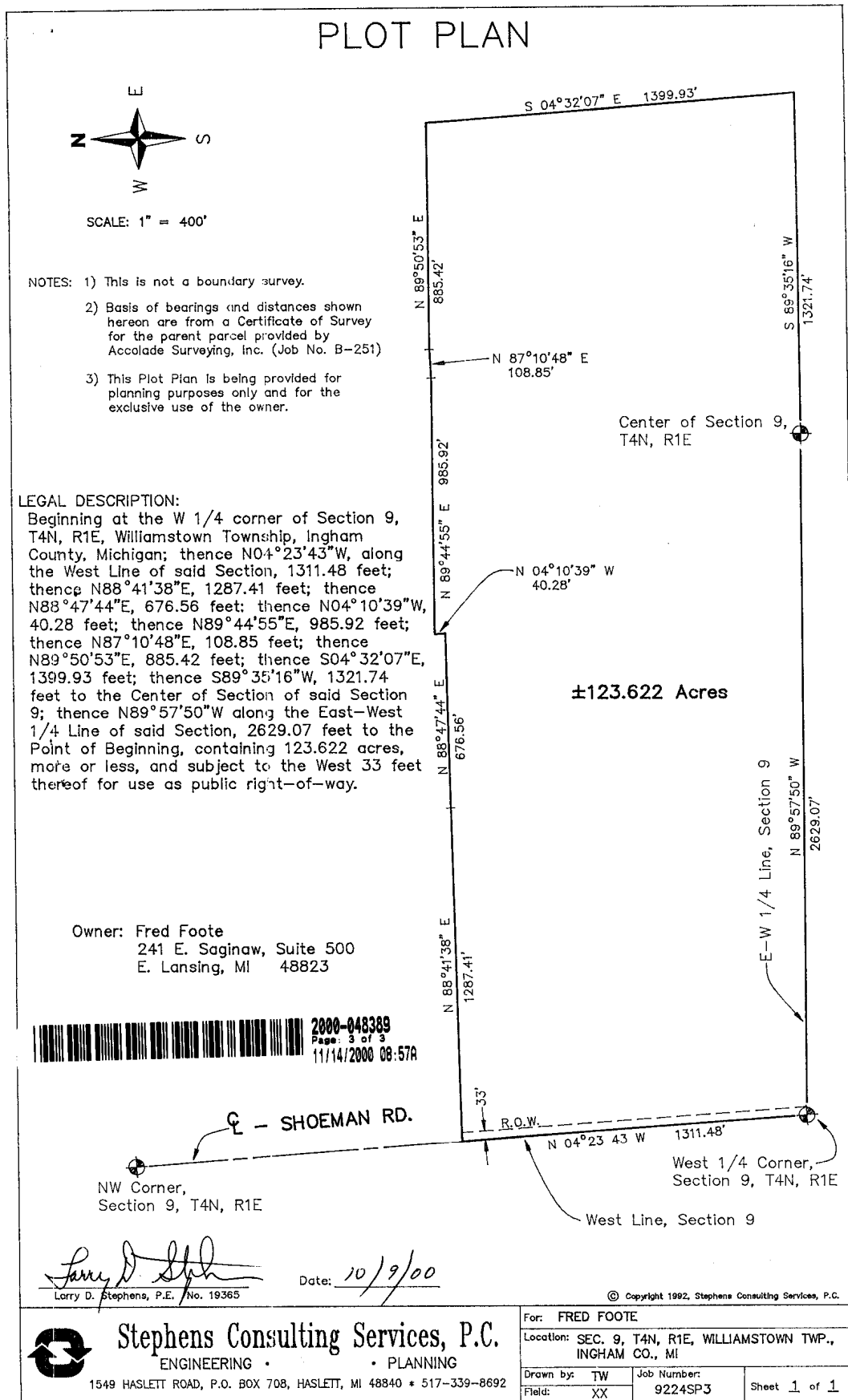
On 11/8/2000 (date) before me, a Notary Public, in and for said County, personally appeared Frederick C. Foote and Theresa M. Foote to me known to be same person(s) described in and who executed the within instrument, who acknowledged same to be a free act and deed.

