

238.7-D103-1

Recorded June 26, 1958
at 11 O'clock AM Lib. Page

Paul H. Jank Reg. of Deeds

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STATE OF MICHIGAN

In the Probate Court for the County of Presque Isle

In the Matter of the Petition of Consumers
Power Company, a corporation, for the Con-
demnation of Certain Interests in Lands in
Presque Isle County, Michigan for the Pur-
pose of Transmitting, Distributing, Selling
and Supplying Electric Energy for Public Use

No. 3287

ORDER CONFIRMING REPORT OF COMMISSIONERS

At a session of said Court held in the Probate Office in the City
of Rogers City in said County on the 26th day of June,
1958.

Present: Honorable Joseph P. Buza, Judge of Probate

This matter came on to be heard on the motion of the petitioner to
confirm the report of the commissioners, Edward M. Schultz, Arthur A. Nagel and
E. L. Porter, appointed by this Court to determine the necessity of acquiring
and using the easements and interests in the parcels of land described in said
petition for the purposes named therein, and to ascertain and determine the just
compensation to be paid therefor by petitioner to the owners thereof or persons
otherwise interested in said premises, which report of commissioners dated
June 10, 1958 is on file herein, and

It appearing to the Court that notice of the time and place of hearing
on said Motion to Confirm Report of Commissioners was duly given to each of
the owners of the parcels described in said petition, as shown by proof of
service of Order Setting Date for Hearing on Motion to Confirm Report of Com-
missioners, on file herein, and

It appearing that said commissioners have met together as provided
for by order of this Court and that said commissioners have in every respect
proceeded in accordance with the order heretofore made by this Court and the
laws of this state in such case made and provided and have honestly and
impartially executed the trust imposed on them, and no valid objections or
exceptions having been made to said report or to any of the matters therein

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or herein, and

The Court being fully advised in the premises, on motion of William F. Knapp, attorney for petitioner,

It is Ordered, Adjudged and Decreed, that said report of commissioners and all proceedings and acts of said commissioners as shown by their said report be and the same are hereby approved and in all respects confirmed.

It further appearing that petitioner has on this day deposited in the Probate Court the amounts found by said report of commissioners as just compensation and damages to be paid by petitioner to the owners of the various parcels of land described in said petition, for the taking, acquiring and using of the easements and interests in land hereinafter described,

It is Ordered, Adjudged and Decreed that the title and right to possession and use of the easements and interests in land hereinafter described are hereby vested in petitioner.

The interests in the parcels of land hereinafter described acquired by petitioner are as follows:

The 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 the parcels of land hereinafter described, including all public highways upon or adjacent to said parcels of land; the route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described with reference to each described parcel.

With full right and authority to Consumers Power Company, 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, patrolling, improving, enlarging and maintaining such cables, conduits and poles and other supports with all necessary braces, guys, anchors, manholes and transformers and stringing thereon and supporting 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 all trees and brush on a strip of land ninety (90) feet in width, being forty-five (45) feet on each side of (and measured at right angles to) the center line of said electric transmission line, also the right to remove all trees greater than forty-five (45) feet in height standing or growing on a strip of land one hundred forty (140) feet in width, being seventy (70) feet on each side of (and measured at right angles to) the center line of said transmission line. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of Consumers Power Company. It is expressly understood that nonuse or a limited use of this

easement by Consumers Power Company shall not prevent Consumers Power Company from later making use of the easement to the full extent herein authorized. Consumers Power Company, its successors and assigns, shall pay all damage to crops and trees in erecting and maintaining said lines of poles and wires, which damage shall be paid to the owner, or persons entitled to damages, at the time of such erection or maintenance.

