

STATE OF MICHIGAN
DEPARTMENT OF COMMERCE
MSC 83-15-SUPW

GRANT OFFER FOR MICHIGAN SMALL CITIES GRANT NO. MSC 83-15-SUPW

The Director, Michigan Department of Commerce, acting pursuant to Title I of the Housing and Community Development Act of 1974, as amended through Public Law 97-35 (hereinafter, the "Act"), hereby offers to the Township of Adams (hereinafter, the "Grantee"), grant assistance subject to the terms, conditions, and limitations as set forth herein and in the attached Special Terms and Conditions and General Terms and Conditions.

The maximum amount of grant assistance hereby offered is \$25,000.

The term of the grant shall be eleven (11) months from the effective date of the grant, May 1, 1983, including a three (3) month term of work performance from May 1, 1983, to August 30, 1983, plus additional time as per reporting requirements. Funds will be made available for the Grantee's eligible projects in accordance with the attached Special and General Terms and Conditions.

STATE OF MICHIGAN

This Grant Offer does not commit the Michigan Department of Commerce (hereinafter, the "Grantor") to provide additional funds during or beyond this grant.

GRANT AGREEMENT

BETWEEN

Dated this 1st day of July, 1983, THE MICHIGAN DEPARTMENT OF COMMERCE

AND

[Signature]
THE TOWNSHIP OF ADAMS

It is hereby agreed that the Grantee shall use the grant funds in accordance with the terms, conditions, and limitations as set forth herein and in the attached Special and General Terms and Conditions.

Dated this 6th day of July, 1983.

WITNESSED BY: THE TOWNSHIP OF ADAMS

[Signature] [Signature]

[Signature]
Type Name and Title

STATE OF MICHIGAN
DEPARTMENT OF COMMERCE

GRANT OFFER FOR MICHIGAN SMALL CITIES GRANT NO. MSC 83-15-SUPW

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The maximum amount of grant assistance hereby offered is \$25,000.

The term of the grant shall be eleven (11) months from the effective date of the grant, May 1, 1983, including a seven (7) month term of work performance from May 1, 1983, through November 30, 1983, plus additional time to meet reporting and other procedural requirements. Funds will be made available for the Grantee's eligible expenses in accordance with the attached Special and General Terms and Conditions.

This Grant Offer does not commit the Michigan Department of Commerce (hereinafter, the "Grantor") to approve requests for additional funds during or beyond this grant.

Dated this 16 day of May, 1983.

Ralph J. Gerson
for/ Ralph J. Gerson, Director
Michigan Department of Commerce

The foregoing Grant Offer is hereby accepted and it is agreed that the funds made available will be used only as set forth herein and in the attached Special and General Terms and Conditions.

Dated this 6th day of June, 1983.

WITNESSED BY:

THE TOWNSHIP OF ADAMS

Edward W. Charles

Edward W. Charles
Authorized Official

Edward W. Charles, Supervisor
Type Name and Title

STATE OF MICHIGAN
DEPARTMENT OF COMMERCE

SPECIAL TERMS AND CONDITIONS

For Michigan Small Cities Grant Under Title I of the Housing
and Community Development Act of 1974, as amended.

EFFECTIVE DATE:

May 1, 1983

GRANT NO.: MSC 83-15-SUPW

TITLE:

Automated Surface Water Pumping Station
Feasibility Study

GRANTEE/ADDRESS:

Township of Adams
29 Second Street
P. O. Box 331
South Range, Michigan 49963

GRANT ADMINISTRATOR/
ADDRESS:

Carol Hoffman, Director
Office of Community Development
Michigan Department of Commerce
P. O. Box 30004
Lansing, Michigan 48909

I. TOTAL AUTHORIZED BUDGET

A. Sources of funds for the project under this grant agreement
consist of:

State Cash Contributions	\$25,000
Other Cash Contributions	<u>2,500</u>
TOTAL	\$27,500

B. Application of funds to the project supported under this grant agreement consists of:

<u>Activity</u>	<u>State Cash</u>	<u>Other Cash</u>	<u>Total</u>
(1) Prepare proposed plan and review with MDPH	\$ 450	\$ 50	\$ 500
(2) A. Control survey and mapping	1,800	200	2,000
B. Soil borings	5,000	500	5,500
(3) Site layout	900	100	1,000
(4) Test wells	7,300	700	8,000
(5) Verify well size and capacity requirement	1,800	200	2,000
(6) A. Confirm project feasibility	1,800	200	2,000
B. Prepare preliminary plans and outline specifications	2,700	300	3,000
(7) Prepare preliminary construction estimates	1,400	100	1,500
(8) A. Prepare summary report with recommendations	1,400	100	1,500
B. Review with MDPH	450	50	500
TOTAL	\$25,000	\$2,500	\$27,500

II. SCOPE OF WORK

The Scope of Work of the Grantee under this grant will be to undertake and complete the foregoing and following activities, as further detailed in the Township of Adams' grant application dated March 24, 1983, subject to the limitations set forth in this agreement and applicable federal and state laws, rules and regulations:

1. Prior to incurring any costs to be paid by grant funds, to undertake and complete the environmental review procedures and requirements as set forth in 24 CFR Part 58, "Environmental Review Procedures for Title I Community Development Block Grant Programs" issued by the U.S. Department of Housing and Urban Development.

2. To prepare a feasibility study for an automated surface water pumping station.
3. Prior to engaging consultants to provide to the Grant Administrator copies of the solicitation of proposals, a list of respondents to the solicitation, the grantee's evaluation and recommendations for the award of contract, and the proposed contracts.
4. To engage consultants to assist in the conduct of work activities pursuant to OMB Circular A-102, Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments, Attachment 0 - Procurement Standards.
5. To comply with all applicable provisions of the executed "Statement of Assurances" which is attached as Attachment A and incorporated into this grant agreement.
6. To prepare and submit such reports and documents for approval as may be required by the Grant Administrator, including reports identified in the reporting schedule.

III. REPORTING SCHEDULE

Reports and documents shall be submitted to the Grant Administrator at the address shown on page one of these Special Terms and Conditions.

<u>TYPE OF REPORT</u>	<u>DUE DATE</u>
Certification of Adequacy of Grantee's Accounting System	<u>Prior to disbursement of funds</u>
Request for Release of Funds and Certification of Environmental Review Procedures	<u>Prior to disbursement of funds</u>
Consultant Contract Approval Documents (Item No. 3 of Scope of Work)	<u>Prior to disbursement of funds</u>
Financial Reports	<u>September 15, 1983</u>
Program Progress Reports	<u>September 15, 1983</u>
Final Program Report	<u>60 days after completion of term of work performance</u>
Final Audit Report	<u>120 days after completion of term of work performance</u>

STATE OF MICHIGAN
DEPARTMENT OF COMMERCE

GENERAL TERMS AND CONDITIONS
MICHIGAN SMALL CITIES START-UP GRANTS

1. Compliances by the Grantee: The Grantee shall comply with the executed "Statement of Assurances" included in the Grantee's application and which is attached to these General Terms and Conditions as Attachment A.
2. Maintenance of Records: The Grantee shall maintain records which will allow for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation such as time sheets and invoices.
3. Retention of Records: The Grantee shall retain all financial records, supporting documents, statistical records and all other pertinent records for a period of three years. The retention period starts from the date of the Grantee's accepted and approved final audit report.
4. Amendments: The Grantee must obtain prior written approval of the Grant Administrator for:
 - a. changes of substance in the scope of work; and
 - b. changes in the authorized budget for expenditure of state grant funds which exceed \$5,000 or 5 per cent of the state grant amount for a project activity, whichever is greater.
5. Interest and Program Income: To the extent that it can be determined that interest was earned on Grantor funds, such interest shall be remitted to the Grantor agency. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination of the disposition of program income shall be made by the Grant Administrator.
6. Suspension of Grant: When a Grantee has failed to comply with the grant award stipulations, standards, or conditions, the State may, on reasonable notice to the Grantee, suspend the grant and withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with these Terms and Conditions. The State shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension, provided they meet the provisions of OMB Circular A-87.
7. Termination for Cause: The State may terminate this grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

The State shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recoveries by the State shall be in accordance with the legal rights and liabilities of the parties.

8. Termination for Convenience: The State or the Grantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Grantee for the State share of the noncancelable obligations, properly incurred by the Grantee prior to termination.
9. Other Closeout: Other grant closeout procedures set forth in Attachment L to OMB Circular No. A-102 Revised shall also apply to this grant.

STATEMENT OF ASSURANCES

Michigan Small Cities Program

Michigan Department of Commerce

Office of Community Development

The applicant hereby assures and certifies compliance with the statutes, rules, regulations and guidelines associated with the acceptance and use of funds under the Michigan Small Cities Program. Assurances and certifications include the following:

1. Compliance, to the extent practicable, with Financial Management guidelines as generally set forth in U.S. Office of Management and Budget (OMB) Circular No. A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments, and OMB Circular A-87, Cost Principles for State and Local Governments.
2. Compliance with Civil Rights and Equal Opportunity statutes as set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), the Michigan Civil Rights Act 453 of 1976, the Michigan Fair Employment Practices Act (MCL 423.301-423.311), related statutes and implementing rules and regulations.
3. Compliance with Labor Standards statutes as set forth in the Davis-Bacon Fair Labor Standards Act (40 USC 276a-276a-5), related statutes and implementing rules and regulations.
4. Compliance with Environmental and Historic Preservation Standards statutes as set forth in the National Environmental Policy Act of 1969 (Public Law 91-90), the National Historic Preservation Act of 1966 (Public Law 89-665), related statutes and implementing rules and regulations.
5. The chief executive officer or other officer of applicant consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and related provisions and is authorized and consents to accept the jurisdiction of federal courts for the purpose of enforcement of responsibilities as such an official.
6. Compliance with the Lead Based Paint Poisoning Prevention Act (42 USC 4831).
7. Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) and implementing regulations.
8. Compliance with the provision that the approved project shall not have the effect of transferring employment of more than 20 full-time persons from a community of this state to the community in which the project is to be located. This restriction shall not prevent the approval of a project if the governing body of each municipality from which employment is to be transferred consents by resolution to the transfer.
9. Provide authorized state officials and representative with access to all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.

