

PRESENTATION, LAW DESCRIPTION  
AND ABSTRACT CORRECT  
3-12-36

THIS INDENTURE, Made this 3rd day of June in the year of Our Lord One Thousand Nine Hundred and Thirty-five (A.D. 1935), between the GUMMER-DIGGINS COMPANY, a corporation organized and existing under the laws of the State of Michigan, having an office and principal place of business at Cadillac, Michigan, party of the first part, and UNITED STATES OF AMERICA, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Eleven Thousand Seven Hundred and Fifty-seven Dollars and Thirty Cents (\$11,757.30) to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part and its assigns, FOREVER, all those certain pieces or parcels of land, situate and being in County of Wexford and State of Michigan, and described as follows, to-wit:

IN TOWNSHIP TWENTY-TWO (22) NORTH, RANGE TEN (10) WEST,

IN SECTION TWO (2):

Southwest quarter of the Northwest quarter (SW NW) —

IN SECTION FIVE (5):

- South half of the Northeast quarter (S $\frac{1}{2}$  NE) —
- Southeast quarter of the Southwest quarter (SE SW) —
- Southeast quarter (SE) —

IN SECTION NINE (9):

- Northeast quarter of the Northeast quarter (NE NE) —
- South half of the Northeast quarter (S $\frac{1}{2}$  NE) —
- South half of the Northwest quarter (S $\frac{1}{2}$  NW) —
- Northwest quarter of the Southwest quarter (NW SW) —
- East half of the Southwest quarter (E $\frac{1}{2}$  SW) —
- West half of the Southeast quarter (W $\frac{1}{2}$  SE) —

IN SECTION TEN (10):

- Southwest quarter of the Northwest quarter (SW NW) —
- North half of the Southwest quarter (N $\frac{1}{2}$  SW) —

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7. IN SECTION SEVENTEEN (17):

✓ South half of the Northwest quarter ( $S\frac{1}{2}$  NW) —

✓ IN TOWNSHIP TWENTY-THREE (23) NORTH, RANGE TEN (10) WEST,

✓ IN SECTION THIRTY-ONE (31):

✓ Northwest quarter (NW) —

✓ IN TOWNSHIP TWENTY-TWO (22) NORTH, RANGE ELEVEN (11) WEST,

✓ IN SECTION ONE (1):

✓ West half ( $W\frac{1}{2}$ ) —

✓ IN TOWNSHIP TWENTY-THREE (23) NORTH, RANGE ELEVEN (11) WEST,

✓ IN SECTION TWENTY-TWO (22):

✓ West half of the Southwest quarter ( $W\frac{1}{2}$  SW) —  
✓ Southeast quarter of the Southwest quarter (SE SW) and that portion of the Southeast quarter of the Southeast quarter (SE SE) lying West of the County Highway. —

✓ IN TOWNSHIP TWENTY-THREE (23) NORTH, RANGE ELEVEN (11) WEST,

✓ IN SECTION TWENTY-FOUR (24):

✓ West half of the Southeast quarter ( $W\frac{1}{2}$  SE) —  
✓ Southeast quarter of the Southeast quarter (SE SE) —

✓ IN SECTION TWENTY-FIVE (25):

✓ The entire section. —

✓ IN SECTION TWENTY-SIX (26):

✓ That portion of the Northwest quarter lying West of the County Highway (NW). —

✓ IN SECTION TWENTY-SEVEN (27):

✓ Entire except Two and Seven Hundredths (2.07) acres described as follows:

Beginning at a point in the Southwest quarter of the Southeast quarter (SW SE) of said section, Thirty-three (33) feet East and Thirty-three (33) feet North, of the South quarter post thereof; thence North at right angles to the South line of said section, Three Hundred (300) feet, thence East parallel with said South line of said section, Three Hundred (300) feet, thence South parallel with said first course, Three Hundred (300) feet, thence West Three Hundred (300) feet, to the place of beginning. —

✓ IN SECTION THIRTY-FIVE (35):

- ✓ South half ( $S\frac{1}{2}$ )
- ✓ Southwest quarter of the Northwest quarter (SW NW)

✓ IN SECTION THIRTY-SIX (36):

- ✓ North half ( $N\frac{1}{2}$ )
- ✓ Southwest quarter (SW)
- West half of the Southeast quarter ( $W\frac{1}{2}$  SE)