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PARCEL ONE

Description

The South one-half ($S\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section seven (7), Township thirty-four (34) North, Range six (6) East, Pulawski Township, Presque Isle County, Michigan.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Beginning on the East line of said Section 7 at a point 160 feet Northerly (measured at right angles) from the center line of Highway US-23, running thence Northwesterly 2,404 feet to a point 315 feet East (measured at right angles) from the North and South quarter line of said section and 150 feet Northerly (measured at right angles) from the center line of said highway, thence Northwesterly to a point on said North and South quarter line 173.5 feet South of the South eighth line of said section.

Owned by: Anthony Reisner and
Ruth Reisner, his wife
R.F.D.
Hawks, Michigan

PARCEL TWO

Description

The Northwest one-quarter ($NW\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of Section seven (7), Township thirty-four (34) North, Range six (6) East, Pulawski Township, Presque Isle County, Michigan.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Beginning on the South eighth line of said Section 7 at a point 207.5 feet West of the North and South quarter line of said section, running thence Northwesterly 2,251 feet to a point 330 feet Northerly (measured at right angles) from the center line of Highway US-23, thence Northwesterly 1,097 feet to the West line of said section at a point 514 feet North (measured along said section line) from the center line of said highway. Also the right to construct and maintain a patrol road not to exceed 20 feet in width lying adjacent to said electric transmission line where necessary to the construction, patrolling and maintenance of said line.

Owned by: Paulina Schaudt
Rogers City, Michigan

Parties in Possession as Contract Buyers: Elvin Schaudt and
Ella Schaudt, his wife
R.F.D.
Rogers City, Michigan

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PARCEL THREE

Description

238-6-D103-3

The Northeast one-quarter ($NE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) and the Southwest one-quarter ($SW\frac{1}{4}$) of the Northwest one-quarter ($NW\frac{1}{4}$) of Section seven (7), Township thirty-four (34) North, Range six (6) East, Pulawski Township, Presque Isle County, Michigan.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Beginning on the South eighth line of said Section 7 at a point 207.5 feet West of the North and South quarter line of said section, running thence Northwesterly 2,251 feet to a point 330 feet Northerly (measured at right angles) from the center line of Highway US-23, thence Northwesterly 1,097 feet to the West line of said section at a point 514 feet North (measured along said section line) from the center line of said highway. Also the right to construct and maintain a patrol road not to exceed 20 feet in width lying adjacent to said electric transmission line where necessary to the construction, patrolling and maintenance of said line.

Owned by: Paulina Schaudt
Rogers City, Michigan

Parties in Possession as Contract Buyers: Elvin Schaudt and
Ella Schaudt, his wife
R.F.D.
Rogers City, Michigan

PARCEL FOUR

Description

238.1-D103-1

The South one-half ($S\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) and the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of Section thirteen (13), Township thirty-four (34) North, Range six (6) East, Pulawski Township, Presque Isle County, Michigan.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Beginning on the East line of said land at a point 332 feet North (measured at right angles) from the center line of Highway US-23, running thence West to the West line of said land at a point 335 feet North (measured at right angles) from the center line of said highway. Also the right to construct and maintain a patrol road not to exceed 20 feet in width lying adjacent to said electric transmission line where necessary to the construction, patrolling and maintenance of said line.

Owned by: August Eble and Bertha
Marie Eble, his wife
3552 West 61st Street
Cleveland 2, Ohio

PARCEL FIVEDescription

238.2-D103-1

The West one-half ($W\frac{1}{2}$) of the Northwest one-quarter ($NW\frac{1}{4}$) of Section sixteen (16), Township thirty-four (34) North, Range six (6) East, Pulawski Township, Presque Isle County, Michigan.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Beginning on the East line of said land at a point 330 feet Northerly (measured at right angles) from the center line of US-23, running thence Westerly parallel with the center line of said highway and 330 feet distant therefrom to the West line of said land. Also the right to construct and maintain a patrol road not to exceed 20 feet in width lying adjacent to said electric transmission line where necessary to the construction, patrolling and maintenance of said line.

