

CONVEYANCE AND CONTRACT

THIS INDENTURE, made this 3rd day of December, 1957, between Charles J. Cauchy and Vernette M. Cauchy, his wife and in her own right of RPD #3, Holland, Michigan, herein called first party (whether one or more), and Consumers Power Company, a corporation with its principal business office at 212 West Michigan Avenue in the City of Jackson, Michigan, herein called second party.

WITNESSETH:

That the said first party for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to first party in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, convey, bargain, sell, remise, assign, release, alien and confirm, subject to the exceptions and reservations hereinafter set forth, unto second party and its successors and assigns. Forever, the Salina sand, strata, formation and horizon in the land hereinafter described, and all sands, strata, formations and horizons in and under the said land in which gas or oil or other minerals may be or may have been found, and all of the right, title and interest of first party in all gas, oil and other minerals contained therein or recoverable therefrom, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for gas, oil and other minerals and removing the same therefrom, and all of the right, title, interest and estate of first party under and by virtue of any oil and gas mining lease now existing upon the land hereinafter described, excepting any drilling delay rentals payable under such lease but including royalties accrued and to accrue thereunder, and all gas, oil and other minerals in and under said land in the event that any such lease becomes cancelled, forfeited or terminated, said land situate and being in the Township of Owasee County of Allegan, State of Michigan, and described as:

West 1/2 of the Northeast 1/4; and the North 1/2 of the Northwest 1/4 of the Southeast 1/4: all in Section 8, Township 4 North, Range 14 West.

the exclusive right to mine gas, from any source obtained, underground in and under the said land; and with the exclusive right to enter upon the surface of said land for the purpose of drilling and operating for and producing gas, oil and other minerals and with the exclusive right to enter upon the surface of said land for the purpose of injecting or withdrawing at will any kind of gas underground in and under the said land by pumping or otherwise by means of any well owned by second party and now existing or hereafter drilled on the said land or on lands adjoining or in the vicinity thereof; and with the exclusive right to use said sands, strata, formations and horizons for the protection of stored gas; and with the right to use, construct and maintain such roadways as may be necessary for free and clear passage across and upon said land to any such well or wells; and with the right to construct, install, maintain and remove structures, fences surrounding structures and/or wells, pipelines not more than six inches in diameter, casings, drips, valves, and other appliances, usual, necessary and convenient for such purposes and uses; and with the right to use, free of cost, water produced on said land for the operations of second party thereon except water from the wells of first party and with the right and privilege of second party to abandon its wells and remove its property at any time; EXCEPTING AND RESERVING unto first party, his heirs, personal representatives and assigns the gravel, clay, marl, coal, gold, silver, uranium and other precious metals in and under said land.

First party further conveys and grants to second party, its successors and assigns, Forever, the easement and right to lay, construct and maintain gas mains more than six inches in diameter, with the usual connections and accessories for the purpose of transmitting gas in, through and across said above-described land, including all public highways upon or adjacent thereto, with full right and authority to second party, its successors and assigns, and its and their agents and employees, to enter upon the land for the purpose of constructing, repairing, removing, replacing and maintaining said gas mains, connections and accessories, or to substitute other mains, connections or accessories therefor. In addition to other payments herein provided for, second party shall pay first party at the rate of One Hundred and Sixty Dollars (\$160.00) per mile of main, more than six inches in diameter, laid on said land, payable on or before the date on which the construction of such main commences.

TO HAVE AND TO HOLD said land insofar as conveyed to second party, as herein described, with the appurtenances unto the second party and to its successors and assigns, Forever, subject to the terms of this instrument.

And the said first party, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with second party and its successors and assigns, that at the time of the encasing and delivering of these presents, he is well seized of the above-granted land in fee simple; that it is free from all liens and encumbrances whatever, except as aforesaid, and that he will and his heirs, executors and administrators shall warrant and defend the same against all lawful claims whatsoever, except as aforesaid. It is expressly agreed by the parties hereto that this conveyance does not include the surface of said lands, except the easements, profits and rights herein described.

