

5A

OK'd

The PRUDENTIAL LAND COMPANY, a corporation organized and existing under the laws of the State of Michigan, party of the first part,

CONVEYS AND WARRANTS

to CONSUMERS POWER COMPANY, a corporation organized and existing under the laws of the State of Maine, and duly authorized to do business in the State of Michigan, party of the second part, its successors and assigns, all those certain pieces or parcels of land situate, lying and being in the County of Oscoda, State of Michigan, described as follows, viz:

The southeast quarter of the northeast quarter, northeast quarter of the southeast quarter, northwest quarter of the southeast quarter, southwest quarter of the northeast quarter, northeast quarter of the northwest quarter, southeast quarter of the northwest quarter, northeast quarter of the southwest quarter, southwest quarter of the northwest quarter, northwest quarter of the northwest quarter, all on Section twenty-four (24); the southwest quarter of the southwest quarter of section thirteen (13); the southeast quarter of the southeast quarter, southwest quarter of the southeast quarter, southeast quarter of the southwest quarter, southwest quarter of the southwest quarter, all on section fourteen (14); the northeast quarter of the northeast quarter, northwest quarter of the northeast quarter, southeast quarter of the northeast quarter, southwest quarter of the northeast quarter, north half of the southeast quarter of the northwest quarter, north half of the southwest quarter of the northwest quarter, all in section twenty-three (23); the northeast quarter of the northeast quarter of section twenty-two (22); the southeast quarter of the southeast quarter, south half of the northeast quarter of the southeast quarter, southwest quarter of the southeast quarter, southeast quarter of the southwest quarter, northeast quarter of the southwest quarter, northwest quarter of the southwest quarter, and the southwest quarter of the southwest quarter, of section fifteen (15); a piece of land in the northeast corner of the southeast quarter of the southeast quarter, measuring forty (40) rods on the west and south sides, containing five (5) acres, more or less, the northeast quarter of the southeast quarter, the southeast quarter of the northeast quarter, the southwest quarter of the northeast quarter, the northwest quarter of the southeast quarter, the northeast quarter of the southwest quarter, the southeast quarter of the northwest quarter, the northeast quarter of the northwest quarter, the northwest quarter of the northwest quarter, the southwest quarter of the northwest quarter, and the northwest quarter of the southwest quarter, of section sixteen (16); the southeast quarter of the northeast quarter, northeast quarter of the northeast quarter, northwest quarter of the northeast quarter, southwest quarter of the northeast quarter, southeast quarter of the northwest quarter, northeast quarter of the northwest quarter, northwest quarter of the northwest quarter, southwest quarter of the northwest quarter, all on section seventeen (17); the

50

✓ southeast quarter of the southwest quarter of section eight (8); the southeast quarter of the northeast quarter and the northeast quarter of the northeast quarter, ✓ the northwest quarter of the northeast quarter, ✓ the northeast quarter of the northwest quarter, all on section eighteen (18); the southwest quarter of the southeast quarter, ✓ northeast quarter of the southwest quarter, ✓ northwest quarter of the southwest quarter, ✓ southwest quarter of the southwest quarter, all on section seven (7).

All in township twenty-six (26) north, range four (4) east.

The riparian and flowage rights only on the entire southeast quarter of section nine (9); the southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of section eleven (11); the entire northeast quarter, the south half of the northwest quarter, and the northeast quarter of the southeast quarter of section twelve (12); and all of the land south of the Au Sable river lying in the northwest quarter of the southeast quarter of section eleven (11) that may be overflowed by raising the water of the Au Sable river not to exceed five (5) feet above the natural low-water mark as indicated by low-water mark of abutment of Winton Bridge; all in township twenty-six (26) North, Range three (3) east.