Prepared by:

Amy Shaw
First National Acceptance
241 E SAGINAW #500
EAST LANSING, MI 48823

Rhonda Sue Hudson
Notary Public
Ingham County, Michigan
My Commission Expires 7/4/2003

RHONDA SUE HUDSON
Notary Public, Ingham County, MI
My Commission Expires 07/04/2003



Paula Johnson
INGHAM COUNTY
REGISTER OF DEEDS

RECORDED

L-2907 P-533

309 11.00

2001-036753



2001-036753

Page: 1 of 2

07/19/2001 08:16A

9/2
Detroit Edison Underground Easement (Right of Way) No. R-32555-5

On 4-12-01, 2001, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area."

"Grantor" is:

Frederick C. Foote and Theresa M. Foote, husband and wife, of 5820 Shoeman, Haslett, Michigan 48840.

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in Williamstown Township, Ingham County, Michigan described as:

NW COR SEC 9, T4N-R1E, BEG AT THE W ¼ COR OF SEC 9, TH N04°23'43"W ALG W LN OF SD SEC 1311.48 FT, TH N88°41'38"E 1287.41 FT, TH N88°47'44"E 676.56 FT, TH N04°10'39"W 40.28 FT, TH N89°44'55"E 985.92 FT, TH N 87°10'48"E 108.85 FT, TH N89°50'53"E 885.42 FT, TH S04°32'07"E 1399.93 FT, TH S89°35'16"W 1321.74 FT TO CENTER OF SEC OF SD SEC 9, TH N89°57'50"W ALG THE E/W ¼ LN OF SD SEC 2629.07 FT TO POB. SIDWELL NO. 03-09-100-021

The "Right of Way Area" is a part of Grantor's Land and is described as:

As shown on Detroit Edison drawing No. R-32555-5, dated 4-9-01. Width of right of way is ten (10) feet.

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.

2. Access: Grantee has the right of access to and from the Right of Way Area.

3. Buildings or other Permanent Structures: No buildings or other permanent structures are allowed in the Right of Way Area without Grantee's prior written consent.

4. Excavation: Under 1974 Public Act 53, you must call MISS DIG (1-800-482-7171) before excavating in the Right of Way Area.

5. Trees, Bushes, Branches, Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in The Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences can be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee will not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.

6. Restoration: If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as can be to its original condition.

7. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

(2) Witnesses: (Type or print name below signature)

Grantor: (Type or print name below signature)

X Angela Thornton
Angela Thornton

X Jennifer S. Cut
Jennifer S. Cut

Frederick C. Foote
Frederick C. Foote

Theresa M. Foote
Theresa M. Foote

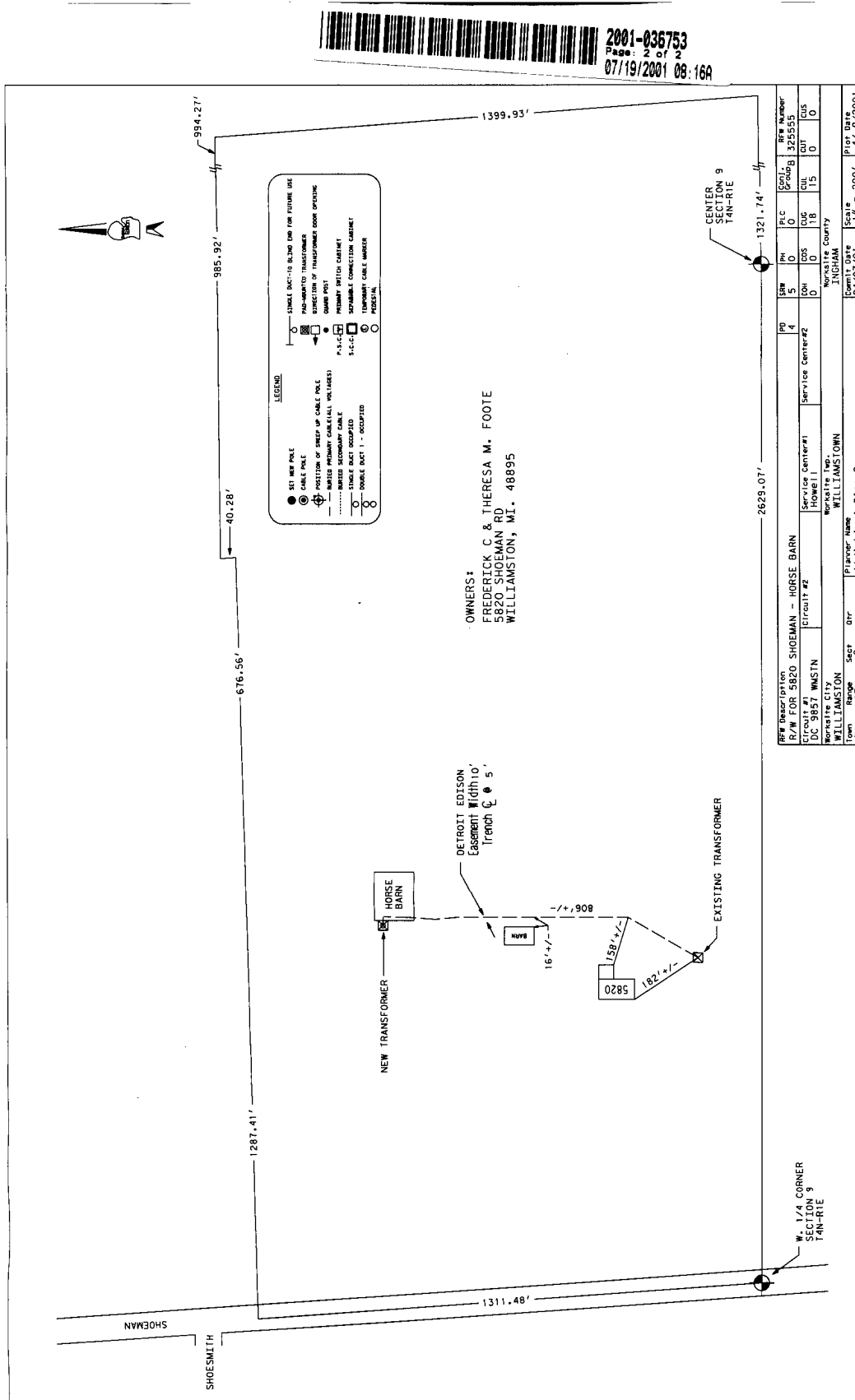
Acknowledged before me in Ingham County, Michigan, on April 12, 2001, by Frederick C. Foote and Theresa M. Foote, husband and wife.