Second party by the acceptance of this instrument hereby agrees that first party shall have the right to use gas free of charge from any gas well owned by second party now on the above-described land, or on land now pooled or unitized therewith, for domestic and space heating purposes only, in the present principal dwelling house upon said land at first party's risk, subject to the use, operation, pumping and right of abandonment of any such well by second party; provided that first party shall at first party's own risk and expense install and use safe and proper appliances and install, use and maintain in a good and workmanlike manner safe and proper piping and connections with said well. The second party shall be under no duty to inspect said piping and installations of first party. It is expressly understood that if first party fails at any time to perform in any respect as in this paragraph provided, all rights of first party to use gas, as in this paragraph provided, may at the option of second party cease and determine. No delay or omission by second party to exercise said option shall be held to exhaust same or be considered as a waiver thereof; and such option may be exercised by second party at any time or from time to time.

Second party by the acceptance of this instrument hereby agrees to pay to first party damages caused to growing crops, tiles or drains, fences and buildings on said land from the operations conducted by second party as provided for herein.

Second party shall have the right at any time to redeem by payment on behalf of first party any mortgage, tax or other lien on the above-described land in the event of default of payment by first party and be subrogated to the rights of the holder thereof.

977 1/2

518 14

If more than one join in the execution hereof as first party, or if first party is of the feminine sex, the promises and covenants herein used shall be read as if written in plural or feminine respectively, and shall include and apply to their respective heirs and assigns.

IN WITNESS WHEREOF, first party has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Marvin Klingenberg
Marvin Klingenberg
Elnor Ennis
Elnor Ennis

Charles J. Cauchy (L.S.)
Charles J. Cauchy (L.S.)
Vernette M. Cauchy (L.S.)
Vernette M. Cauchy (L.S.)

STATE OF MICHIGAN }
COUNTY OF Allegan } ss.

On this 3rd day of December, 1967, before me, a Notary Public in and for Township County, acting in Allegan County, personally appeared Charles J. Cauchy and Vernetta M. Cauchy to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their free act and deed.

Elnor Ennis
Notary Public, Township
County, Michigan

My Commission expires July 12, 1968



STATE OF MICHIGAN
COUNTY OF ALLEGAN
RECEIVED FOR RECORD
1967 DEC 18 PM 2 17
Notary Public
REGISTER OF DEEDS

CONVEYANCE AND
CONTRACT

from to and to

Register's Office
County of
Recorded for Record the
of
at
Recorded in Liber
Page
Exhibit of Deeds
T.C. 375
P. 25

515 PAGE 525

New Ore
Easement

115
LIBER 1361 PAGE 439

The Grantor, Rose Ella Cogar, whose address is 4570-44th Street, Holland Michigan 49423, hereby convey and warrant to the Grantees, Nathan M. Brooks and N. Lucille Brooks, husband and wife, whose address is 4564-44th Street Holland Michigan 49423 an easement for the benefit of the following described premises situated in the Township of Overisel, County of Allegan, and State of Michigan:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Town 4 North, Range 14 West, Overisel Township Allegan County, Michigan, described as beginning at a point being South 03 degrees 47 minutes 00 seconds East 660.00 feet as measured on the North and South 1/4 line of section 8 and on a line being parallel with the North line of Section 8 North 89 degrees 45 minutes 54 seconds East 549.00 feet from the North 1/4 corner of section 8; thence on a line parallel with the East line of the Northwest 1/4 of the Northeast 1/4 section 8 North 03 degrees 43 minutes 33 seconds West 164.99 feet; thence North 89 degrees 45 minutes 54 seconds East 793.52 feet; thence on the East line of the Northwest 1/4 of the Northeast 1/4 of section 8 South 03 degrees 43 minutes 33 seconds East 164.99 feet; thence South 89 degrees 45 minutes 54 seconds West 793.52 feet to the point of beginning, containing 3.00 acres except any part taken, used or deeded for road purposes and being subject to any easements or other conveyances of record.

and which shall be referred to in this document as Parcel A. The easement is granted in the following described premises:

That part of the Northwest 1/4 of the Northeast 1/4 of section 8, Town 4 North, Range 14 West, Overisel Township, Allegan County, Michigan, described as beginning at a point on the North and South 1/4 line of section 8 being South 03 degrees 47 minutes 00 seconds East 330.00 feet from the North 1/4 corner of section 8; thence on a line parallel with the North line of section 8 North 89 degrees 45 minutes 54 seconds East 1343.76 feet; thence on the East line of the Northwest 1/4 of the Northeast 1/4 of section 8 South 03 degrees 43 minutes 33 seconds East 164.99 feet; thence South 89 degrees 45 minutes 54 seconds West 793.52 feet; thence South 03 degrees, 43 minutes 33 seconds East 164.99 feet; thence South 89 degrees 45 minutes 54 seconds West 549.90 feet to the North and South 1/4 line of section 8; thence North 03 degrees 47 minutes 00 seconds West 330.00 feet to the point of beginning, containing 7.159 acres except any part taken, used or deeded for road purposes and being subject to any easements or other conveyances of record.