The land hereby conveyed is situated West of the Michigan Meridian and contains Three Thousand Nine Hundred Nineteen and Ten Hundredths (3,919.10) acres, be the same more or less.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT, HOWEVER, to the existing easements of the Wexford County roads, as now used and occupied, over and across the Southeast quarter of the Southeast quarter (SE SE) of Section Twenty-two (22), Township Twenty-two (22) North, Range Eleven (11) West, diagonally across the North half of the Northwest quarter ( $N\frac{1}{2}$  NW) of Section Twenty-six (26), Township Twenty-three (23) North, Range Eleven (11) West, diagonally across the East half of the Southwest quarter ( $E\frac{1}{2}$  SW) and the East side of the Southwest quarter of the Northwest quarter (SW NW) and on the South boundary of the South half of the Southwest quarter ( $S\frac{1}{2}$  SW) of Section Twenty-seven (27), Township Twenty-three (23) North, Range Eleven (11) West.

RESERVING, HOWEVER, from the operation of this conveyance and unto said party of the first part, hereto, its successors, and assigns, all coal, oil, gas, salt, salt brine and gold and silver ores in, upon and under the lands herein mentioned and hereby conveyed, together with the right to mine, drill, remove and operate for same until March 25, 2034, and not thereafter, and upon said March 25, 2034, the said coal, oil, gas, salt, salt brine and gold and silver

ores and all rights thereunder shall become the property of the party of the second part hereto, and its assigns, PROVIDED, HOWEVER, that said operations shall be done and carried on in accordance with the following Rules and Regulations prescribed by the Secretary of Agriculture, viz:-

1. Every person claiming the right to prospect for minerals, oil or gas, or the products thereof, or to mine, drill, develop or operate in or upon lands acquired by the United States under the provisions of the Act of March 1, 1911 (36 Stat., 961), with a reservation to the grantor of mineral rights, including oil and gas, must on demand, exhibit to the Forest Officer in charge, satisfactory written evidence of right or authority from, through, or under the said grantor.

2. In prospecting for, and in mining and removing minerals, oil and gas, and in manufacturing the products thereof, only so much of the surface shall be occupied, used or disturbed as is necessary for this purpose.

3. In underground operations all reasonable and usual precautions shall be made for the support of the surface, and to that end tunnels, shafts, or other workings shall be subject to inspection and examination by the Forest Officers, Mining Experts or Inspectors of the United States.

4. Payment at the usual rates charged in the locality for sales of National Forest timber, and timber products of the same kind or species shall be made to the United States for all timber, undergrowth or young growth, cut, destroyed, or damaged in prospecting, mining, drilling or removing minerals, oil and gas, or in manufacturing products therefrom, and in the location and construction of buildings or works of any kind for use in connection therewith. All slash resulting



from cutting or destruction shall be disposed of as directed by the Forest Officer when inflammable in his judgment. No timber, undergrowth, or reproduction shall be unnecessarily cut, destroyed, or damaged.

5. All buildings, camps, equipment, and other structures shall be removed from the Forest within six months after the completion or abandonment of the operation, otherwise such buildings, camps, equipment and other structures shall become the property of the United States.