Authorized Local Official

Edward W. Charles
Name & Title
Adams Township Supervisor

Edward W. Charles
Signature

March 24, 1983
Date

Copper Range Historical Society

VAIRO, MECHLIN, TOMASI, JOHNSON & MANCHESTER

ATTORNEYS AT LAW

THEODORE MESSNER (1909-1972)
PAUL W. LABINE (1914-1975)
GERALD G. VAIRO
DAVID R. MECHLIN
PAUL J. TOMASI
FREDERICK N. JOHNSON
JERYL A. MANCHESTER

400 EAST HOUGHTON AVENUE
HOUGHTON, MICHIGAN 49931

AREA CODE 906
PHONE 482-0770

CALUMET OFFICE
MERCHANTS & MINERS BANK BLDG.
200 FIFTH STREET
CALUMET, MICHIGAN 49913
PHONE 337-0312

March 14, 1983

Mr. Edward Charles
29 2nd
✓ South Range, Michigan 49963

Mrs. Agnes Koivunen
South Range Clerk's Office
South Range, Michigan 49963

Mr. Charles Goodman
Wisti & Jaaskelainen
101 Quincy
Hancock, Michigan 49930

Re: Township of Adams--Village of South Range
Water & Sewage Authority

Dear Gentlepersons:

In accordance with Mr. Charles' request I am forwarding to you a copy of the following documents:

1. Proposed Amendment to Articles of Incorporation.
2. Bill of Sale and Conveyance - To Adams Township.
3. Bill of Sale and Conveyance - To Village of South Range.
4. Water Supply--Usage Agreement.
5. Quit-Claim Deed.
6. Lease Assignment.

It is my suggestion that the Authority convey all of their rights in the water system and assets to the Township and Village by execution of the various other documents before the amendment to the Articles is published. If the current Authority does not desire to do so then the Village and Township have no choice but to wait until the new Authority members are appointed and then do it; but I feel it would be preferable to have the conveyances before the Articles are amended.

You will notice that the Copper Range Company's consent is required to the Lease Assignment and I trust that Mr. Charles will take care of that prior to actual signing of the documents of conveyance.

Village of South Range

Page 2

3/14/83

As I understand it there are also alleged delinquencies under the old agreement whereby earlier payments have not been made to Copper Range and are still owed. I would suggest that Mr. Charles resolve those with Copper Range before the transfer takes place.

There is also a question of outstanding amounts owed by the Authority to the Township and by the Township to the Authority. A decision should be made by both the Township Board and the Council as to just how those accounts will be treated and the determination made as to whether the accounts are going to be just forgotten; or is one party going to pay the other, etc.? I would think that some type of financial statement will be necessary before that decision can be made.

I am also wondering whether or not there are any other accounts receivable or payable of any significance. The Authority should provide the Township and the Village with a listing of those so that a determination can be made as to whether they will be paid, collected, etc., and by whom. Will the Township be entitled to collect them after the assignment? Will the Township have to pay off any present accounts payable of the Authority?

Finally, the Authority should advise the Village and Township of whether or not any cash is on hand and the Township and Village should determine how that will be handled. Is it to be transferred to the Township for operating purposes? Or, is it to be split equally between the Village and Township on the date of transfer?

Once everyone has reviewed the above documents I would request that they provide me with their thoughts as to any suggested changes, additions or deletions and we can then finalize them. I trust that the Authority will provide, or Mr. Charles will obtain the additional financial data suggested above. As many of the above decisions will have to be made by the Village Council and Township Board concurrently I will leave it up to those bodies to reach those decisions. If I can be of any assistance I will gladly do so but don't want to inject my thoughts into Township or Village Policy Decisions.

I should also advise all parties that our offices also represent the Copper Range Company. I would thus have a conflict of interest in any matter involving the Village and that Company. As I view this transaction the dealings with Copper Range are or will be by the Authority and/or the Township--both of whom are represented by counsel other than myself. I would request that Mr. Goodman carefully review any documents involving the Copper Range Company as I do not and cannot purport to represent the interests of the Authority or Township with respect to those documents or any others. If the Village Council feels that they would like independent counsel on any matter involving both the Village and Copper Range they should feel free to seek the same.

Sincerely yours,

VAIRO, MECHLIN, TOMASI,
JOHNSON & MANCHESTER

By:

Paul J. Tomasi
Paul J. Tomasi

PJT/jeh
Enclosures

TOWNSHIP OF ADAMS

HOUGHTON COUNTY

South Range, Mich. 49963

March 21, 1983

Resolution

Automated (on surface) Water Pumping Station

WHEREAS, The Adams Twp. water system pumps are located on the 3rd level, No. 4 Shaft in Painesdale, Michigan; and

WHEREAS, pumping water, de-watering the mine to below the 3rd level, keeping the shaft, and 2nd and 3rd levels in repair are very expensive and dangerous; and

WHEREAS, placing the water pumps on surface have been recommended in the preliminary Engr. report, and by the Michigan State Health Dept. to eliminate these excessive cost, and to make for a more dependable and safer water system; and

WHEREAS; the Adams Twp. Board has agreed that the \$25,000 Start-Up Grant funds can be matched by 10% (\$2500) from the Water Dept. General Operating Act. 07-053-2

NOW THEREFORE, it is hereby resolved by the unanimous vote of the Township Board of Adams Township, Houghton County, Michigan as follows:

That Edward W. Charles, Supervisor of Adams Twp., Houghton Co., Mich. is hereby authorized to make an application for Start-Up Grant funds, and is the person authorized by the Twp. Board to sign and be contacted in behalf of the Board on such funding matters.

Edward W. Charles

Edward W. Charles, Supv.

I hereby certify that the foregoing is a true and exact copy of the resolution enacted by the Adams Township Board at a Special meeting of the Township Board held on the 21st day of March, 1983 at the Township Office in Baltic, Michigan.

STATE OF MICHIGAN



JAMES J. BLANCHARD, Governor

DEPARTMENT OF COMMERCE

P.O. BOX 30004, LAW BUILDING, LANSING, MICHIGAN 48909

RALPH J. GERSON, Director

March 30, 1983

Mr. Edward W. Charles, Supervisor
Township of Adams
29 Second Street
P.O. Box 331
South Range, Michigan 49963

Dear Mr. Charles:

Thank you for your submission of the Township of Adams' start-up grant application for funding of the Automated Surface Water Pumping Station project for consideration under the Fiscal Year 1983 Small Cities Program.

Your application materials will be reviewed within the next two weeks. Staff from our Community Assistance Division may contact you directly to detail any further application requirements needed to complete a full review of your proposal.

In the meantime, should you have any questions or wish to provide additional information, please feel free to contact the Community Assistance Division at 517/373-0347.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ronald C. Lada".

Ronald C. Lada, Director
Financial Programs Division
Office of Community Development

RCL:kc

cc: Don Peto
Gaylord Yund

WATER SUPPLY--USAGE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1983, by and between the TOWNSHIP OF ADAMS (Supplier) and the VILLAGE OF SOUTH RANGE (User).

WHEREAS, Supplier is the owner and operator of a water supply system which supplies the VILLAGE OF SOUTH RANGE with potable water for distribution to its residents; and

WHEREAS, the VILLAGE OF SOUTH RANGE is the owner of all lines, pipes, fittings, connections, equipment and easements for the distribution of water within the boundaries of the VILLAGE OF SOUTH RANGE; and

WHEREAS, the parties hereto desire to document their agreement and understanding concerning the supply by Supplier and usage by User of water and water services;

NOW THEREFORE IT IS AGREED:

1. Supplier shall supply to User, at the User's master meter, a supply of potable water adequate and suitable for User's distribution to Village inhabitants and for Village fire protection.
2. Supplier shall be solely responsible for all costs incurred in conjunction with supplying water to the Village's master meter including all capital, operation and maintenance and repair costs of the water system outside the Village boundaries.
3. User shall be solely responsible for and shall assume all maintenance and operation costs of the master meter and the distribution system within the Village boundaries.
4. User shall have sole and exclusive authority to distribute water within the Village boundaries and Supplier shall have no authority or input whatsoever with respect to such distribution or User's maintenance of its distribution system within the Village.
5. No employee of Supplier shall be considered to be in any manner an employee, representative, or agent of User, nor shall any employee of User be considered to be an agent, representative or employee of Supplier. The sole relationship between the parties hereto shall be that of Seller and Purchaser of potable water, the point of delivery being at the inlet to the User's master meter.
6. User agrees to pay Supplier for all water delivered, as metered by User's master meter, at the rate of \$.41 per 1,000 gallons delivered; f.o.b. point of delivery, payable monthly.

7. Supplier shall be authorized to increase the water charge only upon six months advance notice to User, and any increase shall be based solely upon User's proportionate share of the increase in cost of supplying water to User over and above those costs in existence on and immediately prior to the date of this agreement. User's proportionate share shall be calculated by dividing the total gallons delivered to user in the 6 months immediately preceding the notice date of any increase by the total gallons delivered by Supplier to all Users (both wholesale and retail, including Supplier and User) during such 6 months. Only actual costs incurred (determined in compliance with accepted accounting practices for similar non-profit municipal water suppliers and excluding profit) shall be considered. User shall have the right to inspect any and all of Supplier's books and records at any reasonable times so as to confirm or monitor the costs sustained by Supplier. In no event shall the charges per 1,000 gallons to User exceed those charged to any other municipality or User.

8. User shall not be required to utilize Supplier as its exclusive source of water; nor shall Supplier be limited to supplying water to User as its sole customer if adequate capacity exists to service other Users.

9. All water supplied by Supplier shall be approved by and meet the standards of the State of Michigan Department of Health, or such other body as may subsequently acquire jurisdiction over drinking water and shall comply with all regulations adopted and issued by such Department or its successor.

10. Supplier shall supply water to User's master meter in adequate amounts and adequate pressures to meet the normal and reasonable needs of Village inhabitants and at no time shall the water supply be terminated or shut off except for repairs to Supplier's system or facilities which mandate a shut off. In the event of any shut off Supplier shall notify User not less than 48 hours in advance of the time, reason and expected length of shut off unless such advance notification is not possible due to an emergency. In such case User shall be notified before water service is reinstated. In no event shall User's water source or supply be terminated or diminished without a concurrent and commensurate reduction or termination to other users of Suppliers water unless such reduction or termination is due to causes or conditions peculiar to User's

distribution system or the supply to User.

11. This agreement may be terminated by User upon six months advance written notice to Supplier and shall remain in full force and effect for a period of 10 years from the date hereof unless sooner so terminated; and shall continue in force thereafter for subsequent 10 year periods unless sooner so terminated or unless either party provides the other with written notice of intent to not renew not later than January 5, 1993.

Copper Range Historical Society

IN THE PRESENCE OF:

SIGNED AND SEALED:

TOWNSHIP OF ADAMS

By: _____

By: _____

VILLAGE OF SOUTH RANGE

By: _____

By: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by _____ and _____, the _____ and _____ of the Township of Adams on behalf of said Township.