Owned by: Leon S. Liske and
Helen Liske, his wife
15618 Lexington Road
Detroit, Michigan

PARCEL SIXDescription

238.3-D103-1

The South one-half ($S\frac{1}{2}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of Section one (1), Township thirty-four (34) North, Range five (5) East, excepting therefrom a parcel of land twelve (12) rods North and South by fifty-three and one-third ($53\frac{1}{3}$) rods East and West out of the Southwest corner thereof, Belknap Township, Presque Isle County, Michigan.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Beginning on the South line of said Section 1 at a point 1091.5 feet West (measured along said section line) from the center line of Highway US-23, running thence Northwesterly to the West line of said section at a point 15.4 feet South of the South eighth line of said section.

Owned by: John Lamb and
Herbert H. Lamb
R.F.D.
Rogers City
Michigan

PARCEL SEVENDescription

238.4-D103-1

The Northwest one-quarter ($NW\frac{1}{4}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section two (2), Township thirty-four (34) North, Range five (5) East, Belknap Township, Presque Isle County, Michigan.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Beginning on the East eighth line of said Section 2 at a point

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572.45 feet South from the East and West quarter line of said section, running thence Northwesterly to said East and West quarter line at a point 392.9 feet East of the North and South quarter line of said section.

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Owned by: John Erke
R.F.D.
Rogers City, Michigan

PARCEL EIGHT

Description

238.5-D103-1

✓ The Northwest one-quarter ($NW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) and the Northeast one-quarter ($NE\frac{1}{4}$) of the Northwest one-quarter ($NW\frac{1}{4}$) of Section twelve (12), Township thirty-four (34) North, Range five (5) East, Belknap Township, Presque Isle County, Michigan.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Beginning on the North line of said Section 12 at a point 1091.5 feet West (measured along said section line) from the center line of Highway US-23, running thence Southeasterly 285 feet to a point 147 feet South (measured at right angles) from the North line of said section, thence on a deflection of $12^{\circ} 11'$ to the left from the line last above described 1,264 feet to the Southerly line of Highway US-23.

Owned by: Sarah M. Prell
R.F.D.
Rogers City, Michigan

Howard Viegelaahn and
Kathleen Viegelaahn, his wife
R.F.D.
Rogers City, Michigan

PARCEL NINE

Description

238.7-D103-1

✓ The East one-half ($E\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section two (2), Township thirty-four (34) North, Range five (5) East, Belknap Township, Presque Isle County, Michigan.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Beginning on the East line of said Section 2 at a point 15.4 feet South from the South eighth line of Section 1, Township 34 North, Range 5 East, running thence Northwesterly to a point on the East eighth line of said Section 2 at a point 572.45 feet South from the East and West quarter line of said Section 2.

Owned by: Louis F. Hilla and
Veronica Hilla, his wife
R.F.D.
Rogers City, Michigan

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It is further Ordered, Adjudged and Decreed that the above-described easement rights shall be subject to the limitations agreed upon the record by the parties, which limitations as set forth in the Report of Commissioners and hereby adopted and confirmed are as follows:

"4. It was stipulated and agreed by petitioner that its electric transmission line facilities across the parcels hereinafter described would be constructed and thereafter maintained with wood poles and appurtenances, and that steel or metal structures and structures of a different type would not thereafter be substituted for such wood poles, without the landowners' written consent.

"5. By stipulation on the record it has been agreed with respect to Parcels Two and Three owned by Paulina Schaudt and Elvin Schaudt and Ella Schaudt, his wife, that if the transmission line as constructed shall interfere with the future removal of gravel from said land, petitioner will, at its expense, raise, or otherwise adjust said transmission line on the same center line as constructed, in order to accommodate said gravel removal operations.

"6. It has also been agreed by stipulation on the record with respect to Parcel Six owned by John Lamb and Herbert H. Lamb, that if it shall be necessary, in the construction of said transmission line, to remove certain fruit trees located on said land, said trees shall be paid for specially at the fair market value of said trees.