The said easement is granted subject to the following terms and conditions:

1. Purpose: The purpose of this easement is to permit the owners of Parcel A to dig, maintain, operate, and/or replace a well in Parcel B. Such well may be jointly used by the owners of both Parcel A and Parcel B. The well shall be maintained by both parties, and both parties shall be equally liable for the maintenance of such well. If such well must be replaced, then the owners of Parcel A shall be liable for the replacement of such well, unless the owners of Parcel B also desire to utilize such well. If the owners of Parcel B desire to use such new well, then the owners of Parcel B shall be equally liable for the drilling or digging and installation of such new well, and for the maintenance of such new well also. The owners of Parcel A shall be liable for the repair and maintenance of any water line from Parcel B to Parcel A.

The further of this easement is to permit the construction of a driveway which may be used by the owners of Parcel A. Such driveway shall be located within such strip of property which is within twelve (12 ft) feet of the northern boundary between Parcels A and B, such strip being 793.52 feet in length. The cost of maintenance and construction of such driveway shall be shared equally and agreed to between the owners of Parcel A and Parcel B, unless the owners of Parcel B do not utilize such driveway, and then the cost of maintenance and construction of such driveway shall be the liability of the owners of Parcel A. Such driveway and well shall be used for residential purposes, including accessory residential uses such as water for guests, gardening, lawn sprinkling, and for such other purposes as may be considered to be in character with any home occupation upon the said premises, including but not limited to agricultural purposes on such Parcel.

2. Care: Reasonable care shall be taken not to harm any crops, landscaping, or other items of value upon Parcel B in the use of the said easement. If as a result of maintaining any water or electrical line, the premises must be dug up, the premises must be restored to their original condition by the party maintaining such utility lines. The owners of Parcel B shall take reasonable care not to harm the well, the electrical lines, and the water lines. Neither shall the owners of Parcel B dig a well or wells so as to cause any well constructed to benefit Parcel A to have a decreased or diminished water supply.

3. Effect: This easement and the said purposes for the said easements shall be for the benefit of the land and shall be binding upon the heirs, successors, and assigns of the parties, and shall be binding upon such individuals in perpetuity. This easement constitutes the entire agreement of the parties.

4. Failure: Failure by either party to pay there share of agreed maintenance and repair cost, will cause the non paying party to forfeit there rights to this agreement.

In consideration of: Exempt under MSA 7.456 (5) (a).

LIBER 1361 PAGE 441

IN WITNESS THEREOF on this 13th day of August, 1992.

Witnesses as to Grantor:

[Signature]
John P. Weston
[Signature]
Claire Twier

Grantor:

[Signature]
Rose Ella Cogar

Witnesses as to Grantees:

[Signature]
John P. Weston
[Signature]
Alan G. Bareman

Grantees:

[Signature]
Nathan M. Brooks
[Signature]
N. Lucille Brooks

STATE OF MICHIGAN)
County of Ottawa) SS

The foregoing easement was acknowledged before me this 13th day of August, 1992, Rose Ella Cogar, the Grantor, and Nathan M. Brooks and N. Lucille Brooks, husband and wife, the Grantees.

RECORDED

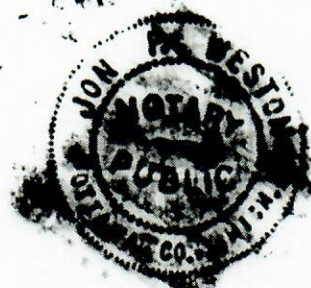
1992 SEP -9 PM 3:00

[Signature]
REGISTER OF DEEDS
OTTAWA COUNTY, MICHIGAN

[Signature]
Notary Public

JON P. WESTON
Notary Public, Ottawa County, Michigan
My Commission Expires Oct. 5, 1993

Prepared By:
Rose Cogar
4570 44th
Allegan MI 49010



APR 21 8 59 AM 1975

REC'D OFFICE
ALLEGAN COUNTY MICH

EASEMENT

THIS AGREEMENT made and entered into this 8th day of April, 1975, by and between KENNETH IDE and SANDRA IDE, husband and wife, of Rural Route #3, Holland, Michigan, hereinafter referred to as "Parties of the First Part" and BURTIN J. PETERS and JAYNEE PETERS, husband and wife, of Rural Route #3, Holland, Michigan, hereinafter referred to as "Parties of the Second Part"