Notary Public
Houghton County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by _____ and _____, the _____ and _____ of the Village of South Range on behalf of said Village.

Notary Public
Houghton County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
COUNTY OF HOUGHTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by _____ and _____ of the Village of South Range on behalf of said Village.

BILL OF SALE AND CONVEYANCE

NOW COMES the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY and hereby conveys, transfers, assigns and quit claims to the TOWNSHIP OF ADAMS all of the following real and personal property:

All water lines, valves, fittings, connections, meters, easements, pumps, wells, pumping facilities, tools, equipment, buildings, rights and real estate as itemized on the attached Exhibit A and acquired by the Authority situate outside of the boundaries of the Village of South Range; specifically excepting and reserving herefrom any and all such facilities, both real or personal, situate within the boundaries of the Village of South Range; together with all accounts receivable, contract rights and other personal property, of every nature (except cash) currently belonging to the Authority and situated outside the Village of South Range.

The VILLAGE OF SOUTH RANGE is hereby granted the right of first refusal, in the event the TOWNSHIP OF ADAMS ever assigns, transfers or conveys any or all of the assets conveyed hereby to any third party, to purchase such assets on the same terms and conditions as such third party. Thirty days written notice of any such impending sale or transfer shall be provided by the Township to the Village. This right of first refusal shall terminate and be of no further force and effect at such time as the VILLAGE OF SOUTH RANGE elects to and ceases purchasing water from the TOWNSHIP OF ADAMS.

By acceptance and execution hereof the TOWNSHIP OF ADAMS accepts and assumes all obligations and responsibilities (whether contractual or imposed by law) of the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY with respect to the provision of water.

This document is executed in connection with a divestiture by the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY to the TOWNSHIP OF ADAMS of all water supply services and both parties hereto agree to execute any and all further documents which may be necessary or convenient to carry out such transfer and assignment of obligations, responsibilities and assets.

Execution of this Bill of Sale was approved by the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY at a duly called meeting on the _____ day of _____, 1983, and by the SOUTH RANGE VILLAGE COUNCIL at a duly called meeting on the _____ day of _____, 1983, and by the BOARD OF TRUSTEES

OF THE TOWNSHIP OF ADAMS at a duly called meeting on the ____ day
of _____, 1983.

IN THE PRESENCE OF:

SIGNED AND SEALED:

TOWNSHIP OF ADAMS--VILLAGE OF SOUTH
RANGE WATER AND SEWAGE AUTHORITY

By: _____

By: _____

Copper Range Historical Society

TOWNSHIP OF ADAMS

By: _____

By: _____

VILLAGE OF SOUTH RANGE

By: _____

By: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

The foregoing instrument was acknowledged before me this
day of _____, 1983, by _____ and
_____, the _____ and
_____ of the Township of Adams--Village of South
Range Water and Sewage Authority.

Notary Public
Houghton County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

The foregoing instrument was acknowledged before me this
day of _____, 1983, by _____ and
_____, the _____ and
_____ of the Township of Adams on behalf of said
Township.

Notary Public
Houghton County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

The foregoing instrument was acknowledged before me this
day of _____, 1983, by _____ and

_____, the _____ and
_____ of the Village of South Range on behalf
of said Village.

Notary Public
Houghton County, Michigan
My Commission Expires:

Underground Water BILL OF SALE

A-1

This **BILL OF SALE**, made this 1st day of September, 1967,

by and between the **COPPER RANGE COMPANY**, a Michigan corporation, with an office at 300 West Memorial Avenue, Houghton, Michigan, of the first part, and the **TOWNSHIP OF ADAMS-VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY**, a Michigan public corporation, with an office at South Range, Michigan, of the second part, **WITNESSETH:**

Copper Range Historical Society

That, whereas, by a certain agreement dated August 31, 1967, between first and second parties hereto, the first party did agree to sell to the second party its waterworks then installed within the towns of Painesdale, Trirountain, Baltic and Atlantic Mine, in Adams Township, all in Houghton County, Michigan, as therein and hereinafter set forth, in consideration of the moneys to be paid in the amount and manner set forth in said agreement.

Now, therefore, in pursuance of said agreement and in consideration of the premises said first party does hereby sell, assign and deliver unto said second party all and singular its rights, and title to the steel water tanks, chlorinating plant, maintenance building, pumps, water pipes, pipelines, connections, meters, fire hydrants, shaft telephone lines, signal lines and other accessories and supplies complete at this time, installed and used in the operation and connection with the waterworks within said above locations, said property being particularly described but not by way of limitation, as follows:

Three (3) underground water reservoirs situate on the 2nd, 3rd and 6th levels of Shaft No. 4 of the Champion Mine in said town of Painesdale.

4) Bill of sale

Underground Pumps:

A 1
1-Deane 7-1/2" x 12" 50 HP (344 GPM) - 6th Level
1-Priscott 12-1/2" x 24" 100 HP (1430 GPM) - 3rd Level
1-Priscott 7" x 24" 100 HP (590 GPM) - 3rd Level
1-3GT2 Cent. I. R. 360 GHH, 125 HP (750 GPM) - 3rd Level

and all pipes, valves and connections between the reservoirs, and from each reservoir to the pumps and from the pumps to the surface water tanks.

Pumps on the 7th level for mine dewatering.

Three (3) enclosed steel water tanks, namely;

100,000 gallon tank (low-pressure) for Houghton-Hancock system, so called.

200,000 gallon tank (high-pressure) for Painesdale system at Painesdale.

100,000 gallon tank (high-pressure) for Painesdale system at Baltic.

The 12' x 12' cement block chlorinating building at Painesdale and all equipment therein, except the equipment therein belonging to the Village of Houghton.

All pipes, valves and connections in low-pressure system from 100,000 gallon tank at Painesdale to Baltic, where it connects with the Houghton-Hancock main line.

All pipes, valves, hydrants and other connections, including house meters now installed, forming that part of the water system serving Painesdale, Trimountain and Baltic.

All pipes, valves, hydrants and other connections, including house meters now installed, forming that part of the system serving Atlantic Mine, beginning at the connection to the Houghton-Hancock water main at Atlantic Mine.

An electric hoist complete with steel cable and shaft car.

A one-story frame constructed building, size 34.3' x 18.4', semiposition roof with cedar shingle siding, known as the "Captain's office" in Painesdale.

The combined shafthouse and rockhouse of the No. 4 shaft of the Champion Mine and the electric hoist and auxiliary equipment now serving the No. 4 shaft are expressly excepted from this bill of sale.

To have and to hold the same unto said second party for its own use and benefit.

A 1

IN WITNESS WHEREOF, the said Copper Range Company has caused this bill of sale to be executed by its proper officers, thereunto duly authorized, and its corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered in Presence of:

COPPER RANGE COMPANY

Jean Arre
Jean Arre

By James Boyd
James Boyd,
President.

Barbara J. Del Prete
Barbara J. Del Prete

Copper Range Historical Society

Barbara J. Del Prete
Barbara J. Del Prete

And J. Roland Ackroyd
J. Roland Ackroyd,
Secretary.

Thomas P. Lawrence
Thomas P. Lawrence

STATE OF NEW YORK)
CITY OF NEW YORK) ss.
COUNTY OF NEW YORK)

J. Roland Ackroyd, being duly sworn, deposes and says that he is the Secretary of the Copper Range Company, the vendor named in the within bill of sale, that he has knowledge of the facts and that the consideration of said instrument was actual and adequate and that the same was given in good faith for the purposes therein set forth, and not for the purpose of security, or for defrauding creditors of the vendor, or subsequent purchasers.

J. Roland Ackroyd
J. Roland Ackroyd.

Subscribed and sworn to before me this 29 day of Sept, 1967.

Harry Mandel

Notary Public in and for the City of New York,
County of New York and State of New York.
My commission expires: _____

HARRY MANDEL
Notary Public, State of New York
No. 41-2500600
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1969

By
A. S. - 1st

AMENDMENT TO ARTICLES OF INCORPORATION
TOWNSHIP OF ADAMS - VILLAGE OF SOUTH RANGE
WATER AND SEWAGE AUTHORITY

The Articles of Incorporation of the Township of Adams-Village of South Range Water and Sewage Authority, dated July 28, 1967 as amended, are hereby further amended by the amendment of the following specified articles to provide:

ARTICLE I.

The name of this Authority is "TOWNSHIP OF ADAMS - VILLAGE OF SOUTH RANGE SEWAGE AUTHORITY". The principal office of the Authority will be located at the Adams Township Public Works Office, Baltic, Michigan.

ARTICLE III.

The purpose of this Authority is to plan, develop, acquire, own, improve, enlarge, extend and operate a sewage disposal system in accordance with the authorization of Act 233, Public Acts of Michigan, 1955, as amended. The term "sewage disposal system" as used in these Articles of Incorporation shall be defined in Section 1 of Act 233, Public Acts of Michigan, 1955, as amended.

ARTICLE IV.

This Authority shall be a body corporate with power to sue or to be sued in any court of this State. Its limits shall include all of the territory embraced within the corporate boundaries of its constituent municipalities. It shall possess all of the powers granted by statute and by these Articles, and those incident thereto. It shall have a corporate seal.