✓ The northeast quarter of the northwest quarter of section twelve (12); ✓ the southeast quarter of the southeast quarter, ✓ the southeast quarter of the southwest quarter, and ✓ the southwest quarter of the southwest quarter of section ten (10); ✓ the southeast quarter of the southwest quarter, ✓ the northeast quarter of the southwest quarter, ✓ the northwest quarter of the southwest quarter, and ✓ the southwest quarter of the southwest quarter of section nine (9); ✓ the southeast quarter of the southwest quarter of section four (4); the southeast quarter of the southeast quarter, the northeast quarter of the southeast quarter, the northwest quarter of the southeast quarter, the southwest quarter of the southeast quarter, the southeast quarter of the southwest quarter, the northeast quarter of the southwest quarter, ✓ the southeast quarter of the northwest quarter, ✓ the northeast quarter of the northwest quarter, ✓ the southwest quarter of the northwest quarter, the east quarter of the northwest quarter of the southwest quarter, and the east quarter of the southwest quarter of the southwest quarter, all on section eight (8); ✓ the northeast quarter of the northeast quarter, ✓ the southeast quarter of the northeast quarter, ✓ the southwest quarter of the northeast quarter, ✓ the northwest quarter of the northeast quarter, ✓ the northeast quarter of the northwest quarter, and the east quarter of the northwest quarter of the northwest quarter, all on section seventeen (17); ✓ the northwest quarter of the northeast quarter, the southwest quarter of the northeast quarter, ✓ the southeast quarter of the northwest quarter, and the southwest quarter of the northwest quarter, north of river, all on section seven (7); all in township twenty-six (26) north, range three (3) east.

50

The southwest quarter of the northeast quarter, the north half of the northwest quarter of the southeast quarter, the southeast quarter of the northwest quarter, the northeast quarter of the northwest quarter, the northwest quarter of the northwest quarter, and the southwest quarter of the northwest quarter, all on section twelve (12); the northeast quarter of the northeast quarter, the southeast quarter of the northeast quarter, the southwest quarter of the northeast quarter, the northwest quarter of the northeast quarter, the east three-quarters of the southeast quarter of the northwest quarter, the west half of the southwest quarter of the northwest quarter, the east half of the southeast quarter of the southwest quarter, of section eleven (11); the northeast quarter of the northwest quarter of section ten (10); the southeast quarter of the southeast quarter, the southwest quarter of the southeast quarter, the northwest quarter of the southeast quarter, the southwest quarter of the southwest quarter, and all that part of the north half of the southwest quarter lying south of the Au Sable River, all on section three (3); the southeast quarter of the southeast quarter, the northeast quarter of the southeast quarter, the northwest quarter of the southeast quarter, the southwest quarter of the southeast quarter, the southeast quarter of the southwest quarter, the northeast quarter of the southwest quarter, the northwest quarter of the southwest quarter, and the southwest quarter of the southwest quarter, all on section four (4); the northeast quarter of the southeast quarter, the southeast quarter of the northeast quarter, and the northwest quarter of the southeast quarter, all on section five (5); all in township twenty-six (26) north, range two (2) east.

The south half of southwest quarter of section two (2), north half of southwest quarter, lying north of Au Sable River, and southeast quarter of southwest quarter of section three (3), entire northeast quarter of section ten (10), north half of northwest quarter, northeast quarter of southwest quarter, and entire southeast quarter of section eleven (11), north half of southwest quarter and southwest quarter of southwest quarter of section twelve (12), all in township twenty-six (26) north, range two (2) east; also all that part of the southeast quarter of the northwest quarter of section three (3) in township twenty-six (26) north, range two (2) east, which will be flowed or flooded by reason of the construction and maintenance of the Mio Dam as located and described in the Resolution of the Board of Supervisors of Oscoda County, adopted on May 7, 1909, not to exceed seven (7) acres; also the exclusive and perpetual right to flow with the waters of and in the Au Sable River and from any and all of its tributaries by the erection and maintenance of the Mio Dam across said river of the height and at the place mentioned in the permission to construct the same granted by the Board of Supervisors of Oscoda County to the Eastern Michigan Power Company, its successors and assigns, over and upon all the following pieces and parcels

50

of land (not exceeding the acreage hereinafter mentioned in connection with each parcel of land) lying and being in the said county of Oscoda and State of Michigan, described as follows: One and one-half ($1\frac{1}{2}$) acres on the southwest quarter of the southwest quarter of section one (1), four (4) acres on the northeast quarter of the southwest quarter, three (3) acres on the northwest quarter of southwest quarter and thirty (30) acres on the south half of the southeast quarter of section two (2), all in township twenty-six (26) north, range two (2) east. Part of the descriptions in this paragraph described are SUBJECT to the right, title and interest conveyed by said party of the first part to said party of the second part by deed dated December 1, 1915, and recorded in Oscoda County Register's office on December 24, 1915, in Liber 15 of Deeds, at pages 327 and 328.