ANGELA THORNTON
NOTARY PUBLIC INGHAM CO., MI
MY COMMISSION EXPIRES Feb 10, 2004

Notary's
Stamp Angela Thornton
(Notary's name, county, and date commission expires)

Notary's
Signature Angela Thornton

Prepared by and Return to: Mark J. Cetnor, Howell Service Center, 1095 Lawson Dr., Howell, MI 48843.



1018 R 768

R

Form 60-Rented
11-58

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of October, 1969, by and between Maynard E. Unruh and Dorris E. Unruh, husband and wife

of 690 Juliet Rd., Rt. 1 Haslett, Michigan hereinafter called lessor (hereinafter called lessor) and Hobit Oil Corporation hereinafter called lessee of Box 1934, Oklahoma City, Oklahoma

WITNESSETH: that lessor, for and in consideration of the sum of Ten and No/100 DOLLARS \$ 10.00, in hand paid, receipt of which is hereby acknowledged, and of the agreement of lessee hereinafter set forth, hereby grants, conveys, leases and lets unto lessee, unto lessee the land hereinafter described for the purpose of prospecting, exploring for, producing and otherwise developing, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, underground gas, underground gas, geothermal energy and any substances, whether similar or dissimilar, produced in a gaseous state, together with the right to conduct and maintain pipe lines, telephone and electric lines, tanks, ponds, power, ponds, roadways, ditches, equipment, and structures thereon to produce, store and take care of said oil and gas, and the exclusive right to lease air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the development and operation of said land, above or completely with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Ingham State of Michigan, and being described as follows, to-wit:

Section 8: NE NE and NW SE NE

Reference Section 9: That part of the west 20 acres of 1/2 NE and E/2 E/2 NW described as beginning at the center of the said section 9, thence West 668 feet on the East-west 1/4 line of Sec. 9 thence North 1400 feet, thence East 984 feet, thence South 1375 feet to the East-west 1/4 line, thence West 314 feet to the point of beginning.