LAW OFFICES

AIRO, MECHLIN,
OMASI, JOHNSON
& MANCHESTER
BRIGHTON, MICHIGAN
49931

(906) 482-0770

ARTICLE VII

The governing body of this Authority shall be a Board of Trustees, hereinafter referred to as the Board, which shall consist of five (5) members. Two (2) members shall be appointed by the President of the Village of South Range, by and with the consent of the Council; two (2) members shall be appointed by the Supervisor of Adams Township, by and with the consent of the Adams Township Board, and one (1) member shall be appointed and selected by the members appointed by their respective President of South Range and Supervisor of Adams Township, as approved by their Councils. The fifth member, last mentioned, shall be a member at large and must be a resident of either Adams Township or the Village of South Range. The terms of all trustees serving on the date of adoption of these Amended Articles shall terminate, ipso facto, at midnight of the 30th day following the adoption of these Articles by both the Adams Township Board and the South Range Village Council. Their replacements shall take office at 12:01 a.m. of the day immediately following such 30th day, or if not yet then appointed at the time of appointment. The fifth member at large shall be selected within two weeks after all members have been appointed and taken office. In the event that the members cannot agree on the appointment of a fifth member, as aforesaid, then the South Range Village Council and the Adams Township Board shall meet and appoint a member at large acceptable to both bodies. If they are unable to agree on the appointment of a member at large, the appointment shall be made by an arbitrator chosen pursuant to and arbitration conducted pursuant to the rules of the American Arbitration Association. The decision of the arbitrator so chosen shall be conclusive. The terms of all the members herein shall be for two years, except that in the first instance, in order to enable a staggering of the terms, Adams Township and South Range shall each appoint one member for a term of one year. The succeeding terms of office shall commence on January 1 and end on December 31 of the appropriate year or when a successor is elected and qualified, whichever shall last occur. After the terms of the initial

Copper Range Historical Society

appointments have expired, each term of each member shall be for a period of two years. The members of the Board of Trustees shall subscribe to the oath required for public officers by the Constitution of Michigan and shall designate one of their members as chairman, one as secretary and one as treasurer, and make such regulations and by-laws for the handling of its affairs as it may in its discretion see fit. The Board of Trustees shall cause to be kept a written or printed record of every session of the Board, which record shall be public. They shall also provide for a system of accounts to conform to any uniform system required by law and for the auditing, at least once yearly of the accounts of the Board of Trustees by competent certified public accountants and such financial statement shall be made public in a printed form. The Board of Trustees shall require of the treasurer a suitable bond, by a responsible bonding company, the expense therefor to be considered as an operation expense of the Board of Trustees. The Board of Trustees shall employ such personnel and employees as it deems necessary to carry out its functions. The members of the Board shall receive no compensation for their services except that each member shall be paid the sum of Twenty-Five (\$25.00) Dollars for attending meetings of said Board, not exceeding twelve paid meetings in any one year. Such compensation, salaries of employees, etc., shall be considered as an operation and maintenance expense of the Authority.

ARTICLE XII.

The Authority and its constituent municipalities may enter into a contract or contracts providing for the acquisition, purchase, construction, improvement, enlargement, extension, operation and financing of a sewage disposal system, as authorized and provided in Act 233, Public Acts of Michigan, 1955, as amended. The Authority may enter into contracts with any non-constituent city, village, township or charter townships for the furnishing of a sewage treatment service by any sewage disposal system owned or operated by the Authority, which contract shall provide for reasonable charges or rates for such service furnished.

LAW OFFICES

VIRO, MECHLIN,
MASI, JOHNSON
& MANCHESTER

GHENTON, MICHIGAN
49931

(906) 482-0770

The Authority shall have the power to enter into contracts with any constituent municipality or other municipality for the purchase of sewage disposal services from such constituent municipality or other municipality. No contracts shall be for a period exceeding forty (40) years.

ARTICLE XIII.

Copper Range Historical Society

For the purpose of obtaining funds for the acquisition, construction, improving, enlarging or extending of a sewage disposal system, the Authority may, upon ordinance or resolution duly adopted by it, issue its negotiable bonds, secured by the contractual full faith and credit pledges of each contracting municipality, in accordance with and subject to the provisions of Act 233, Public Acts of Michigan, 1955, as amended.

ARTICLE XIV.

The Authority and any of its constituent municipalities and any other municipality shall have authority, if provided by the terms of any contract to acquire, construct, improve, enlarge or extend a sewage disposal system, to provide for the sale and purchase of sewage disposal service from such system or systems, and after the execution of such contract or contracts, the Authority may issue self-liquidating revenue bonds in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, being Sections 141.101 to 141.139, inclusive, of the Compiled Laws of 1948, or any other act providing for the issuance of revenue bonds, which bonds shall be payable solely from the revenues of the sewage disposal system. The charges specified in any such contract or contracts shall be subject to increase by the Authority at any time if necessary in order to provide funds to meet its obligations. Any contract authorized herein shall be for a period of not exceeding forty (40) years.

LAW OFFICES

W. H. MECHLIN,
MASI, JOHNSON
MANCHESTER

W. H. MECHLIN,
49931

(906) 482-0770

The original Articles of Incorporation as heretofore amended are hereby reaffirmed in all other respects. These

amendments shall take immediate effect.

The foregoing Amended Articles of Incorporation were adopted by the Adams Township Board, Township of Adams, Baltic, Houghton County, Michigan at a meeting duly held on the 7th day of March, 1983.

TOWNSHIP OF ADAMS

By: Edward H. Charles
Supervisor

By: Leena Conradi
Clerk

The foregoing Amended Articles of Incorporation were adopted by the Village Council of the Village of South Range, Houghton County, Michigan at a meeting duly held on the 25 day of May, 1983.

VILLAGE OF SOUTH RANGE

By: Agnes Johnson
President

By: Katherine Mattson
Clerk

PROPOSED AGREEMENT FOR THE SUPPLYING OF WATER
BY THE ADAMS TOWNSHIP, VILLAGE OF SOUTH RANGE
WATER AND SEWAGE AUTHORITY TO THE CITY OF HANCOCK

THIS CONTRACT, made and entered on this _____ day of _____, 19____, by and between the TOWNSHIP OF ADAMS VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY, a Michigan (non-profit) Corporation (Hereinafter referred to as the "Authority"), party of the first part; and the CITY OF HANCOCK, Michigan Corporation, Houghton County, Michigan, (Hereinafter referred to as the "City");

Copper Range Historical Society

W I T N E S S E T H:

This Contract shall be effective _____.

ARTICLE I

Section 1 - Water Supply Transmission Lines: The parties know and understand that the water transmission line from the source, to-wit: The Champion Mine, to Baltic is owned by the Authority and that from Baltic to the City said line is owned jointly by the City of Hancock and the City of Houghton. The parties further know and understand that the Authority does not own and possess equipment or have the capability to undertake the repair or maintenance of said water transmission line should repair or maintenance become necessary. It is agreed that the maintenance of the water transmission line from Baltic to the City shall be and is the responsibility of the users of said water transmission line.

Section 2 - Water Supply: In accordance with and subject to all the terms and provisions of this Contract, the Authority shall stand ready to supply to the City potable water adequate for all purposes as presently used and as additional and normal growth requires in the City limits or outside city limits subject to the provisions of Section 1, of Article IV hereof and that the City shall purchase said City's water requirement from the Authority.

Section 3 - Consent to Increase: Neither the Authority nor the City, together or independently, shall use water in any substantial amount in excess of the highest daily usage during the preceding calendar year which calendar year shall progress annually plus Two Hundred Fifty Thousand (250,000) gallons per twenty-four (24) hour period in addition thereto, without first obtaining the written consent of both of the parties to this Agreement.

Section 4 - Term of Contract: The term of the Contract or "term" as that or any similar expression is used in this Contract shall mean the period of forty (40) years, commencing the _____ day of _____, 1980, provided, however, that either party hereto may terminate this Contract at the expiration of the ten (10) year period by giving to the other party six (6) months written notice prior to such expiration of its desire to so terminate.

Section 5 - Points of Delivery: The point of delivery of all potable water supplied and delivered to the City under the terms and provisions hereof shall be at its meter as it is presently located on Scallon Avenue Valve House.

ARTICLE II

Section 1 - Measurement of Water: All water supplied, furnished and delivered by the Authority and purchased by the City under the terms and provisions of this Contract shall be metered in terms of "United States Gallons", each containing two hundred thirty-one (231) cubic inches, by meters, presently utilized or their equivalent.

Section 2 - Defective Meters: In the event that it shall become necessary to repair or replace a meter which may become defective, it shall be assumed that the water used during the unmetered period by the City is the same as the average of the preceding twelve (12) months for the same length of time. It shall be the responsibility of the City, should a meter

become defective, to install and/or repair said defective meter within ninety (90) days from the date that the determination is made by the Authority and/or the City that said meter is defective.

Section 3 - Test and Inspection of Meters: Either party hereto shall have the right to inspect and test meters at any time. If, as the result of such test, under fair and reasonable conditions, a meter shall be found inaccurate, it shall be restored to a condition of accuracy or a new meter substituted. Any meter found not more than two (2) percent either above or below normal inaccurate shall be considered commercially correct. If any meter so tested under fair and reasonable conditions shall be found to register in excess of two (2) percent, either above or below normal, the registration of such meter since the last preceding reading shall be corrected in accordance with the percentage of inaccuracy so found, unless the representatives of the parties can agree upon the probable duration of such inaccuracy, in which event the adjustment shall be for such period.

ARTICLE III

Section 1 - Billing and Payments: The amount owed by the City to the Authority shall be based upon the reading of the water meter located at the Scallon Avenue Valve House. Meters shall be read on or about the thirtieth (30) day of each month and the City shall have the privilege of having a representative present at such readings. Arrangements for such attendance shall be made by the City if it chooses to be represented. As soon as practicable after the reading of the meters each month, the Authority shall render to the City a bill or bills for all charges due to the date of the previous meter reading under any and all provisions of this Contract, and the City shall pay to the Authority such bill on or before the twenty-sixth (26) day of the next month. If it shall be found that any such bill is erroneous in any respect, the Authority shall forthwith render to the City

supplemental bill for any additional amount due from the City or a credit memorandum for any amount to be credited to the City to correct such error. The City shall pay such supplemental bill on or before the twenty-sixth (26th) day after the date thereof. All bills shall be paid by the City to the Authority at South Range, Michigan.

Section 2 - Rate: (a) The parties agree that the fiscal year of authority shall be January 1 to December 1 of each audit that the rate for water to be paid to the Authority by the City shall be based upon the yearly audit supplied to the City within 4 months of each calendar year and shall reflect all costs of operations and the establishment of a reserve or a contingency fund not in excess of five (5) percent annually or a total of Fifty Thousand (\$50,000.00) Dollars. The rate shall be set by mutual agreement based on the audit and made effective on the 1st day of July of each and every year during the term of this Contract and shall be reviewed on a yearly basis. Based on the results of the yearly review, the rate may increase or decrease so as to be reflective of costs. It is understood that should the Authority be required to purchase capital equipment or should the Authority be required to make repairs in excess of the Contingency Fund, which repairs must be made immediately, that the City shall contribute with other customers of the Authority in the percentage of their water use.

ARTICLE IV

Section 1 - Effective Interruptions: In case the Authority shall be prevented from delivering water, wholly or in part, due to interruptions in the supply or electrical energy shortage of water, if beyond the control of the Authority, fire, lightning, explosion, flood, strike or unavoidable action, federal, state or municipal interference, Act of God, or public enemy, war, delay in receiving shipments of the required material or any other cause whatsoever beyond the cause of the Authority,

it will (except in case of practically total destruction of its property or practically total suspension of business) proceed with all reasonable diligence to put itself and all its work in condition to continue the supply of water. Such partial or total interruption of service or failure to deliver water shall not constitute a breach of this contract, nor shall the Authority be liable for damages by reason of such interruptions or failure to deliver water, occasion by any of the causes in this paragraph enumerated. All shortages shall be prorated at present levels to all users.