"7. It was further stipulated on the record with respect to Parcel Eight owned by Sarah M. Prell and Howard Viegelahn and Kathleen Viegelahn, his wife, that a certain outgrowth of trees located in the Northeast corner of the Northeast one-quarter of the Northwest one-quarter of Section 12, Township 34 North, Range 5 East, has been maintained at that location in order to remedy an erosion problem on said land, and petitioner has stipulated and agreed that upon the removal of said trees it will plant on said area such grasses, bushes or small trees as may be required to prevent further erosion of said land."

It is further Ordered, Adjudged and Decreed that in conformance with the Report of Commissioners, the compensation to be paid by petitioner to Paulina Schaudt and Elvin Schaudt and Ella Schaudt, his wife, on account of their ownership of Parcels Two and Three, as described above; to August Eble and Bertha Marie Eble, his wife, on account of their ownership of Parcel Four as described above; to Leon S. Liske and Helen Liske, his wife, on account of their ownership of Parcel Five, as described above; to Sarah M. Prell and Howard Viegelahn and Kathleen Viegelahn, his wife, on account of their ownership of Parcel Eight, as described above; and to Louis F. Hilla and Veronica Hilla, his wife, on account of their ownership of Parcel Nine, as described above, shall include full payment for all damages resulting from the cutting of trees on said parcels.

238.6-D103-3

238.3-D103-1

238.5-D103-1

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It is further Ordered, Adjudged and Decreed that petitioner shall cause a certified copy of this order to be recorded in the office of the Register of Deeds for Presque Isle County, Michigan, the recording thereof to be indexed under the names of Anthony Reisner and Ruth Reisner, his wife, as grantors of the interests in the parcel described above as Parcel One; under the names of Paulina Schaudt and Elvin Schaudt and Ella Schaudt, his wife, as grantors of the interests in the parcels described above as Parcels Two and Three; under the names of August Eble and Bertha Marie Eble, his wife, as grantors of the interests in the parcel described above as Parcel Four; under the names of Leon S. Liske and Helen Liske, his wife, as grantors of the interests in the parcel described above as Parcel Five; under the names of John Lamb and Herbert H. Lamb as grantors of the interests in the parcel described above as Parcel Six; under the name of John Erke as grantor of the interests in the parcel described above as Parcel Seven; under the names of Sarah M. Prell and Howard Viegelaht and Kathleen Viegelaht, his wife, as grantors of the interests in the parcel described above as Parcel Eight; and under the names of Louis F. Hilla and Veronica Hilla, his wife, as grantors of the interests in the parcel described above as Parcel Nine; and that such recording be further indexed under the name of Consumers Power Company, 212 West Michigan Avenue, Jackson, Michigan, as grantee of the interests in all of said parcels of land, as notice that title to the interests in said parcels of land has vested in petitioner, Consumers Power Company.

Joseph O. Buzza

Judge of Probate
Presque Isle County, Michigan

TITLE DATA

CONSUMERS POWER COMPANY 16

265-D103-1
265-D103-5
265-D103-1

Solvay Process Division Allied Chemical Corporation
NAME OF GRANTOR
Agreement 18-12-58 UNRECORDED 716803
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000
11,540,104

TRACT 19
MAP 19

Parcel No. 59

THIS AGREEMENT, made this 12th day of August 1958 between SOLVAY PROCESS DIVISION, ALLIED CHEMICAL CORPORATION, a New York corporation authorized to do business in Michigan and having its principal Michigan office in the city of Detroit, hereinafter referred to as "Solvay" and CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan and having an office in Jackson, Michigan, hereinafter referred to as "Power Company";

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained, the parties hereto do hereby covenant and agree together as follows:

1. PERMISSION GRANTED TO POWER COMPANY

Subject to the terms and conditions hereinafter set forth, Solvay hereby grants to Power Company the right, privilege and authority to erect, lay and maintain lines consisting of poles, pole structures, wires, cables, conduits and other fixtures and appurtenances (hereinafter referred to as "facilities"), for the purposes of transmitting and distributing electricity and/or conducting a communication business on, under and across a strip of land situate on the following described parcels of land owned by Solvay in the township of Rogers, county of Presque Isle and state of Michigan to wit:

The East one-half (E $\frac{1}{2}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of Section twenty-seven (27); the Northwest one-quarter (NW $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of Section twenty-six (26); the South one-half (S $\frac{1}{2}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section twenty-three (23);

TRACTS 265-D103 and 268-D103 REMAIN ON PERMANENT LAND RECORD MAPS AND IN TRACT BOOKS ONLY TO COVER LAND AND LINE IN THE NW $\frac{1}{4}$ OF SECTION 23. A NEW ESMT, TRACT 265-D103 WILL COVER THE LINE AS PRESENTLY EXISTS AND THE RELOCATED PORTION.

MAPPED AND CHECKED

MICHIGAN		Presque Isle	Rogers
STATE		COUNTY	TOWNSHIP
MUNICIPALITY		123,27,26	T 35 N R 5 E
		SECTION	TOWN RANGE
PLAT OR AREA			
BALANCE	\$	1,651.06	
TRANSFERS			
AMOUNT	\$	1,651.06	
ITEMS OF COST		Original Cost (See Vol. IR4, Exhibit 103a-1 Working Papers)	
JOURNAL ENTRY	581		
DATE	Dec 1958		

GENERAL PRINCIPLES OF INDEXING

On file in SERIALS _____

On file in _____

On file in _____

INDEXES FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract _____
- 2. Citations of Title _____
- 3. Text Search _____
- 4. Microfilm _____
- 5. Text Volumes Yes _____
- 6. Other _____

10/2/77

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the North one-half ($N\frac{1}{2}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of Section twenty-three (23); and the South one-half ($S\frac{1}{2}$) of the Northwest one-quarter ($NW\frac{1}{4}$) of Section twenty-three (23) (also known as Lots 3 and 4 of Section twenty-three), being all in Township thirty-five (35) North, Range five (5) East,

Said strip of land being ninety (90) feet in width as measured forty-five (45) feet at right angles from the following described center line (or of such lesser width as Solvay may actually own or may be on land owned by Solvay within forty-five (45) feet measured at right angles from said center line projected beyond the boundaries of said land) to wit:

Commencing at a point and place of beginning located in the southerly boundary line of Solvay's land on the East and West quarter line of Section 27, Township 35 North, Range 5 East, 600 feet, more or less, west of the East line of said Section; thence running in a northerly direction 33 feet, more or less, to a point located 600 feet, more or less, west of the East line of said Section 27; thence running in a northeasterly direction 3130 feet, more or less, to a point located 220 feet, more or less, north of the South line of Section 23 of said Township and 720 feet, more or less, east of the West line of said Section 23; thence running in a northerly direction 2857 feet, more or less, to a point located 300 feet, more or less, southerly of the center line of the Detroit and Mackinac Railway right-of-way and 720 feet, more or less, east of the West line of said Section 23; thence running in a southeasterly direction 1605 feet, more or less, to a point located 308 feet, more or less, southwesterly of the center line of said railway right-of-way; thence running in a southeasterly direction 482 feet, more or less, to a point located 13 feet, more or less, west of the North and South quarter line of Section 23 and 340 feet South of the East and West quarter line of said Section; thence running in a southeasterly direction 15 feet, more or less, to a point and place of ending located in the easterly boundary line of Solvay's land 348 feet, more or less, south of the East and West quarter line of said Section 23; a total distance of 8122 feet, more or less, all as such center line is more particularly shown marked in green on Allied Chemical Corporation drawing M.P. 3853 attached hereto and made a part hereof.