WITNESSETH:

WHEREAS, Parties of the First Part are owners of real estate described as follows, to-wit:

The West 1/2 of the Northeast 1/4 of Section 8,
Town 4 North, Range 14 West, Township of Overisel,
County of Allegan, State of Michigan,

and

WHEREAS, Parties of the Second Part are the owners of the following described property, to-wit:

The South 1/2 of the Northwest 1/4 of Section 8,
Town 4 North, Range 14 West, Township of Overisel,
County of Allegan, State of Michigan,

and

WHEREAS, the parties hereto desire to enter into an agreement providing for the discharge of surface and subsurface water from the above-described lands of Parties of the Second Part unto the above-described lands of Parties of the First Part.

NOW, THEREFORE, the parties hereto agree as follows:

1. Parties of the First Part, in consideration of the sum of \$1.00 and other valuable considerations, do hereby convey and release to Parties of the Second Part an easement and right of way for the purposes of installing^{and maintaining} an 8- or 10-inch clay tile drain, said tile to be laid to a depth of at least two feet below the surface for its entire distance, and said tile to run from Second Parties' above-described property across and under the First Parties' above-described property for the purposes of discharging surface and subsurface waters from the above-described property of Parties of the Second Part into an open ditch located upon the above-described property of Parties of the First Part.

2. The easement and right of way hereby granted shall attach to and run with the above-described lands.


3. Parties of the Second Part, from time to time and at all times hereinafter, at their own cost and expense, will repair, keep open and maintain the drain tile laid pursuant to this easement herein granted across First Parties' lands.

IN WITNESS WHEREOF, the parties hereto have executed this easement the day and year first above written.

In the Presence of:


Ronald L. Dalman


Kenneth Ide


Anita Nyhuis


Sandra Ide

"First Parties"

Ronald L. Dalman
Ronald L. Dalman

Burtin J. Peters
Burtin J. Peters

Anita Nyhuis
Anita Nyhuis

Jaynet Peters
Jaynet Peters

"Second Parties"

STATE OF MICHIGAN)
COUNTY OF OTTAWA) SS.
)

On this 8th day of April, 1975, before me, a Notary Public in and for said County, personally appeared KENNETH IDE and SANDRA IDE, to me known to be the same persons described in and who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Anita Nyhuis
Anita Nyhuis
Notary Public, Allegan County, Michigan
Acting in Ottawa County, Michigan
My commission expires: 6/28/78

This Instrument Prepared by:
BOTER, DALMAN, MURPHY & BIDOL
ATTORNEYS
272 East 8th St.
Holland, Michigan 49423

Easement

The Grantors, Denzil Keith Cogar and Rose Ella Cogar, husband and wife, whose address is A4570 - 44th Street, Holland, Michigan 49423, hereby convey and warrant to the Grantees, Nathan M. Brooks and N. Lucille Brooks, husband and wife, whose address is A4564 - 44th Street, Holland, Michigan 49423 an easement for the benefit of the following described premises situated in the Township of Overisel, County of Allegan, and State of Michigan:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Town 4 North, Range 14 West, Overisel Township, Allegan County, Michigan, described as beginning at a point being South 03 degrees 47 minutes 00 seconds East 660.00 feet as measured on the North and South 1/4 line of Section 8 and on a line being parallel with the North line of Section 8 North 89 degrees 45 minutes 54 seconds East 549.90 feet from the North 1/4 corner of Section 8; thence on a line parallel with the East line of the Northwest 1/4 of the Northeast 1/4 of Section 8 North 03 degrees 43 minutes 33 seconds West 164.99 feet; thence North 89 degrees 45 minutes 54 seconds East 793.52 feet; thence on the East line of the Northwest 1/4 of the Northeast 1/4 of Section 8 South 03 degrees 43 minutes 33 seconds East 164.99 feet; thence South 89 degrees 45 minutes 54 seconds West 793.52 feet to the point of beginning, containing 3.00 acres except any part taken, used or deeded for road purposes and being subject to any easements or other conveyances of record.