As hereinbefore stated the duty and responsibility to undertake and the cost of said undertaking of repairs to the main line shall be and is the responsibility of the City and the other customers of the Authority, however, the Authority shall be responsible for repairs to pumping equipment and the Authority reserves the right to suspend the supply of water for short periods for the purpose of making repairs to its pumping equipment. A notice of forty-eight (48) hours will be given to the City of such anticipated interruptions so that they may provide for sufficient storage to carry over the interruption period. Such temporary interruptions shall not be considered a breach of this contract nor shall the Authority be liable for damages by reason thereof.

ARTICLE V

Section 1 - Access to Premises and Records: Both parties shall at all times during the term of this Contract have access to the premises and/or records of each for any and all purposes connected with the delivery, sale and purchase of water hereunder and the exercise of any and all rights accrued to by this Contract.

ARTICLE VI

Section 1 - Default in Payments: If the City shall default in making payments as herein provided, such default shall

continue for a period of Thirty (30) days after the bill has become due and payable from the City to the Authority. The Authority shall have the right at its option to terminate the contract or without terminating any ways avoiding this contract to discontinue delivery of water to such defaulting party until such default has been remedied and any delay or omission on the part of the Authority to exercise such option shall not be deemed a waiver of its right to do so whenever and as often as such default shall occur. It is further agreed between the parties that if said default shall continue for a period of thirty (30) days past the date when the bill was payable that the Authority shall be entitled to interest at the rate for government units at a commercial bank, to-wit: The Superior National Bank and Trust Company of Hancock, Michigan, for short-term notes, at a rate charged by The Superior National Bank and Trust Company to governmental units for a short-term note.

ARTICLE VII

Section 1 - Notices: Any written notice herein required for which provision is herein made shall be deemed to have been sufficiently given if duly mailed to the other party hereto by registered mail, addressed to the City Manager, City of Hancock, Michigan 49930, or the Township of Adams, Village of South Range Water and Sewage Authority, P.O. Box 177, South Range, Michigan 49963, as the case may be.

ARTICLE VIII

Section 1 - Release from Liability: The Authority will exercise all due precautions to keep the water supply from contamination and impurities detrimental to health, but the City agrees that the Authority cannot be liable for damages resulting to the City or third persons including water customers and water consumers in the said City, from the use of water supplied hereunder or because of contamination occurs after the water leaves the control of the Authority and that the parties agree that said

water leaves the control of the Authority at the point where said water enters the transmission line owned jointly by the City of Hancock and the City of Houghton.

ARTICLE IX

The parties understand that the Water source is owned jointly by the Township of Adams and the Village of South Range and the parties agree and understand that said Adams Township and the Village of South Range are customers of the Authority and that the City and other customers of the Authority shall be sold water which is in excess of the needs of Adams Township and the Village of South Range. If excess is insufficient to meet the needs of the city then the city shall have the right to purchase water from other sources.

Copper Range Historical Society

ARTICLE X

Section 1 - Successors and Assigns: All covenants, terms, agreements and conditions herein contained shall extend to and be obligatory upon the parties hereto and their respective successors and assigns.

Signed, Sealed and Delivered
In Presence Of:

TOWNSHIP OF ADAMS - VILLAGE OF
SOUTH RANGE WATER AND SEWAGE
AUTHORITY

By _____
, Its Chairman

By _____
, Its Secretary

Signed, Sealed and Delivered
In Presence Of:

CITY OF HANCOCK

By _____
David L. Soulak, Its Manager

By _____
Ellie Lantto, Its Clerk

Signed, Sealed and Delivered
In Presence Of:

LEASE ASSIGNMENT

Now comes the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY and hereby assigns, transfers and conveys to the TOWNSHIP OF ADAMS all rights as Lessee pursuant to the Lease dated 9/1/67 by and between the Copper Range Company and the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY, a copy of such Lease being attached hereto and being incorporated herein by reference.

THE VILLAGE OF SOUTH RANGE is hereby granted the right of first refusal, in the event the TOWNSHIP OF ADAMS ever assigns, transfers or conveys any or all of the assets conveyed hereby to any third party, to purchase such assets on the same terms and conditions as such third party. Thirty days written notice of any such impending sale or transfer shall be provided by the Township to the Village. This right of first refusal shall terminate and be of no further force and effect at such time as the VILLAGE OF SOUTH RANGE elects to and ceases purchasing water from the TOWNSHIP OF ADAMS.

IN THE PRESENCE OF:

SIGNED AND SEALED:

TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY

_____ By: _____

_____ By: _____

Acceptance:

The TOWNSHIP OF ADAMS hereby accepts the above assignment and agrees to comply with all terms and conditions of the above Lease imposed on the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY.

TOWNSHIP OF ADAMS

_____ By: _____

_____ By: _____

Consent by Lessor:

Now comes the COPPER RANGE COMPANY and hereby consents

TOWNSHIP OF ADAMS
RANGE WATER AND SEWAGE AUTHORITY
BY:

to the assignment of lease rights; and to the substitution of the Township of Adams as Lessee for all intents and purposes from and after the date hereof.

COPPER RANGE COMPANY

By: _____

Copper Range Historical Society

LAW OFFICES
T. W. MEHLIN,
M. S. JOHNSON
MANCHESTER
MICHIGAN
49931
(906) 482-0770

LEASE

This LEASE, made this 1st day of September, 1967,
by and between the COPPER RANGE COMPANY, a Michigan corporation,
with an office at 300 West Memorial Avenue, Houghton, Michigan,
herein called the Lessor, and the TOWNSHIP OF ADAMS-VILLAGE
OF SOUTH RANGE WATER AND SEWAGE AUTHORITY, a Michigan
public corporation, with an office at South Range, Michigan, herein
called Lessee,

WITNESSETH:

1. The Lessor leases to the Lessee the following described
real property in the County of Houghton, State of Michigan:

Parcel I
[Parcel (e) of Agreement]

All the underground openings extending south from Shaft
No. 4 in which the pumping installations and water reservoirs
are located, more particularly shown on the attached map
marked Exhibit (A).

Parcel II
[Parcel (g) of Agreement]

A strip of land approximately 1,000 ft. in width situated
partly in the S-1/2 of NW-1/4, and the SW-1/4 of Section
31, Township 54 North, of Range 34 West, and shown
colored in blue on the attached map marked Exhibit (B).

Parcel III
[Parcels (a), (b) and (c) of Agreement]

A parcel of land situated in the SE-1/4 of NW-1/4 of
Section 31, Township 54 North, of Range 34 West, more
particularly described by metes and bounds as follows:
Commencing at the center of the aforesaid Section 31,
run thence N 18° 33' W 655 ft. to the point of beginning;
from the point of beginning thus established run thence
N 26° 25' E 140 ft., thence N 63° 35' W 250 ft. to the east
boundary of No. 4 Shaft to No. 1 Shaft mine road, thence
S 26° 25' W along the aforesaid east boundary of mine road
140 ft., thence S 63° 35' E 250 ft. to the point of beginning,
containing 0.80 acres, more or less, and shown colored
in red on attached map marked Exhibit (C).

A 1

Parcel IV
[Parcel (d) of Agreement]

A parcel of land situated in the SE-1/4 of NW-1/4 of Section 31, Township 54 North, of Range 34 West, more particularly described by metes and bounds as follows: Commencing at the center of the aforesaid Section 31, run thence N 32° 00' W 884 ft. to the point of beginning; from the point of beginning thus established run thence N 26° 25' E 40 ft., thence N 63° 35' W 50 ft., thence S 26° 25' W 40 ft., thence S 63° 35' E 50 ft. to the point of beginning, containing 0.05 acres, more or less, and shown colored in red on attached map marked Exhibit (C).

Parcel V
[Parcel (1) of (f) of Agreement]

A parcel of land situated in the SE-1/4 of NW-1/4 of Section 31, Township 54 North, of Range 34 West, more particularly described by metes and bounds as follows: Commencing at the center of the aforesaid Section 31, run thence N 14° 10' W 548 ft. to the point of beginning; from the point of beginning thus established run thence N 50 ft., thence W 50 ft., thence S 50 ft., thence E 50 ft. to the point of beginning, containing 0.06 acres, more or less, and shown colored in red on attached map marked Exhibit (C).

Parcel VI
[Parcel (2) of (f) of Agreement]

A parcel of land situated in the SW-1/4 of SW-1/4 of Section 30, Township 54 North, of Range 34 West, more particularly described by metes and bounds as follows: Commencing at the S 1/4 corner of the aforesaid Section 30, run thence N 60° 18' W 1,662 ft. to the point of beginning; from the point of beginning thus established run thence N 100 ft., thence W 100 ft., thence S 100 ft., thence E 100 ft. to the point of beginning, containing 0.23 acres, more or less, and shown colored in red on attached map marked Exhibit (D).

Parcel VII
[Parcel (3) of (f) of Agreement]

A parcel of land situated in the SE-1/4 of NE-1/4 of Section 25, Township 54 North, of Range 35 West, more particularly described by metes and bounds as follows: Commencing at a 1-1/4" iron pipe which is the NE corner of said Section 25, run thence due South 30.50 chains (2,013 ft.), thence due West 2.60 chains (85.8 ft.) to the point of beginning, which is the NE corner of the parcel to be described; from the point of beginning thus established run thence due West 150 ft., thence due South 150 ft., thence due East 150 ft., thence due North 150 ft., to the point of beginning containing 0.52 acres, more or less, and shown colored in red on attached map marked Exhibit (E).

Parcel VIII
[Parcel (4) of (f) of Agreement]

A parcel of land situated in the NW-1/4 of SE-1/4 of Section 20, Township 54 North, of Range 34 West, more particularly described by metes and bounds as follows: Commencing at the center of the aforesaid Section 20, run thence S 15° 32' E 700 ft. to the point of beginning; from the point of beginning thus established run thence S 15° 32' E 100 ft., thence N 74° 28' E 100 ft., thence N 15° 32' W 100 ft., thence S 74° 28' W 100 ft. to the point of beginning, containing 0.23 acres, more or less, and shown colored in red on attached map marked Exhibit (F).

excepting and reserving, however, to the Lessor, its successors and assigns, all the metal and other minerals in, under and upon said described parcels of land, and also excepting and reserving, however, to the Lessor, its successors and assigns, all timber standing, growing and lying upon said described parcels of land; which premises are leased to the Lessee for the purpose of exploring for, prospecting, drilling, pumping and producing potable water which is or may hereafter be found on, in, or under said land together with the right to construct such buildings and improvements and roadways for ingress and egress upon the said premises which may be necessary for removing said water and utilizing same as a source of potable water for the water system acquired by Lessee from Lessor by agreement of August 31, 1967. This lease and all rights granted to the Lessee hereby are subject to any and all rights-of-way heretofore granted by the Lessor, or now existing over and across the herein above described parcels of land for public highways, railroads and public utilities.