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2. CONDITIONS OF THE GRANT

It is a condition of the grant to Power Company of said rights, privileges and authority and Power Company hereby covenants with Solvay that:

(a) Period of Grant: Said right, privilege and authority shall continue in effect except as hereinafter provided from the date hereof until terminated by abandonment or removal of said facilities by Power Company or failure to use same for a period of twelve (12) consecutive months.

(b) Installation of Facilities. Said facilities shall be erected, laid, operated, maintained, repaired, altered, replaced, relocated and/or removed with due care in accordance with good and accepted engineering practice at Power Company's sole expense.

(c) Rights Reserved by Solvay. The right is expressly reserved by Solvay to make every use of said lands which in its sole discretion shall be found necessary to its present and future operations and business and the present and future operations of its tenants, permittees and licensees, except that Solvay may not erect buildings or other structures under wires or cables installed by Power Company hereunder without the prior written consent of the Power Company. In the exercise of its right, privilege and authority hereunder, Power Company shall not in any way, damage or interfere with any pipe lines, power lines, sewers, railroad tracks, roadways or other installations of Solvay, its tenants, permittees or licensees now or hereafter on, over or under Solvay's said lands or lands hereafter owned by Solvay adjacent thereto, and shall not in any way interfere with



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the present or future operations and business of Solvay, its tenants, permittees and licensees.

In the event that said facilities or any part thereof shall at any time, in Solvay's sole opinion and discretion, interfere with its present or future operations and business, particularly with the quarrying or removal of limestone from Solvay's property, or the present or future operations of its tenants, permittees and licensees, Power Company shall at its own expense promptly and in any event, within ninety (90) days after receipt of written notice from Solvay so to do, remove said facilities and relocate same in accordance with Solvay's direction to a new location on Solvay's lands and the parties hereto shall enter into an amendatory agreement reflecting the relocation of Power Company facilities on terms and conditions otherwise the same as, or substantially similar to those contained herein, but without payment of further monetary consideration by Power Company.

In any event, Solvay shall have the right to cancel and terminate this agreement and all right, privilege and authority granted hereunder upon one year's prior written notice to Power Company and Power Company, on or prior to date of cancellation and termination of this agreement, shall remove, at its sole expense, all facilities installed or constructed on Solvay's lands hereunder. Should Power Company fail to relocate or remove its facilities as provided herein, Solvay shall have the right to relocate Power Company's facilities to such new location on Solvay's lands at Power Company's expense and for Power Company's account as Solvay may, in its sole discretion determine, or in the event Power

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Company fails to remove its facilities upon cancellation and termination of this agreement as herein provided, Solvay may remove such facilities at Power Company's expense and for Power Company's account.

(d) Prior Rights. Said right, privilege and authority granted to Power Company shall be subject to all other easements, licenses and/or all other liens and encumbrances, if any, now affecting said lands including the rights of the public to use for traffic purposes any public highway upon or across which the course of said facilities upon or across Solvay's lands may traverse, and also the rights of tenants, permittees or licensees, presently for the time being in possession of any part of said lands. Power Company before entering upon any part of said lands occupied by tenants, permittees or licensees of Solvay shall first secure the written consent of each such tenant, permittee or licensee to make such entry and before entering upon any part of said lands used by the public for highway purposes shall first secure the written consent of the appropriate public authority to make such entry.

(e) Taxes. Power Company shall pay any and all taxes or assessments of whatsoever kind or character which may be levied upon or assessed against such facilities and/or any increase in taxes levied or assessed against Solvay on account of the exercise by Power Company of said right, privilege and authority.

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(f) Liability. Power Company shall exonerate, indemnify and hold harmless Solvay from and against any and all claims, damage, loss, liability, cost or expense on account of or arising from any injury to or death of any person (including, but without limiting the generality of the foregoing, any agent, servant, employee, licensee or permittee of Solvay or the Power Company) or damage to or loss of property (including, but without limiting the generality of the foregoing, the property of any agent, servant, employee, licensee or permittee of Solvay or the Power Company) caused by, resulting from or arising in connection with operations of the Power Company hereunder and the exercise by Power Company in whole or in part, of the right, privilege and authority granted hereunder.