RECORDED
IN 23 11 17 AM '70
REGISTER OF DEEDS
IN 23 11 17 AM '70
PREMISES, Mich.
PREMISES, Mich.

of Section 8 Township 4 North Range 1 East, it being the purpose and intent of lessor to lease, and lessee does hereby lease, all of the lands or interests in lands covered by lease which contain the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 202 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of 10 years from the date hereof (primary term) and as long thereafter as oil or gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lease is then produced in drilling operations, this lease shall continue in force as long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force as long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall nevertheless if lease is then prosecuted drilling operations, or within 60 days after such cessation of production commences drilling operations, and this lease shall remain in force as long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor or the well, or to the credit of lessor in the pipeline to which the well may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessor's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee on the leased premises or used by lessee for the manufacture of oilfield gas or other products, to pay to lessor one-eighth (1/8) of the prevailing market price of the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate on otherwise provided in this paragraph) terminate, unless lessee, for reasons in his behalf, on or before such date, shall pay or tender to lessor, or to lessor's credit in the First National Bank at Haslett, Michigan

the sum of Two Hundred Two and No/100 DOLLARS \$ 202.00, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In the event that no well is commenced on or before the expiration of the term of this lease, the commencement of a well may be further deferred for the period of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such decedent or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If, according to lessor's records or to a lesser who, prior to his death, attempted payment or deposit of rental to a lesser entitled thereto under this lease the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard correct amount, or otherwise, lessor shall be unconditionally obligated to pay to such lesser the rental properly payable for the rental month involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessor of written notice from such lesser of such over accompanied by any documents and other evidence necessary to enable lessor to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessor's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (in which case under said that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid, this lease shall terminate as to both parties, unless lessor on or before the

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises for an acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well is at any time such that no gas or gas-condensate therefrom is sold or used off the premises, this lease will terminate in force and effect on the date that such well shall be deemed to be a well on the leased premises producing gas in paying quantities. This lease will terminate in force and effect on the date of the time or times while such well is so that, in whether before or after the expiration of the primary term of this lease, during all reasonable attempts to market gas or gas and gas-condensate capable of being produced from such shut-in well shall have failed to result in the sale of such gas under normal conditions or circumstances which, in lessor's judgment exercised in good faith, are commercially prudent during which such well is so shut in, or, as required, within 45 days after the expiration of each period of one year in length the interest of lessor in acreage embraced in this lease as of the end of such period, the interest of the lessee shall be deemed applicable to cancel, then the sum of \$50.00; provided that, if gas or gas-condensate from such well is sold or used on the premises, this lease shall not terminate, then the sum of \$50.00. At the end of any such annual period, this lease is being maintained in force and effect otherwise than by the sale of such shut-in well, or, as required, within 45 days after the expiration of each period of one year in length the interest of lessor in acreage embraced in this lease shall be deemed a royalty under all provisions of this lease, and such annual period as shown by lessor's records shall govern the determination of the party or parties entitled to receive such payment.

If Lessee owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid tender only in the proportion which his interest bears to the whole and undivided mineral fee.

If the leased premises are now, or shall hereafter be, owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided equally, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage; provided, however, that if the leased premises consist of two or more non-shooting tracts (tracts which do not touch each other of any point), this paragraph shall apply separately to each such non-shooting tract.

[illegible]

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage addressed in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage addressed in the leased premises, the delay rental hereinafter provided for shall be reduced proportionately on an acreage basis.

[illegible]

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of leased premises.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to clear and remove casing. No part of the surface of the leased premises shall, without the written consent of lessor, be let, granted or loaned by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, steamboat, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or any other minerals.

Lessee shall bury boiler pipe depth its pipe line on the leased premises when requested by a lesser owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said tract.

Lessee hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, Lessee's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessor shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgages, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessor for lessor may be deducted from any amounts of money which may become due to lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor become void or voidable, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any

1018 R 770

of the terms or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be enforceable to and binding upon the parties and their respective successors and assigns. Reference herein to lease and leases shall include reference to their respective amendments and assignments. Should any one or more of the parties named above as lessor not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

WITNESS:

William W. Snider
William W. Snider

LESSOR:

Maynard H. Unruh
Maynard H. Unruh
Jorris E. Unruh
Jorris E. Unruh (SEAL)

This instrument prepared by _____

STATE OF Michigan
COUNTY OF Ingham } ss

On this 12 day of October
Maynard H. Unruh and Jorris E. Unruh

(Individual—Mich.)

19 69

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that executed the same as their free act and deed. Given under my hand and seal the day and year first above written.

My commission expires:

10-5-72

William W. Snider
Notary Public
WILLIAM W. SNIDER
Notary Public, Ingham County, Michigan
(Individual—Mich.)

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, 19 _____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as their free act and deed. Given under my hand and seal the day and year first above written.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____ } ss

(Corporation—Mich.)