2. The leasehold interest granted by Lessor herein to Lessee is limited to the location and utilization of water as set forth in paragraph one. It is hereby understood and agreed that the Lessor retains all other rights and interests not inconsistent with the rights herein granted to the extent that the same may be exercised, used or retained without in any way interfering with the full and free exercise by the Lessee of its rights and privileges hereunder.

3. The term of this lease shall be ninety-nine (99) years from the date hereof, unless all of the potable water upon the demised premises is exhausted before said time or abandoned for a period of sixty (60) months at the expiration of which period this lease shall terminate.

Lessee shall remove equipment and property which it owns upon the leased premises within sixty (60) months from the inception of the abandonment or thereafter said property shall become the property of Lessor.

4. The Lessee covenants and agrees to pay the Lessor, its successors and assigns, during the term of this lease as rental for the said premises the sum of One Dollar (\$1.00) per annum so long as Lessee shall pump water through or from Shaft No. 4 of Champion Mine at Painesdale, Michigan. In the event the Lessee's water system is discontinued at Shaft No. 4 of the Champion Mine and installed on the premises herein above described as Parcel II, the rental shall be One Dollar (\$1.00) per annum for the remainder of the term of this lease.

5. Only such methods of drilling, producing and utilizing the potable water as comply with applicable laws of the State of Michigan will be adopted. Lessee agrees to assume the responsibility for producing the potable water, maintaining and operating the facilities necessary for its utilization in accordance with applicable laws of the State of Michigan or its subdivisions.

6. After Lessor discontinues operations at Shaft No. 4 of its Champion Mine, further operations and maintenance of said shaft as an access to the source of water utilized in Lessee's system shall be the sole responsibility of Lessee. If Lessor resumes mining operations at Shaft No. 4 of its Champion Mine from time to time during the term of this lease, Lessor shall assume responsibility for the cost of operation and maintenance of said shaft as an access to the source of water utilized by Lessee, it being understood that from time to time Lessor as a result of its mining operations may resume or discontinue operations at said Shaft No. 4 and that its responsibility for operation and maintenance shall extend only to those periods after its original discontinuance when it is in actual operation of said Shaft No. 4.

7. The Lessee agrees to pay all taxes that may be assessed against the demised property, and the improvements thereon, and upon the potable water produced and utilized therefrom, during the continuance of this lease when and as the same may become due and regardless of by whom assessed.

8. Lessee agrees to insure its liability under any applicable workmen's compensation laws and to carry public liability and property damage insurance with limits of One Hundred Thousand Dollars (\$100,000.00) for any one claim and Three Hundred Thousand Dollars (\$300,000.00) for any one accident insuring Lessor, its property and employees against any claims for damages and to hold Lessor harmless for all claims for damages to persons or property resulting from Lessee's said operations.

9. All labor performed and material furnished in Lessee's operations hereunder shall be at the cost and expense of Lessee and Lessor shall not be chargeable, nor liable, for any part thereof, and during the life of this lease, Lessee shall keep the demised premises and Lessor fully protected against liens of every character arising from, or connected with, Lessee's operations hereunder. Lessor may at any time post upon the demised premises such notices as Lessor desires for the purpose of protecting said property as well as Lessor's title thereto from and against all liens.

10. In case the Lessee fails to make the payments and carry out the terms of this agreement on its part to be performed, then the Lessor may declare this agreement terminated by mailing a notice to the Lessee stating that the lease shall be terminated sixty (60) days from the date of mailing said notice unless the default be fully cured within said sixty (60) day period. If, within the said sixty (60) day period, the default is not corrected, the lease shall be at an end and all right of the Lessee upon said premises shall cease and said lease be thereupon terminated.

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In such event, Lessee shall deliver immediate peaceable possession of the premises to Lessor but shall have six (6) months in which to remove tools, machinery, piping, pumps, equipment and meters belonging to Lessee. In the alternative, Lessor may utilize such legal remedies allowed by the laws of the State of Michigan to correct defaults under this lease before it proceeds under the provision to terminate this lease. A waiver by the Lessor of a particular default shall not be deemed or held to be a waiver of or to affect any other default to impair the Lessor's rights resulting therefrom.

Copper Range Historical Society

11. Any notice herein required to be given, or which may be given, shall be deemed sufficient if send by registered mail, postage prepaid, to Lessor at 300 West Memorial Avenue, Houghton, Michigan, or to Lessee at South Range, Michigan, or at such other address as may be designated in writing by either party from time to time.

12. The Lessor covenants that the Lessee, on paying the rental, and all other sums of money, and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the property covered by this lease, for the term aforementioned, subject to the right of cancellation as above provided.

13. This lease shall be executed in four counterparts and each of such executed counterparts shall be considered an original thereof.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names, by their duly authorized officers, and their respective corporate seals to be hereunto affixed and attested, all on the day and year first above written.

Signed, Sealed and Delivered
in Presence of:

Jean Arre
Jean Arre

Barbara J. Del Prete
Barbara J. Del Prete

Barbara J. Del Prete
Barbara J. Del Prete

Thomas P. Lawrence
Thomas P. Lawrence

COPPER RANGE COMPANY

By James Boyd
James Boyd,
President.

And J. Roland Ackroyd
J. Roland Ackroyd,
Secretary.

TOWNSHIP OF ADAMS-VILLAGE
OF SOUTH RANGE WATER AND
SEWAGE AUTHORITY

Alice E. Tapio
Alice E. Tapio

Margaret Stoneman
Margaret Stoneman

Alice E. Tapio
Alice E. Tapio

Margaret Stoneman
Margaret Stoneman

By Ferris R. Dennis
Ferris R. Dennis,
Chairman.

And Helmuth M. Steinhilb
Helmuth M. Steinhilb,
Secretary.

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STATE OF NEW YORK)
CITY OF NEW YORK) ss.
COUNTY OF NEW YORK)

On this 29th day of September, 1967, before me, the undersigned, a Notary Public in and for said County, personally came James Boyd and J. Roland Ackroyd, President and Secretary, respectively, of the Copper Range Company, a Michigan corporation, known to me, and acknowledged that they executed the foregoing instrument as such President and Secretary, respectively, as their free act and deed, and as the free act and deed of said corporation; and the said J. Roland Ackroyd, being by me duly sworn, did depose and say that he is the Secretary and that the said James Boyd is the President of said Copper Range Company; that the seal affixed to said instrument is the corporate seal of said Copper Range Company and said instrument was executed and said corporate seal affixed thereto by authority of the Directors of said company.

Copper Range Historical Society

Harry Mandel

Notary Public in and for the City of New York,
County of New York and State of New York.
My commission expires: March 30 1969

HARRY MANDEL
Notary Public, State of New York
No. 11-2500600
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1969

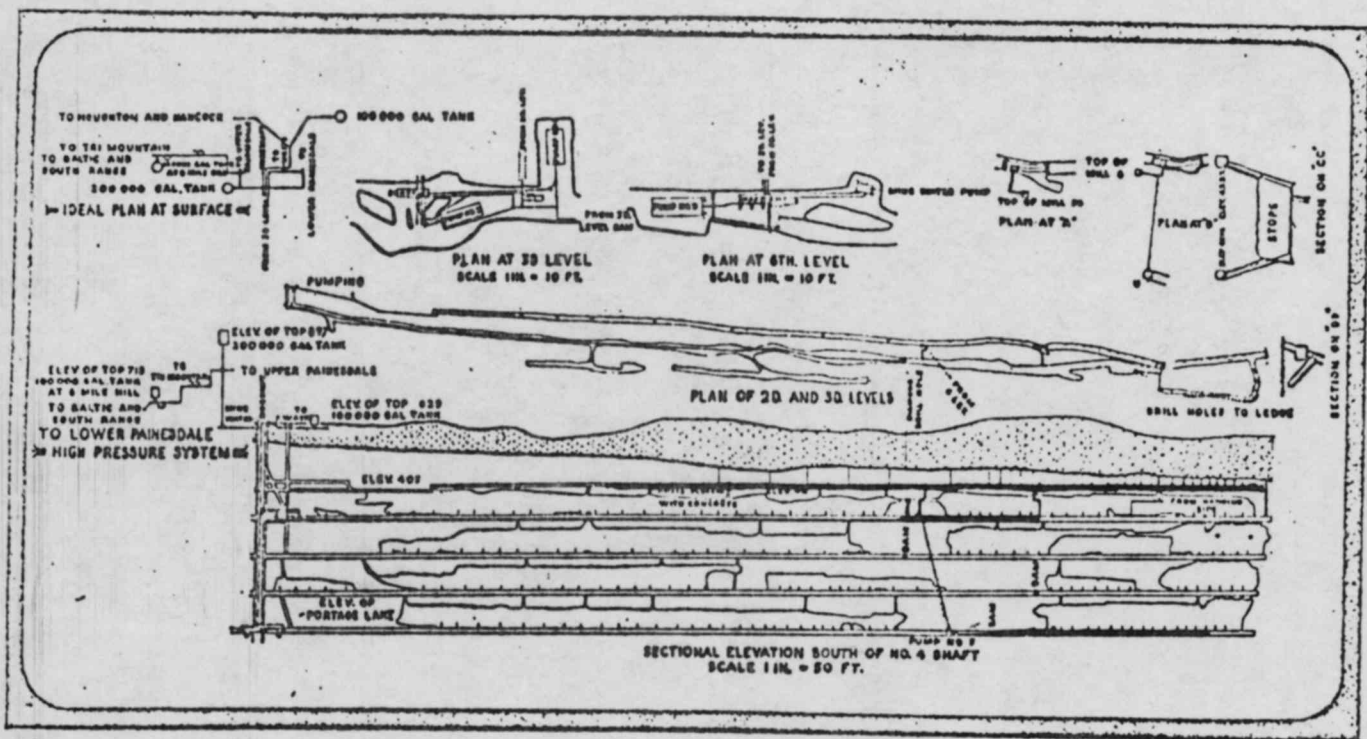
STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

On this 10th day of November, 1967, before me, the undersigned, a Notary Public in and for said County, personally came Ferris R. Dennis and Helmuth M. Steinhilb, Chairman and Secretary, respectively, of the Township of Adams-Village of South Range Water and Sewage Authority, a Michigan public corporation, known to me, and acknowledged that they executed the foregoing instrument as such Chairman and Secretary, respectively, as their free act and deed, and as the free act and deed of said public corporation; and the said Helmuth M. Steinhilb, being by me duly sworn, did depose and say that he is the Secretary and that the said Ferris R. Dennis is the Chairman of said public corporation; that the seal affixed to said instrument is the corporate seal of said public corporation, and that said instrument was executed and said corporate seal affixed thereto by authority of the Board of Trustees of said corporation.