(g) Removal of Facilities. Upon termination of said right, privilege and authority granted to Power Company to have any of its facilities on Solvay's lands, Power Company may and if requested by Solvay in writing, shall, at its own expense, remove said facilities within one year after receipt of said request from Solvay, and following any removal of said facilities from said land, Power Company shall restore said land to the same or as good condition as it was in prior to the exercise by Power Company of the right, privilege and authority granted herein. Upon failure of Power Company to effect such removal and restoration, Solvay may effect or cause to be effected such removal and restoration at Power Company's expense without in any manner being liable to Power Company on account thereof and Power Company shall reimburse Solvay upon demand for the cost of such removal and restoration.

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(h) Payment. Power Company shall pay to Solvay upon execution of this agreement, at the latter's office in the city of Detroit, Michigan, the sum of one thousand two hundred dollars (\$1,200) for the right, privilege and authority herein granted to it.

(i) Clearing. Power Company shall have the right to trim, remove, destroy or otherwise control all trees and brush on the strip of land described in Paragraph 1 above and, additionally, Power Company shall have the right to remove all trees greater than forty-five (45) feet in height standing or growing on such land of Solvay adjoining said strip for a distance of twenty-five (25) feet as measured at right angles from the boundaries of said strip.

(j) Access. Power Company, its successors, assigns, agents, servants and employees shall have the right of ingress to and egress from Solvay's said lands over such avenues of access as Solvay may, from time to time approve for the purpose of exercising its right, privilege and authority hereunder.

3. ASSIGNMENT

This agreement shall be binding upon and/or inure to the benefit of the parties hereto and their successors and assigns, excepting that the right, privilege and authority granted to Power Company shall not be assigned by it without the prior written consent of Solvay, its successors or assigns, but merger or consolidation of Power Company with one or more corporations of a like nature as Power Company shall not be deemed an assignment of the right, privilege and authority hereby granted.

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4. NOTICES

It shall be sufficient service of any notice given by Solvay to Power Company if same be mailed to Power Company addressed to Consumers Power Company, 212 West Michigan Avenue, Jackson, Michigan or to such other address as Power Company shall direct by written notice given to Solvay prior to the mailing of aforesaid notice by Solvay.

It shall be sufficient service of any notice given by Power Company to Solvay if same be mailed to Solvay addressed to Solvay Process Division, Allied Chemical Corporation, P.O. Box 417, Detroit 32, Michigan, or to such other address as Solvay shall direct by written notice given to Power Company prior to the mailing of the aforesaid notice by Power Company.

IN WITNESS WHEREOF, this instrument has been executed by said parties in duplicate on the day and year first above written.

