

Mentor Twp.
T 26 N R 3 E

INDENTURE, Made this 13th day of July
A.D. 1949, between CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan, with its principal office therein at Jackson, Michigan, as first party, and the BOARD OF COUNTY ROAD COMMISSIONERS of the County of Oscoda, State of Michigan, as second party,

WITNESSETH:

That said first party, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it paid by the said second party, the receipt whereof is hereby confessed and acknowledged, does by these presents Release and QUIT-CLAIM unto the said second party and to its successors and assigns, Forever, the easement and right of way for highway purposes on, over and across that certain piece or parcel of land situate in the Township of Mentor, County of Oscoda and State of Michigan, known and described as follows; to-wit:

The North thirty-three (33) feet of the South one-half (S $\frac{1}{2}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section six (6), and the South thirty-three (33) feet of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section six (6), all in Township twenty-six (26) North, Range three (3) East.

This conveyance is made subject to the following express conditions, reservations and exceptions, to-wit:

1. That the premises hereby conveyed shall be used solely for highway purposes, and in case such use shall cease and terminate, that title hereby conveyed shall revert to said first party, its successors and assigns.
2. First party specifically reserves the right to construct and maintain over and upon the premises hereby conveyed transmission and/or telephone lines, as now or hereafter constructed, for the purpose of transmitting, conducting and distributing electricity, and for communication purposes, and gas lines for the transportation of gas; provided, such use so reserved shall not unreasonably interfere with the use of said premises for highway purposes. First party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon said premises, which may interfere or threaten to interfere with said transmission and telephone line or lines.
3. It is agreed no work shall be done in connection with said highway, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Consumers Power Company as provided by said electric transmission and telephone lines and gas lines.

4. It is agreed that any work done in connection with said highway, either with its original construction or maintenance thereof, which necessitates working underneath or adjacent to grantor's electric or telephone lines or gas lines with machinery, shall be so restricted that no portion of said operating machinery shall be closer to grantor's lines than twelve (12) feet.

5. Said second party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, require its contractor, by appropriate and adequate insurance, to, and so far as legally permitted for itself, protect, indemnify and save said first party, its successors or assigns, harmless from and against all liability, actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees for injuries to, or death of, any persons, or loss or damage to the property of any person or persons whomsoever, including the parties hereto, and their agents, contractors, subcontractors and employees, arising in connection with, or as a direct or indirect result of, the rights and privileges hereby granted.

6. It is further agreed that the benefits hereof shall accrue to and the obligations shall bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said corporation, party of the first part, has caused these presents to be signed in its name by its Vice President and its corporate seal to be hereunto affixed and attested by its _____ Secretary the day and year first above written.

Signed, Sealed and Delivered
in Presence of

CONSUMERS POWER COMPANY

Dolores P. Zink
Dolores P. Zink

By M. W. Arthur
M. W. Arthur
Vice President

Ethel McHugh
Ethel McHugh

A. J. Mayotte
A. J. Mayotte
Secretary

Company Seal

Apv'd. as to Form
W.R.R.

STATE OF MICHIGAN)
County of Jackson) 82

On this 13th day of July A.D. 1949,
before me, a Notary Public in and for said County, personally appeared
M. W. Arthur to me personally known, who, being
by me duly sworn, did say that he is Vice President of Consumers Power
Company, the corporation named in and which executed the within instru-
ment, 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 M. W. Arthur acknowledged said instrument
to be the free act and deed of said corporation.

Ethel McHugh
Ethel McHugh
Notary Public, Jackson County, Mich.
My commission expires Oct. 5, 1951

Notary Seal

INDENTURE, Made this 13th day of July
A.D. 1949, between CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan, with its principal office therein at Jackson, Michigan, as first party, and the BOARD OF COUNTY ROAD COMMISSIONERS of the County of Oscoda, State of Michigan, as second party,

WITNESSETH:

That said first party, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it paid by the said second party, the receipt whereof is hereby confessed and acknowledged, does by these presents Release and QUIT-CLAIM unto the said second party and to its successors and assigns, Forever, the easement and right of way for highway purposes on, over and across that certain piece or parcel of land situate in the Township of Mentor, County of Oscoda and State of Michigan, known and described as follows; to-wit:

The North thirty-three (33) feet of the South one-half ($S\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section six (6), and the South thirty-three (33) feet of the Northeast one-quarter ($NE\frac{1}{4}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section six (6), all in Township twenty-six (26) North, Range three (3) East.

This conveyance is made subject to the following express conditions, reservations and exceptions, to-wit:

1. That the premises hereby conveyed shall be used solely for highway purposes, and in case such use shall cease and terminate, that title hereby conveyed shall revert to said first party, its successors and assigns.

2. First party specifically reserves the right to construct and maintain over and upon the premises hereby conveyed transmission and/or telephone lines, as now or hereafter constructed, for the purpose of transmitting, conducting and distributing electricity, and for communication purposes, and gas lines for the transportation of gas; provided, such use so reserved shall not unreasonably interfere with the use of said premises for highway purposes. First party further reserves the right to trim or remove any trees or other forest products now or hereafter growing upon said premises, which may interfere or threaten to interfere with said transmission and telephone line or lines.

3. It is agreed no work shall be done in connection with said highway, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Consumers Power Company as provided by said electric transmission and telephone lines and gas lines.

4. It is agreed that any work done in connection with said highway, either with its original construction or maintenance thereof, which necessitates working underneath or adjacent to grantor's electric or telephone lines or gas lines with machinery, shall be so restricted that no portion of said operating machinery shall be closer to grantor's lines than twelve (12) feet.

5. Said second party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, require its contractor, by appropriate and adequate insurance, to, and so far as legally permitted for itself, protect, indemnify and save said first party, its successors or assigns, harmless from and against all liability, actions, claims, demands, judgements, losses, expenses of suits or actions and attorney fees for injuries to, or death of, any persons, or loss or damage to the property of any person or persons whomsoever, including the parties hereto, and their agents, contractors, subcontractors and employees, arising in connection with, or as a direct or indirect result of, the rights and privileges hereby granted.

6. It is further agreed that the benefits hereof shall accrue to and the obligations shall bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said corporation, party of the first part, has caused these presents to be signed in its name by its Vice President and its corporate seal to be hereunto affixed and attested by its _____ Secretary the day and year first above written.

Signed, Sealed and Delivered
in Presence of

Dolores P. Zink
Dolores P. Zink

Ethel McHugh
Ethel McHugh

CONSUMERS POWER COMPANY

By M. W. Arthur
M. W. Arthur
Vice President

Attest:

A. J. Mayotte
A. J. Mayotte
Secretary

Company Seal

Apv'd. as to Form
W.R.R.

STATE OF MICHIGAN)
County of Jackson) ss

On this 13th day of July A.D. 1949,
before me, a Notary Public in and for said County, personally appeared
M. W. Arthur to me personally known, who, being
by me duly sworn, did say that he is Vice President of Consumers Power
Company, the corporation named in and which executed the within instru-
ment, 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 M. W. Arthur acknowledged said instrument
to be the free act and deed of said corporation.

Ethel McHugh

Notary Public, Jackson County, Mich.

My commission expires Oct. 5, 1951

Notary Seal