Florence E. Gregorich

Florence E. Gregorich
Notary Public in and for the County of Houghton,
State of Michigan.
My commission expires: March 7, 1969

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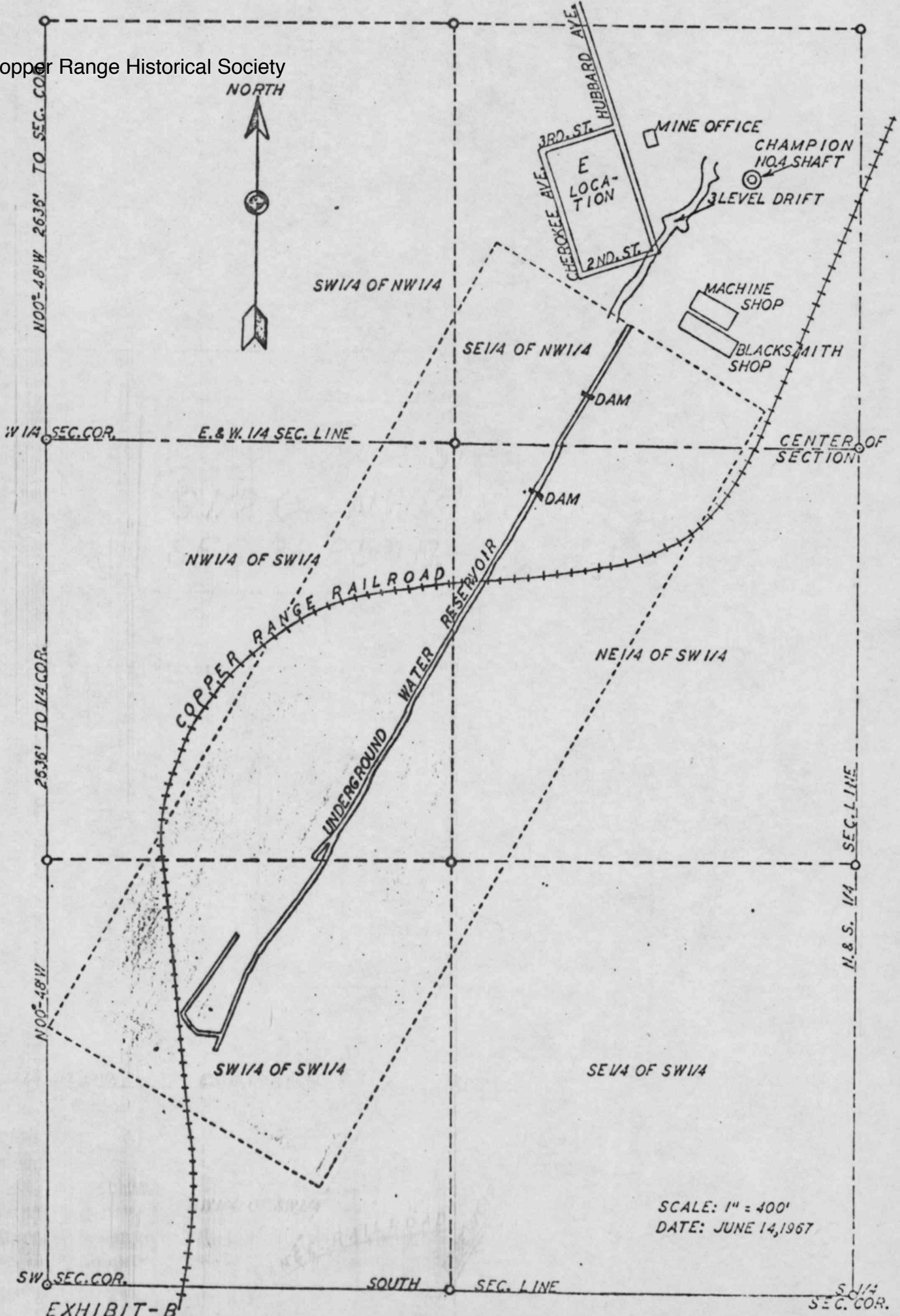


Map Showing Source and Handling of Copper Range Domestic Water Supply

A 1

MAP SHOWING
S 1/2 OF NW 1/4 & SW 1/4 OF
SEC. 31 T. 54 N. — R. 34 W.

Copper Range Historical Society



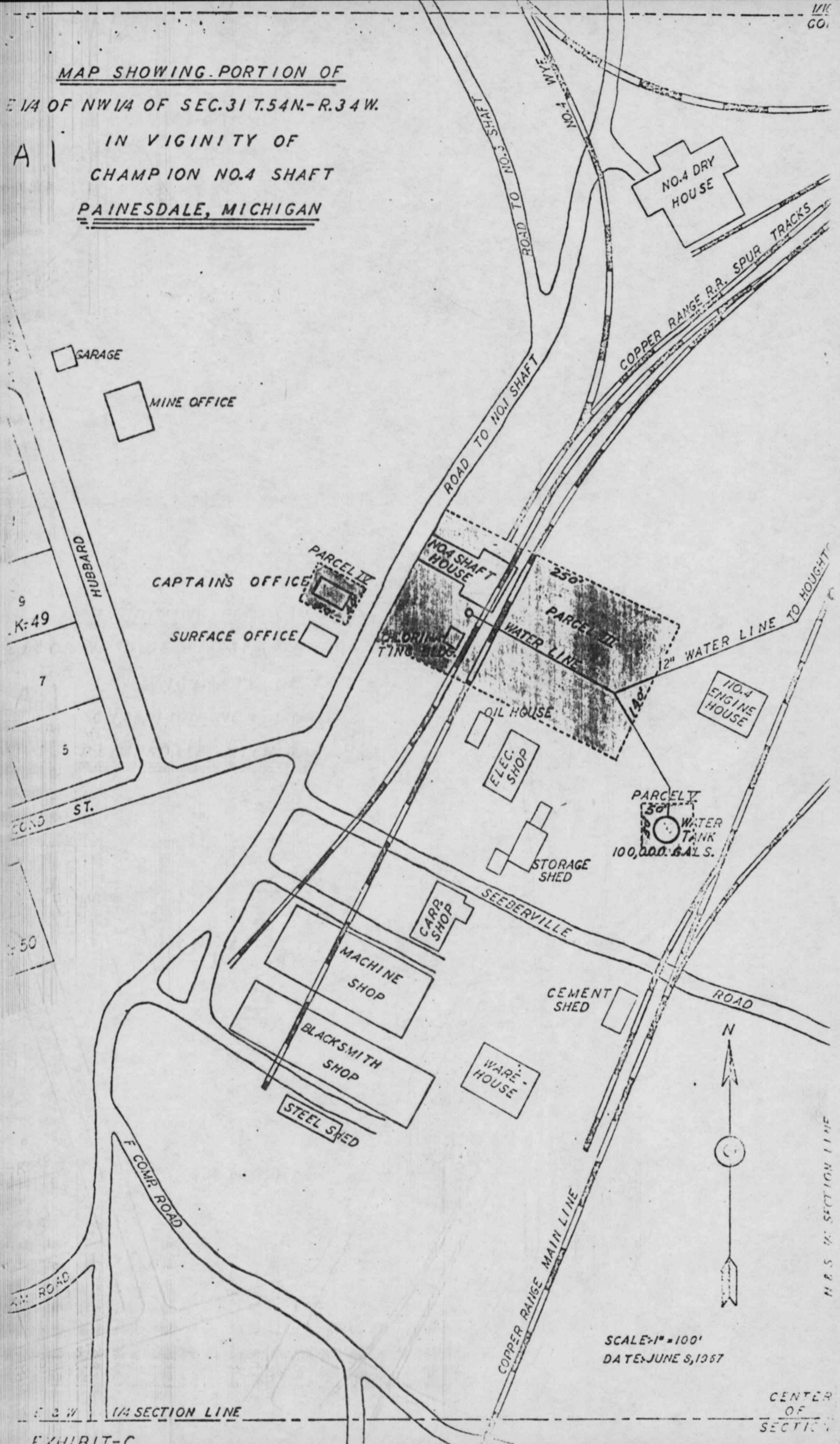
SCALE: 1" = 400'
DATE: JUNE 14, 1967

EXHIBIT-B

S 1/4 SEC. COR.

MAP SHOWING PORTION OF
E 1/4 OF NW 1/4 OF SEC. 31 T. 54 N. - R. 34 W.

A I
IN VIGINITY OF
CHAMPION NO. 4 SHAFT
PAINESDALE, MICHIGAN



SCALE: 1" = 100'
DATE: JUNE 8, 1957

CENTER
OF
SECTION

MAP SHOWING A PORTION OF
THE TOWNSITE OF PAINESDALE
& LOCATION OF HIGH PRESSURE WATER TANK
IN THE SW 1/4 OF SW 1/4 OF SEC. 30 T.54N.-R.34W.