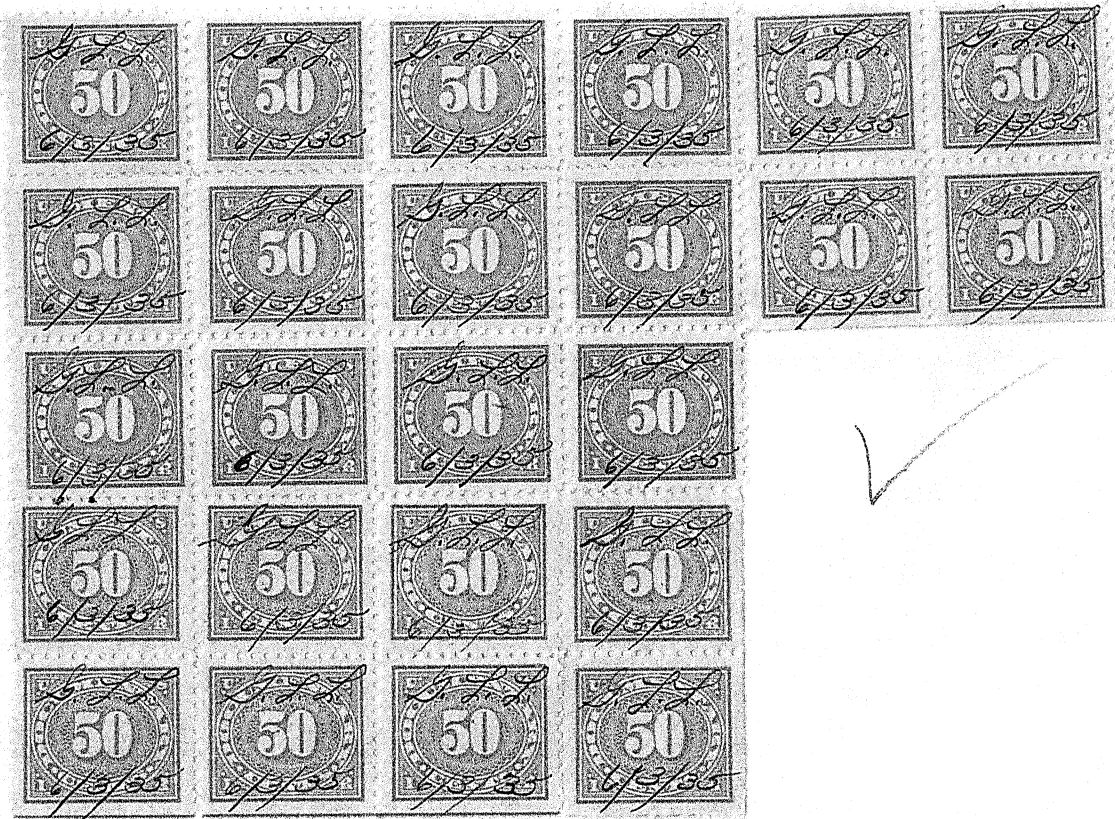
6. All destructible refuse caused by the operations hereunder, which interferes with the administration of the Forest or endangers forest growth shall, within six months after the completion of said operation, be disposed of.

7. While operations are in progress, the operators, contractors, subcontractors, and employees of contractors and subcontractors at work on the National Forest, shall use due diligence in the prevention and suppression of fire, and shall be available for service in the extinguishment and suppression of all fires within the particular locality.

The exercise of the rights reserved by the grantor shall be subject to the provisions of any law, code, regulation, or other expression of public policy then legally effective and applicable, and nothing herein contained shall in any way exempt the holder of such reserved rights from compliance with or conformity to any requirements that otherwise would be applicable.

TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its assigns, FOREVER.

And the said party of the first part, for itself, its successors and assigns, do covenant, grant, bargain, and agree to and with the said party of the second part, and its assigns, that at the time of the ensembling and delivery of these presents, it was well seized of the above granted premises in Fee Simple; that they were free from all encumbrances whatever and that it will, and its successors and assigns, shall forever WARRANT AND DEFEND the same against all lawful claims whatsoever.



IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by W. E. Cummer its President and countersigned by E. T. Olson its Secretary at Cadillac, Michigan, and its corporate seal to be hereunto affixed this 3rd day of June A.D. 1935.

Signed and Sealed

in presence of:

CUMMER-DIGGINS COMPANY ✓

W. H. Grant

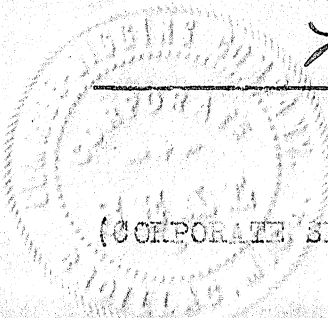
By

W. E. Cummer  
President

M. J. McGovern

COUNTERSIGNED

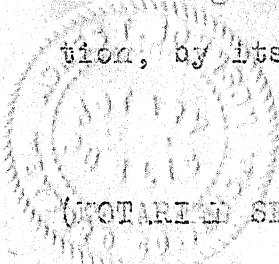
E. T. Olson  
Secretary



(CORPORATE SEAL)

STATE OF MICHIGAN )  
                                  )SS:  
COUNTY OF WEXFORD)

Personally came before me this 3rd day of June A.D. 1935, W. E. Cummer, President, and E. T. Olson, ~~XXX~~ Secretary of the CUMMER-DIGGINS COMPANY, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.



(NOTARY SEAL)

Agnes J. Johnson  
Notary Public in and for

Wexford County, Michigan

My commission expires July 10, 1936



REGISTER'S OFFICE,  
State of North Carolina  
Wextford County.

Received for Record the 3rd day of June 1885 at 2:45 P.M. and Recorded in Liber 119 of Deeds on Page 380

*Osborne J. ...*  
REGISTER  
*By* *Joseph M. Drasco*  
Deputy

