

TITLE DATA

CONSUMERS POWER COMPANY 16

268-D103-4
268-D103-6
268-D103-5

TRACT _____

MAP _____

Solvay Process Division, Allied Chemical Corporation

NAME OF GRANTOR Agreement 6-16-60 Unrecorded
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE 716803

ACCOUNT NO. 4.540104

13
13A
13B

027

Parcel 10. 107

THIS AGREEMENT, made this 16 day of June 1960
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); 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,

TRACTS 265-D103 and 268-D103 REMAIN ON PERMANENT LAND RECORD MAPS AND IN TRACT BOOK ONLY TO COVER LAND AND LINE IN THE NW $\frac{1}{4}$ OF SECTION 23. A NEW ESMI, TRACT 265.1-D103 WILL COVER THE LINE AS PRESENTLY EXISTS AND THE RELOCATED PORTION.

MAPPED AND CHECKED

MICHIGAN		Presque Isle	Rogers
STATE		COUNTY	TOWNSHIP
MUNICIPALITY		123, 26, 27	T 35 N R 5 E
		SECTION	TOWN RANGE
PLAT OR AREA			
BALANCE	\$ 1,460.74		
TRANSFERS			
AMOUNT	\$ 1,460.74		
ITEMS OF COST	Original Cost (See Vol. LR4, Exhibit 103a-3, Working Papers)		
JOURNAL ENTRY	581		
DATE	Dec 1960		

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16304 Sheet 7 of 7 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

ACCOUNT NO. _____

MAP _____

-2-

Said strip of land being ninety (90) feet in width as measured forty-five (45) feet at right angles from a center line which is parallel with and sixty (60) feet distant Westerly and Northerly 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.

It being the intent hereof to describe a center line for a proposed pole line to be located parallel with and approximately 60 feet distant Westerly and Northerly of an existing pole line as now located and constructed on said land under the rights heretofore granted by "Solvay" under date of August 12, 1958. Said proposed pole line being more particularly shown marked in green on Allied Chemical Corporation drawing M.P. 3853 attached hereto and made a part hereof.

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

-3-

continue to 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 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

ACCOUNT NO. _____

MAP _____

- 4 -

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 Company fails to remove its facilities upon cancellation and termination of this agreement as herein provide, 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

- 5 -

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.

(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

ACCOUNT NO. _____

MAP _____

198 1/2

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.

(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.

21/1/60

(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

198 1/2

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.

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 W. J. Bobek
 Manager W. J. Bobek
 Detroit Plant

CONSUMERS POWER COMPANY

APPROVED AS TO FORM AND CONTENT
 C. E. M.

By W. C. Schmidt
 W. C. Schmidt Vice President