The exclusive and perpetual right to flow over and upon so much of the southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter, EXCEPTING one (1) acre in the southeast corner of said northeast quarter of the southeast quarter heretofore deeded to Gideon Cripps, all on Section twelve (12) in township twenty-six (26) north, range two (2) east, with the waters of and in the Au Sable River and from any and all of its tributaries as may be flowed by the erection and maintenance of a dam across the Au Sable River at or near the southeast quarter of the southwest quarter of section ten (10), township twenty-six (26) north, range two (2) east, Provided such flow will not raise the water in the Au Sable River immediately below the dam now being located on the land hereby conveyed above its natural state or in any manner or to any extent decrease the fall of the water in said river over said last mentioned dam.

This should be three (3) East 24th

The northeast quarter of the southeast quarter, the northwest quarter of the southeast quarter, the southeast quarter of the southwest quarter, the northeast quarter of the southwest quarter, the northwest quarter of the northwest quarter, all on section one (1); the southeast quarter of the northeast quarter, the northeast quarter of the northeast quarter, the southwest quarter of the northeast quarter, the southeast quarter of the northwest quarter, the northwest quarter of the northwest quarter, the southwest quarter of the northwest quarter, and the northwest quarter of the southwest quarter, all on section two (2); the northeast quarter of the southeast quarter, the southeast quarter of the northeast quarter, the northeast quarter of the northeast quarter, the southwest quarter of the northeast quarter, the northwest quarter of the southeast quarter, the southwest quarter of the southeast quarter, the northeast quarter of the southwest quarter, the southeast quarter of the northwest quarter, and the northwest quarter of the southwest quarter, all on section three (3); the southeast quarter of the southeast quarter, the southwest quarter of the southeast quarter, the northwest quarter of the southeast quarter, the northeast quarter of the southwest quarter, and the southeast quarter of the northwest quarter, all on section four (4); the southeast quarter of the southeast quarter, the northeast quarter of the southeast quarter, the northeast quarter of the northeast quarter, except-

36

ing a plot of land twelve (12) rods square off the northeast corner sold to Board of Education of the townships of Big Creek and Mentor, the northwest quarter of the northeast quarter, the southwest quarter of the northeast quarter, the northwest quarter of the southeast quarter, the southwest quarter of the southeast quarter, all on section five (5); the northeast quarter of the northwest quarter, and the southwest quarter of the northwest quarter of section eight (8); the southeast quarter of the northeast quarter, and the northeast quarter of the northeast quarter of section seven (7); the southeast quarter of the southeast quarter, the southwest quarter of the southeast quarter, the southeast quarter of the southwest quarter, the northeast quarter of the southwest quarter, the northwest quarter of the southwest quarter, and the southwest quarter of the southwest quarter, all on section six (6); all in township twenty-six (26) north, range one (1) east.

It is understood that the Prudential Land Company acquired certain of the lands hereby conveyed subject to a right reserved to Henry Nelson Loud, George A. Loud and Edward F. Loud to certain timber standing, lying and being upon the lands conveyed, and certain rights of way across said lands for the purpose of ingress and egress, and certain rights over the waters of the Au Sable River for floating logs and timber, and that this conveyance is made subject to said reservations.

This conveyance is made subject to an indenture of trust and mortgage made as of January 2, 1911, by William M. Eaton and Una C. Eaton, his wife, to the Harris Trust and Savings Bank of Chicago, Illinois, as Trustees.

It is expressly understood that the party of the first part under the provisions hereof intends and shall be held to warrant and defend the title of the lands conveyed against its own acts only and subject to the trust indenture to Harris Trust and Savings Bank as Trustees.


For the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its corporate name by its V. H. Vail President, and its corporate seal to be affixed and attested by its Secretary, the ninth day of May, A. D. 1917.

Attest: [Signature] PRUDENTIAL LAND COMPANY
Secretary.

Signed, Sealed and Delivered
in Presence of:
[Signature]
[Signature]

[Signature] President



57

STATE OF MICHIGAN,)
) ss.
County of Jackson,)

On this ninth day of May, 1917, before me appeared C. W. Tippy to me personally known, who, being by me duly sworn, did say that he is the Vice President of the PRUDENTIAL LAND COMPANY, 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 C. W. Tippy acknowledged said instrument to be the free act and deed of said corporation.

George Luther
Notary Public, Jackson County, Michigan.
My Commission expires August 31, 1920