SOLVAY PROCESS DIVISION
ALLIED CHEMICAL CORPORATION

By [Signature]
Manager,
Detroit Plant

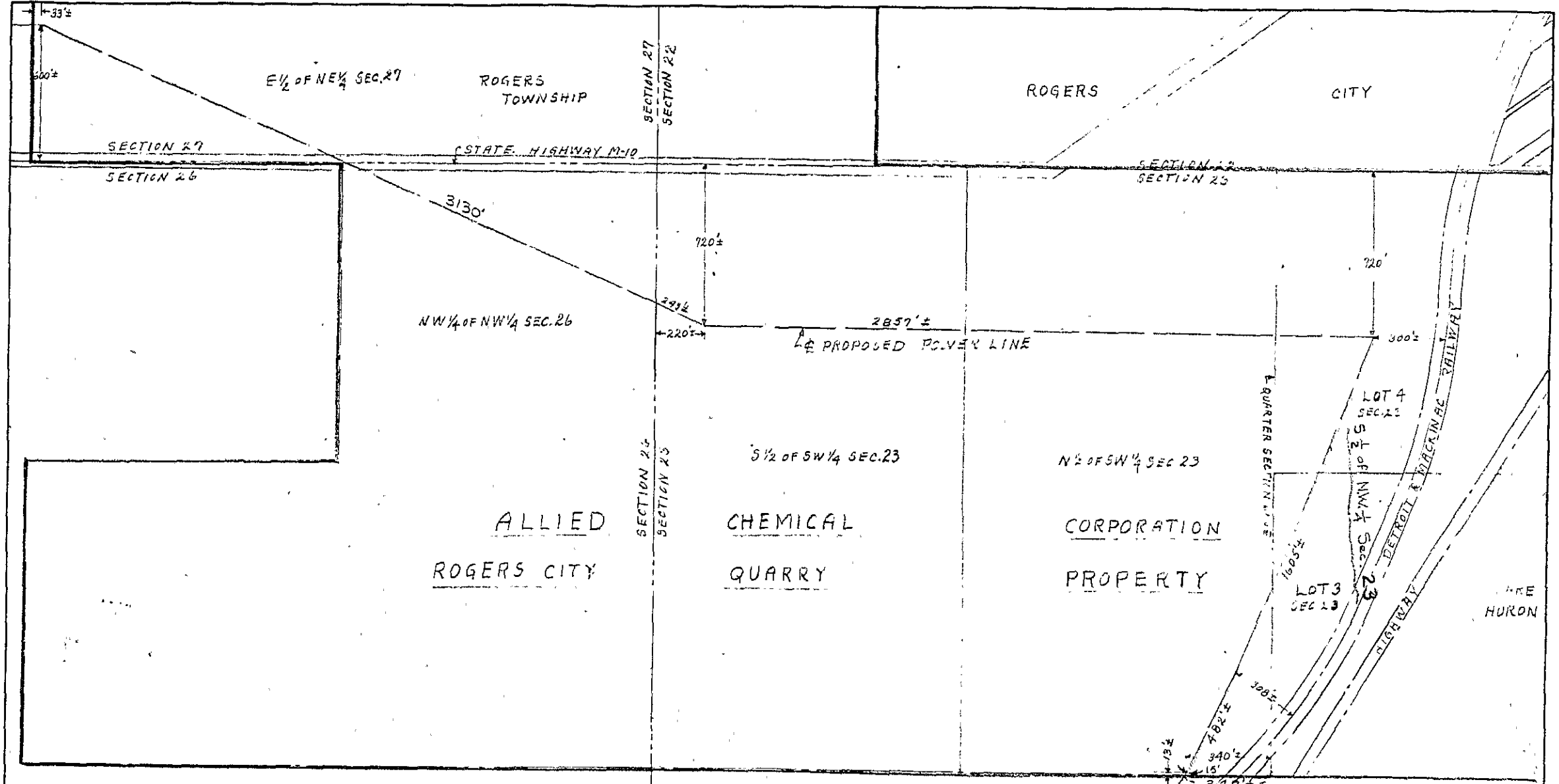
APVD AS TO FORM

CONSUMERS POWER COMPANY

[Signature]

By [Signature]
Vice President

51



ALLIED
ROGERS CITY

CHEMICAL
QUARRY

CORPORATION
PROPERTY

MICHIGAN LIMESTONE AND CHEMICAL CO.



- LEGEND:-
- R/W TO CONSUMERS POWER COMPANY
 - - - SECTION LINES
 - ALLIED CHEMICAL CORP. PROPERTY OUTLINE

ALLIED CHEMICAL CORPORATION
 REAL ESTATE
 RIGHT OF WAY TO
 CONSUMERS POWER COMPANY
 PRESQUE ISLE COUNTY, MICHIGAN

SCALE 1" = 400'

M.P. 3853

FLM 7-22-58