On this _____ day of _____, 19 _____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the President of _____ a corporation, and that the said officer to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said _____ acknowledged the execution of the said instrument as the free act and deed of said corporation. Given under my hand and seal the day and year first above written.

My commission expires:

Notary Public

MICH - 2488

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all remove casing. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and damages caused by its operations to growing crops and timber on said land.

[illegible]

9. In the event Lessor considers that Lessee has failed to comply with its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this lease. If such notice is given by Lessor within sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of such notice shall constitute Lessor's election of remedy by action by law. Neither the service of said notice nor the pendency of such action shall be brought until the lapse of sixty (60) days after service of such notice. The failure of Lessor to give such notice shall not constitute a waiver of any of the alleged breaches shall be deemed an admission or offer of settlement of the same. Lessor shall retain the right to sue for damages resulting from the breach or breaches alleged by Lessor. Lessor shall not be bound by governmental regulations, (but in no event less than) as to which there are operations to constitute a drilling or maximum allowable operator remain in force and centered at the well, or in such shape as then existing spacing rules require; and (2) if it is determined that the operation is not practicable in the form of a square operation, Lessor hereby warrants and agrees that the operations on said land as are necessary to operations on the acreage so retained.

operations. Lessee shall also have such easements on said land as are necessary for operations on said land. If said land included in a pooled unit on which there are already existing hydraulic fracturing operations, then the operations on said land shall be subject to the operations on the pooled unit. Lessee shall be charged pro rata for the operations on said land against the claims of all persons who own an interest in the pooled unit. Lessor's rights and interests hereunder at any time to pay or reduce same for lessor, either in cash or otherwise, or interest and other charges on said land, but lessor agrees that lessor shall have the right to pay from royalties or other payments payable or which may become payable to lessor, or to be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments in all or any part of said land than the entire and undivided fee simple estate (whether lessor owns less than a fee simple interest in the land or not), or no interest therein, and that the interest in said land and other moneys accruing from any part as to which this lease covers less than a fee simple interest shall be paid only in the proportion which the interest therein of lessor bears to the whole and undivided fee simple estate therein. All interest in said land and other royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the proceeds of the lease, hear to the whole and undivided fee simple estate therein. All payments hereunder shall be made in cash. Lessor hereby agrees to whether it is executed by all those named herein as lessor.

11. If, while this lease is in full force and effect, all or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and/or, if, after the expiration of the primary term hereof, it is not being continued in force by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether such cause is said to have occurred prior to or after the expiration of the primary term hereof, the term of this lease shall be extended until the expiration of the term of the lease, but in no event shall the term of this lease be extended beyond the reasonable control of Lessee, the removal of such delay and the extension of the term of this lease shall be subject to the payment by Lessee to Lessor of the sum of \$100 or more days following the expiration of the term of this lease, and the extension of the term of this lease shall be subject to the payment by Lessee to Lessor of the sum of \$100 or more days following the expiration of the term of this lease.

[illegible]

IN WITNESS WHEREOF, this instrument is executed on the date first above written

Witnesses: Leland L. Abel HO DEVELOPMENT COMPANY, A Limited Partnership

BY: Steve Yung Chang Ho 1/29/80
Steve Yung Chang Ho, General Partner

Witness: Roni A Davidson
096-36-0115
Name and Social Security No.

STATE OF MICHIGAN
COUNTY OF INGHAM } SS. ACKNOWLEDGMENT

On this 28th day of January, A.D., 1980, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared State Yung Chang Ho, General Partner of HO DEVELOPMENT COMPANY, A Limited Partnership of Michigan

to me known as the person _____ described in and who executed the foregoing instrument and acknowledged that _____ he _____ had executed the same as
his free act and deed, **and on behalf of He Development Company.**

Notary Public Leland L. Abel Menroe County.

My Commission Expires **November 19**, 19**83** Acting in **Ingham** County, **Michigan**

STATE OF _____
COUNTY OF _____

SS. _____

ACKNOWLEDGMENT

BNS

On this _____ day of _____, A.D., 19____, before me, the undersigned, a Notary Public and for said county, in the State aforesaid, personally appeared _____

to me known as the person _____ described in and who executed the foregoing instrument and acknowledged that _____ he _____ had executed the same as
_____ free act and deed.

Notary Public _____

My Commission Expires _____, 19____, Acting in _____ County.

This form was prepared by **Leland L. Abel** of **Monroe, Michigan 48161**