and which shall be referred to in this document as Parcel A. The easement is granted in the following described premises:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Town 4 North, Range 14 West, Overisel Township, Allegan County, Michigan, described as beginning at a point on the North and South 1/4 line of Section 8 being South 03 degrees 47 minutes 00 seconds East 330.00 feet from the North 1/4 corner of Section 8; thence on a line parallel with the North line of Section 8 North 89 degrees 45 minutes 54 seconds East 1343.76 feet; thence on the East line of the Northwest 1/4 of the Northeast 1/4 of Section 8 South 03 degrees 43 minutes 33 seconds East 164.99 feet; thence South 89 degrees 45 minutes 54 seconds West 793.52 feet; thence South 03 degrees, 43 minutes 33 seconds East 164.99 feet; thence South 89 degrees 45 minutes 54 seconds West 549.90 feet to the North and South 1/4 line of Section 8; thence North 03 degrees 47 minutes 00 seconds West 330.00 feet to the point of beginning, containing 7.159 acres except any part taken, used or deeded for road purposes and being subject to any easements or other conveyances of record.

The said easement is granted subject to the following terms and conditions:

1. Purpose. The purpose of this easement is to permit the owners of Parcel A to dig, maintain, operate, and/or replace a well in Parcel B. Such well may be jointly used by the owners of both Parcel A and Parcel B. The well shall be maintained by both parties, and both parties shall be equally liable for the maintenance of such well. If such well must be replaced, then the owners of Parcel A shall be liable for the replacement of such well, unless the owners of Parcel B also desire to utilize such well. If the owners of Parcel B desire to use such new well, then the owners of Parcel B shall be equally liable for the drilling or digging and installation of such new well, and for the maintenance of such new well also. The owners of Parcel A shall be liable for the repair and maintenance of any water line from Parcel B to Parcel A.

The further purpose of this easement is to permit the construction of a driveway which may be used by the owners of Parcel A. Such driveway shall be located within such strip of property which is within twelve (12 ft. feet of the northern boundary between Parcels A and B, such strip being 793.52 feet in length. The cost of maintenance and construction of such driveway shall be shared equally between the owners of Parcel A and Parcel B, unless the owners of Parcel B do not utilize such driveway, and then the cost of maintenance and construction of such driveway shall be the liability of the owners of Parcel A. Such driveway and well shall be used for residential purposes, including accessory residential uses such as water for guests, gardening, lawn sprinkling, and for such other purposes as may be considered to be in character with any home occupation upon the said premises, including but not limited to agricultural purposes on such parcel.

2. Care. Reasonable care shall be taken not to harm any crops, landscaping, or other items of value upon Parcel B in the use of the said easement. If as a result of maintaining any water or electrical line, the premises must be dug up, the premises shall be restored to their original condition by the party maintaining such utility lines. The owners of Parcel B shall take reasonable care not to harm the well, the electrical lines, and the water lines. Neither shall the owners of Parcel B dig a well or wells so as to cause any well constructed to benefit Parcel A to have a decreased or diminished water supply.

3. Effect. This easement and the said purposes for the said easements shall be for the benefit of the land and shall be binding upon the heirs, successors, and assigns of the parties, and shall be binding upon such individuals in perpetuity. This easement constitutes the entire agreement of the parties.

In Consideration of: Exempt under MSA 7.456 (5) (a).

IN WITNESS THEREOF on this 19th day of April, 1986.

Witnesses as to Grantors:

Grantors:


James A. Donkersloot


Denzil Keith Cogar

Sharon Hope Veldhuis

Rose Ella Cogar

Witnesses as to Grantees:

Grantees:


James A. Donkersloot

Nathan M. Brooks
Nathan M. Brooks

Sharon Hope Veldhuis

N. Lucille Brooks
N. Lucille Brooks

STATE OF MICHIGAN)
County of Ottawa) SS


The foregoing easement was acknowledged before me this 19th day of April, 1986 by Denzil Keith Cogar and Rose Ella Cogar, husband and wife, the Grantors, and Nathan M. Brooks and N. Lucille Brooks, husband and wife, the Grantees.

REFERENCE

1986 APR 21 14 11: 44

REGISTERED DEEDS
LEGAL OFFICE, P. M. H. C.

Prepared by:
James A. Donkersloot
17 South Elm Street
P.O. Box 230
Zeeland, Michigan 49464
Telephone: (616) 772-9680


James A. Donkersloot, Notary Public
Ottawa County, Michigan
My Comm. Expires August 5, 1987

RECORDED

OCT 7 2 26 PM 1976

EASEMENT
FOR
WATER-WELL & PIPE LINE

James C. Starnes
REGISTER OF DEEDS
ALLEGAN COUNTY MICH.

