

MEMORANDUM OF AGREEMENT, Made this 22nd day of July,
A.D., 1913, Between LAKE ORION SUMMER HOMES COMPANY, a Michigan
corporation, of Detroit, Michigan, party of the first part,
(sometimes hereinafter called Homes Company) and ORION LIGHT &
POWER COMPANY, a Michigan corporation, of Orion, Michigan, party
of the second part (sometimes hereinafter called Power Company).

WHEREAS, in the past, Power Company has erected its pole
lines for furnishing electric light in, on, upon and across
certain of the uplands belonging to said Homes Company, and has
lodged its poles in certain portions of said upland; and

WHEREAS, said Power Company desires to obtain the right to
make additional use of Homes Company's uplands for its pole lines
and poles in case extensions are hereafter necessary to furnish
lighting service in the vicinity; and

WHEREAS, said Power Company desires such rights upon reasonable
terms, and is willing to give an adequate consideration therefor; and

WHEREAS, said Homes Company is willing to grant such rights
upon reasonable terms and for an adequate consideration,

NOW, THEREFORE, in consideration of the above, and in further
consideration of the sum of One Dollar (\$1.00) to each party in hand
paid by the other party, the receipt whereof is hereby mutually
acknowledged, the parties hereto do hereby mutually agree together
as follows:

FIRST: Power Company may continue its present occupation of
the uplands of Homes Company in the Village and Township of Orion,

RIGHT OF WAY FILE NO. 2501

with its poles and lines of wire for electric light and power as at present located, maintained and operated; and, as occasion requires, Power Company may construct, maintain and operate additional pole lines for lighting and power service in the vicinity, and may run such lines over the uplands of Homes Company in such Village and Township, and may lodge its poles for such lines in said uplands, or any part thereof, upon the following terms and conditions.

70. SECOND: On July first, 1913, and annually thereafter to and including July first, 1917, Power Company is to pay Homes Company for this privilege the sum of One Hundred and Fifty Dollars (\$150.00); and annually thereafter on July first of each year during the life of this agreement, Power Company is to pay Homes Company for this privilege the sum of One Hundred Dollars (\$100.00).

THIRD: Power Company is to allow Homes Company at its own expense, to at all times run its telephone wires on the poles of Power Company, such wires, however, to be attached in all cases, at least five (5) feet under the wires of Power Company.

FOURTH: Should Homes Company at any time dispose of any of its uplands in which the poles of Power Company are lodged, or across which its wires run, Power Company agrees whenever possible to remove such poles or wires, or both, from such uplands, at the request of Homes Company, to a public highway, street or alley, or to such other portion of the unoccupied uplands of Homes Company as it may suggest for the purpose.

RIGHT OF WAY FILE NO. 2501

(3)

FIFTH: In consideration of the above privilege, Power Company further agrees that during the life of this agreement, whenever the level of the water of Lake Orion is lower than six (6) inches below the top of the concrete spillway of the present dam under the tracks of the Michigan Central Railroad Company at Orion, neither it nor its officers, agents or servants will open or cause to be opened the gate valves controlling the flow of water from Lake Orion into the plant of the Power Company, and Power Company further agrees to exercise all the authority it may possess in regard to the maintenance and operation of the gate valves, flumes and dam, to keep the same free from leaks, and to keep the gate valves closed during the said time of low water.

SIXTH: After July 1st, 1922, in case Power Company has then removed all of its pole lines and poles from the uplands of Homes Company, the obligation to pay the yearly sum provided for in the SECOND paragraph above shall cease; and thereafter said Power Company shall be under no obligation to pay such sum after it has so removed all of its pole lines and poles from such uplands. But nothing contained in this paragraph shall be construed as releasing Power Company, its successors or assigns, from any of the other obligations or agreements herein on its part to be performed.

SEVENTH: This agreement is hereby declared to be binding upon each of the parties hereto, during their respective corporate lives, or any extensions thereof, or during the corporate lives or

RIGHT OF WAY FILE NO. 2501

any extensions thereof of their respective successors or assigns.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be affixed hereto, and this instrument to be subscribed by its President and Secretary, in execution hereof, and the said party of the second part has caused its corporate seal to be affixed hereto and this instrument to be subscribed by its President and Secretary, in execution, all of the day and year first above written.

Signed, sealed and delivered in presence of

Frank R. Owen
Lee Cook

LAKE ORION SUMMER HOMES COMPANY,

By John Hunter
President

By Russell P. Winter
Secretary

J. W. Andrews
James L. Langston

ORION LIGHT AND POWER COMPANY,

By A. Marshall
President

By J. V. Vortex
Secretary

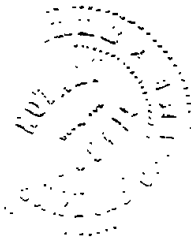
RIGHT OF WAY FILE NO. 2501

STATE OF MICHIGAN)
COUNTY OF Calhoun) SS.

On this 27th day of July, in the year of our Lord one thousand nine hundred and thirteen, before me, a Notary Public in and for said county, appeared John Winter and Russell Winter, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of the Lake Orion Summer Homes Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said John Winter and Russell Winter acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public, _____ County, Michigan.

My commission expires Sept. 5 1914



RIGHT OF WAY FILE NO. 2501

STATE OF MICHIGAN)
COUNTY OF Wayne) SS.

On this 28th day of July, in the year of our Lord one thousand nine hundred and thirteen, before me, a Notary Public in and for said county, appeared Alfred C. Marshall and James V. Oxtoby, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of the Orion Light and Power Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Alfred C. Marshall and James V. Oxtoby acknowledged said instrument to be the free act and deed of said corporation.

Addie E. Perrin
Notary Public Wayne County, Michigan.

My commission expires Sept. 18, 1916

Orion, Mich., July 23, 1913.

A special meeting of the Directors of the Lake Orion Summer Homes Company was held at the office of the company at Orion, Mich., on Wednesday, July 23rd 1913. There were present Directors John Winter, representing 89 shares, John C. Winter 10 shares and Russell P. Winter representing one share of the capital stock of the above company, making a total of 100 shares. An unsigned agreement was presented by the President between the Lake Orion Summer Homes Co. and the Orion Light & Power Co. dated *July 22-1913* which agreement contains (a) provision for the use of this company's grounds for polls, wires and etc. (b) maintaining of the water levels in Lake Orion. (c) payment of sums of money for terms of years, also other conditions all fully set forth in a copy hereto attached. It was moved by Director John C. Winter and supported by Russell P. Winter that the President and Secretary, John Winter and Russell P. Winter, respectively, be and are hereby authorized to enter into said contract above referred to with the Orion Light & Power Company and to execute the said document on behalf and for this corporation.

There being no further business the Board of Directors adjourned.

Russell P. Winter
Secretary.

John Winter
President

REPT OF WAY FILE NO. 2501

Cause

AGREEMENT

Between

LAKE ORION SUMMER HOMES COMPANY

and

ORION LIGHT AND POWER COMPANY

July 22nd 1913.

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This agreement can be cancelled after the July 1914 payment has been made.

2400000000
6/30/14

With final payment. Agreement automatically ceased as per conversation with Mr. A.C. Marshall 7/22

Jay D. King
Secretary

RIGHT OF WAY #2501

RIGHT OF WAY #2501

RIGHT OF WAY #2501

GENERAL FILES	
RECEIVED:	
FILED:	RIGHT OF WAY #2501
	Cancelled

Formerly Indexed

Orion - Lake Orion Property.

Now Indexed - 10/24/40

Lake Orion, Village of - Lake Orion Property.