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LIBER 124 PAGE 228 Parcel #21A-22A-23A-24A-31A-32A-33A-34A-35A-36A-37A-40A-41A-42A-43A

THIS INDENTURE, made this 12 day of March,

A.D. 1917, between THE MICHIGAN CENTRAL RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Michigan, having its business office at Detroit 16, Michigan, and THE NEW YORK CENTRAL RAILROAD COMPANY, Lessee of and operating the Michigan Central Railroad, a consolidated corporation organized and existing under the laws of the State of Michigan and other States, having a business office in New York City, State of New York, parties of the first part, and the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Avenue, Jackson, Michigan, party of the second part:

WITNESSETH THAT:

WHEREAS, The New York Central Railroad Company is interested in the property hereinafter described, under an Indenture of Lease between it, as Lessee, and The Michigan Central Railroad Company, as Lessor, dated January 2, 1930, effective February 1, 1930, and joins in this Indenture solely for the purpose of releasing and surrendering its interest in said property under said lease;

The Michigan Central Railroad Company, one of the parties of the first part, for and in consideration of the sum of Four Hundred Dollars (\$400.00) to it in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, conveys and grants, but without warranty, to the said party of the second part, its successors and assigns, a perpetual easement and right to erect, lay and maintain lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across its East Jordan Branch right-of-way, to-wit:

Across the Northwest Quarter (NW 1/4) of Section twenty-nine (29), Town Thirty (30) North, Range Five (5) West, Star Township, Antrim County, Michigan, a distance of two thousand fifty-eight (2,058) feet, more or less.

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Across the Northeast Quarter (NE $\frac{1}{4}$ ) and the West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty (30), Town Thirty (30) North, range five (5) West, Star Township, Antrim County, Michigan, a distance of three thousand seven hundred seventy-five (3,775) feet, more or less.

Across the East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-five (25), Town Thirty (30) North, range Six (6) West, Chestonia Township, Antrim County, Michigan, a distance of three hundred ninety-three (393) feet, more or less.

Across the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-six (26), Town Thirty (30) North, Range Six (6) West, Chestonia Township, Antrim County, Michigan, a distance of six hundred eighty (680) feet, more or less.

Across the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-seven (27), Town Thirty (30) North, range Six (6) West, Chestonia Township, Antrim County, Michigan, a distance of three hundred sixty (360) feet, more or less.

Across the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-eight (28), Town Thirty (30) North, Range Six (6) West, Chestonia Township, Antrim County, Michigan, a distance of one hundred ten (110) feet, more or less.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits, and poles and other supports and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines.

The New York Central Railroad Company, one of the said parties of the first part, in consideration of the sum of One Dollar (\$1.00) to it in hand paid, does for itself and its successors and assigns, grant, bargain, sell, surrender and yield up from

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the day of the date hereof unto the above named CONSUMERS POWER COMPANY and to its successors and assigns, an easement as above set forth in and to the lands and premises above described, and for the term of years therein yet to come under the terms of said Indenture of Lease, dated January 2, 1930, above mentioned, or otherwise.

IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed by their proper officers thereunto duly authorized and their respective corporate seals to be affixed the day and year first above written.

Signed, Sealed and Delivered in presence of:

THE MICHIGAN CENTRAL RAILROAD COMPANY,

R. L. Baker Jr.  
R. L. Baker Jr.

By A. E. Baylis  
A. E. Baylis Vice President

G. C. Hoff  
G. C. Hoff

ATTEST: E. A. Grogan  
E. A. Grogan ASSISTANT Secretary

THE NEW YORK CENTRAL RAILROAD COMPANY,

R. L. Baker Jr.  
R. L. Baker Jr.

By A. E. Baylis  
A. E. Baylis Vice President

G. C. Hoff  
G. C. Hoff

ATTEST: E. A. Grogan  
E. A. Grogan ASSISTANT Secretary

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

BE IT REMEMBERED that on this 12<sup>th</sup> day of March, 1937, before me the subscriber, a Notary Public in and for said County and State, personally appeared the above named A. E. Baylis and E. A. GROGAN, to me known and known to me to be the Vice President and ASSISTANT Secretary, respectively, of said The Michigan Central Railroad Company, and the above named A. E. Baylis and F. A. GROGAN, to me known and known to me to be the Vice President and ASSISTANT Secretary, respectively, of said The New York Central Railroad

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Company, who, being by me severally sworn, did depose and say that the seals affixed to the above instrument are the corporate seals of said corporations and that the said instrument was signed and sealed on behalf of said corporations by authority of their Boards of Directors, and said A. E. Baylis, Vice President, and E. A. GROGAN, ASSISTANT Secretary, respectively, of The Michigan Central Railroad Company and said A. E. Baylis Vice President, and F. A. GROGAN, ASSISTANT Secretary, respectively, of The New York Central Railroad Company, acknowledged said instrument to be the free act and deed of said corporations.

Given under my hand and notarial seal this 17<sup>th</sup> day of March, A.D. 1957.

Gunther C. Holpp

GUNTHER C. HOLPP  
 Notary Public State of New York  
 No. 601844280  
 Qualified in Westchester County  
 Cert. filed with N. Y. County Clerk  
 Term Expires March 30, 1957

REC'D DEPT. OF STATE  
 APR 19 1957  
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Annabelle Feaster  
 Registrar of Deeds