KNOW ALL MEN BY THESE PRESENTS, That we, DONALD WOLTERS and DOROTHY WOLTERS, husband and wife, of A 4410 - 45th Street, Holland, Michigan, Grantors, for One (\$1.00) Dollar and other valuable considerations, hereby grant, bargain, sell and convey to KENNETH IDE and SANDRA IDE, husband and wife, of A 4443 - 145th Avenue, Holland, Michigan, Grantees, the following:

The perpetual right to enter on the real estate hereinafter described at any time that they may see fit and construct, maintain and repair a water-well and underground pipe line for the purpose of conveying water over, across, through and under lands hereinafter described together with the right to excavate and refill ditches and trenches for the location of such pipe line and mains and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipe line.

The land affected by the grant of this Easement and right of way located in the Township of Overisel, County of Allegan, State of Michigan, and is more particularly described as follows:

The East 1/2 of the East 1/2 of the Southwest 1/4, also the North 20 Acres of the West 1/2 of the East 1/2 of the Southwest 1/4, of Section 8, Town 4 North, Range 14 West.

The Easement and right of way hereby granted covers a strip of land 50 feet in width over and across the above described land, and is more particularly described as follows:

The North 50 feet of the East
1/2 of the Southwest 1/4, of
Section 8, Town 4 North, Range
14 West, Township of Overisel,
County of Allegan, State of
Michigan.

This Easement is for the benefit of and appurtenant to that
land, or any portion thereof, in the Township of Overisel, County
of Allegan, State of Michigan, described as follows:

The West 1/2 of the Northeast
1/4 of Section 8, Town 4 North,
Range 14 West.

The Grantees, as owners of the land benefited by the above
described Easement, covenant with the Grantors, as owners of the
land affected by the above described Easement, that they, their
heirs or assigns, will pay for any damage done to the crops of
Grantors during the construction and installation of the water-well
and pipe line and will restore all fences and repair or replace
any existing tilling which might be damaged during construction
and will restore the surface of the ground in as good condition
as when entered upon by the Grantees or their agents. The Grantees
further covenant with the Grantors that they, their heirs, or assigns,
will pay for any damages done at any time hereafter to crops, fencing
or tilling in the event it shall become necessary to go upon the
lands of the Grantors for the purpose of repairing or maintaining
the water-well or pipe line.

IN WITNESS WHEREOF, we, the undersigned, have set our hands
and seals this 12th day of October, 1976.

WITNESS:

Ronald L. Dorman
Ronald L. Dorman

Anita Nyhuis
Anita Nyhuis

Ronald L. Dorman
Ronald L. Dorman

Anita Nyhuis
Anita Nyhuis

Donald Wolters
Donald Wolters

Dorothy Wolters
Dorothy Wolters

Kenneth Ide
Kenneth Ide

Sandra Ide
Sandra Ide

STATE OF MICHIGAN

County of Ottawa ss.

On this 1st day of October, 1976, before me,
a Notary Public in and for said County, personally appeared,
DONALD WOLTERS and DOROTHY WOLTERS, husband and wife, to me
known to be the same persons described in and who executed
the within instrument, who each acknowledged the same to be
their free act and deed.

Anita Nyhuis
Anita Nyhuis
Notary Public, Ottawa County, M.
My commission expires: July 17, 1979

STATE OF MICHIGAN

County of Ottawa ss.

On this 1st day of October, 1976, before me,
a Notary Public in and for said County, personally appeared,
KENNETH IDE and SANDRA IDE, husband and wife, to me known
to be the same persons described in and who executed the within
instrument, who each acknowledged the same to be their free
act and deed.

Anita Nyhuis
Anita Nyhuis
Notary Public, Ottawa County, Mi.
My commission expires: July 17, 1979

LIBER 1543 PAGE 702

RECORDED

NOTICE OF CLAIM
UNDER THE MARKETABLE RECORD TITLE ACT

1995 NOV -1 PM 3:42

Joyce A. Carter

REGISTER OF DEEDS
ALLEGAN COUNTY MICHIGAN

TO ANY AND ALL PERSONS, FIRMS OR CORPORATIONS:

Take notice that CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation), pursuant to Act 200 of the Public Acts of Michigan of 1945, as amended, hereby claims ownership of certain interests comprising its Overisel Underground Gas Storage Field, the boundaries of which is more particularly described in Exhibit A, attached hereto and made a part hereof, and the interests related to the underground storage field, including fee land, surface easements and subsurface interests, are more particularly described in Exhibit B, attached hereto and made a part hereof.

IN WITNESS WHEREOF, Consumers Power Company has caused this instrument to be executed by its duly authorized representative this 25th day of October, 1995.

WITNESSES:

CONSUMERS POWER COMPANY

Judy H. Schultz
Judy H Schultz

Joanne M. Walsh
Joanne M Walsh

By *D G McClelland*
D G McClelland

Its Manager General Services
Manager General Services

APPROVED AS FOR
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 25th day of October, 1995, by D G McClelland, Manager of General Services, of CONSUMERS POWER COMPANY, a Michigan corporation, on behalf of the corporation.

Judy H. Schultz
Judy H Schultz
Notary Public, Jackson County, Michigan
My Commission Expires May 21, 1996

Prepared by Kimberly A. Connolly
212 West Michigan Avenue Jackson
Jackson, Michigan 49201

LIBER 1543 PAGE 707

The SE 1/4 of the NE 1/4 of Section 8, T4N, R14W.

The NE 1/4 of the NE 1/4 of Section 8, T4N, R14W.

The W 1/2 of the NE 1/4 of Section 8, T4N, R14W.

The N 1/2 of the NW 1/4 of Section 8, T4N, R14W.

The S 1/2 of the NW 1/4 of Section 8, T4N, R14W.

The West 35.33 acres of the SW 1/4 of Section 8, T4N, R14W.

Commencing on the South line of Section 8, T4N, R14W, 111 feet West of the SE corner of the W 1/2 of the SW 1/4, thence North 16 West 298 feet, thence Northwesterly to a point 363 feet North and 737.88 feet West of the SE corner of the West 1/2 of the SW 1/4, thence South to section line, thence East to the point of beginning.

The W 1/2 of the W 1/2 of the E 1/2 of the SW 1/4, except the North 10 acres and except the South 297 feet of the West 132 feet thereof of Section 8, T4N, R14W.

The E 1/2 of the W 1/2 of the E 1/2 of the SW 1/4, except the North 10 acres and except the North 440 feet of the East 49.5 feet thereof of Section 8, T4N, R14W.

The South 17 acres of the SE 1/4 of the SE 1/4 except the West 298.98 feet thereof of Section 8, T4N, R14W.

The West 3.85 acres of the South 17 acres of the E 1/2 of the SE 1/4 of Section 8, T4N, R14W.

The North 63 acres of the E 1/2 of the SE 1/4 of Section 8, T4N, R14W.

The North 1/2 of the NW 1/4 of the SE 1/4 of Section 8, T4N, R14W.

The SW 1/4 of the SE 1/4; Also the S 1/2 of the NW 1/4 of the SE 1/4 of Section 8, T4N, R14W.

The South 45 acres of the East 85 acres of the NE 1/4 of Section 9, T4N, R14W.

The North 40 acres of the East 85 acres of the NE 1/4 of Section 9, T4N, R14W.

The West 75 acres of the NE 1/4 except the W 1/2 of the NW 1/4 of the NE 1/4 of Section 9, T4N, R14W.

The W 1/2 of the NW 1/4 of the NE 1/4 of Section 9, T4N, R14W.

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Legal Description

Roadway or Well Site

Names of Persons Interested

Interest of Each at Time Petition Filed

Amount

N-1/2 of N-1/4 except East 678.65 feet thereof and also except a parcel of land containing 541 feet East of NW corner of Sec. 35, thence South 330 feet, thence East 54.16 feet, thence North 330 feet, thence West 54.16 feet to the place of beginning, Sec. 35, T4N, R14W

Shirley VanderPoppen and Geneva VanderPoppen
Battle VanderPoppen

Owners subject to Oil & Gas Lease owned by petitioner

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Petitioner is informed that one Harold Bremer, one John B. Hoban and one Raymond Slotman, individually and as trustees under an agreement, and others named as respondents and defendants claim to have an undisclosed and unrecorded interest or interests in all or part of the lands described in Schedule A, the exact nature and extent of such possible interest or interests are unknown to Petitioner.

**** The individual awards are for the parcel or combined parcels as indicated.

Richard Slotman
Walter Morris
David Clark