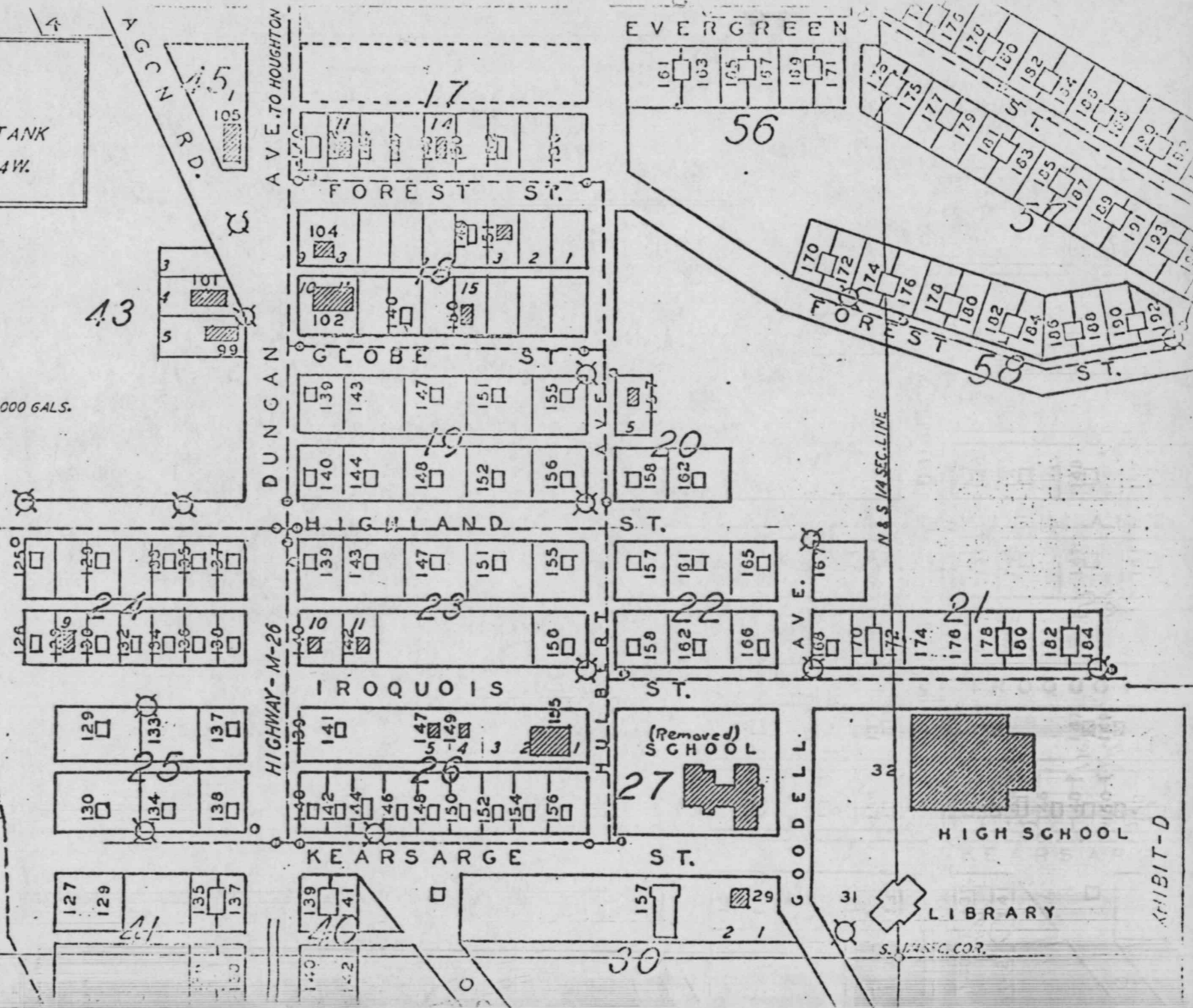
TANK 100' 100' 200,000 GALS.

WATER LINE

C LOCATION

SCALE: 1" = 200'
DATE: JUNE 9, 1967

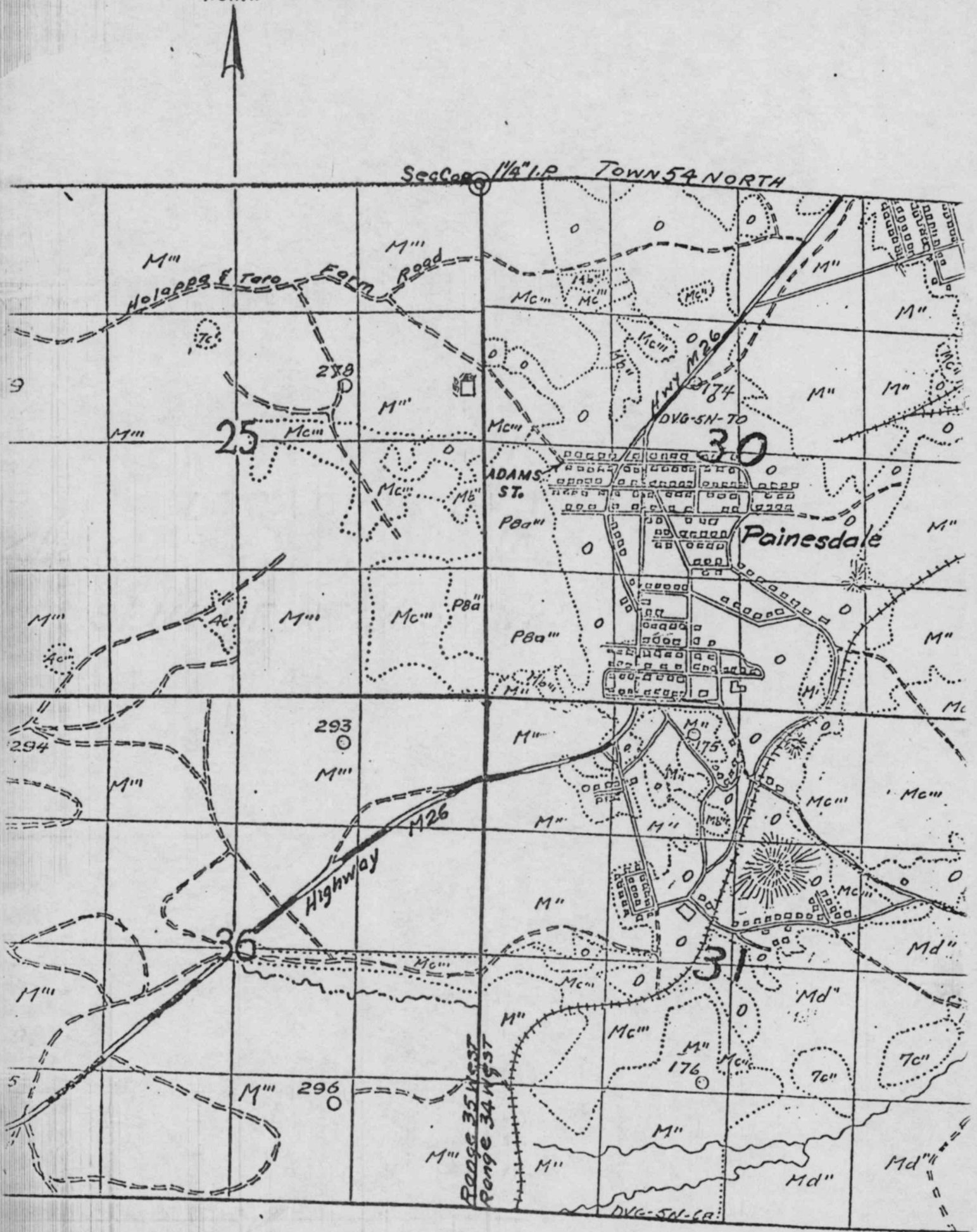
SOUTH LINE SEC. 30 T.54-R.34



MAP SHOWING
LOCATION OF WATER TANK
IN

SE 1/4 OF NE 1/4 SEC. 25 T. 54 N. - R. 35 W.

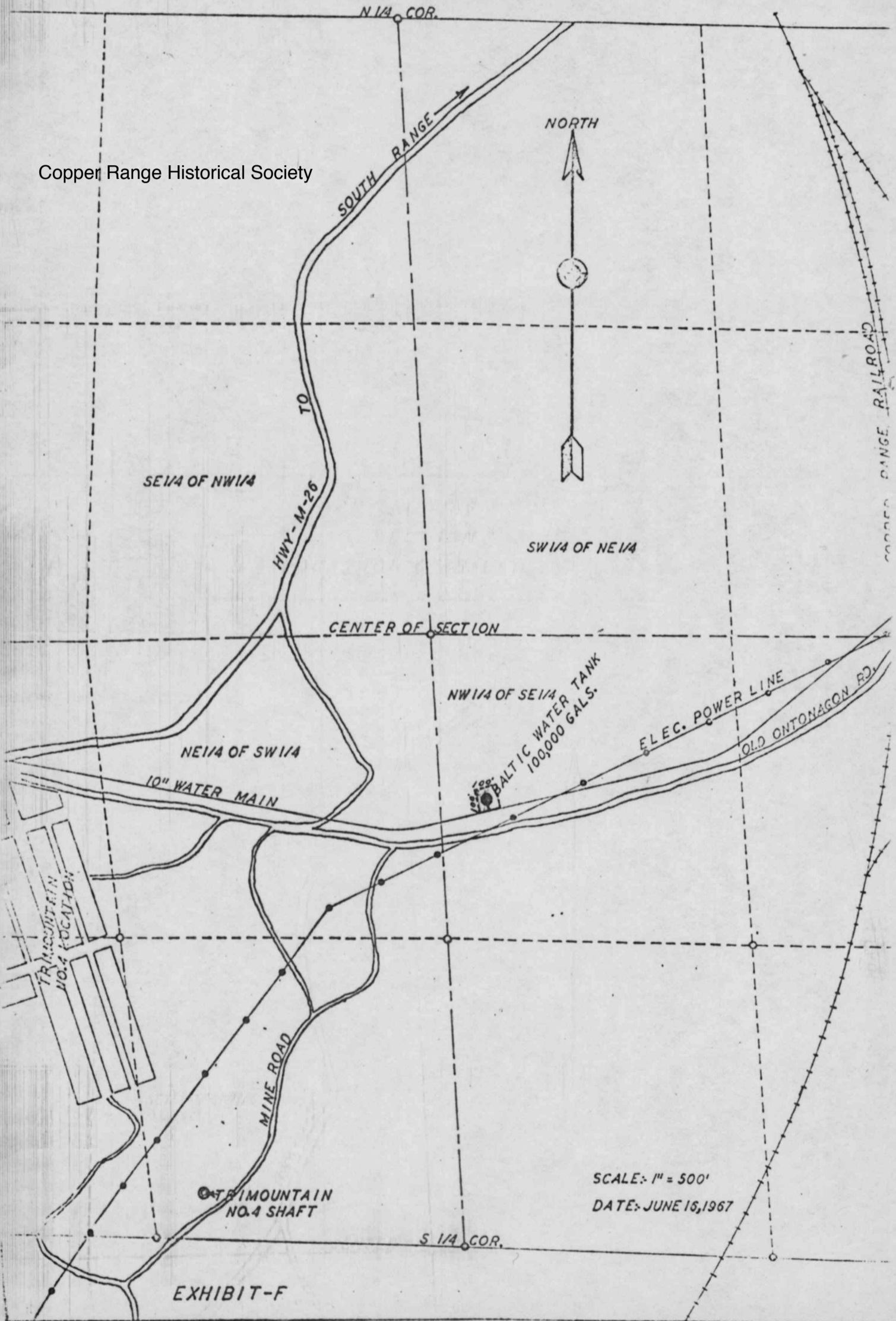
NORTH



MAP SHOWING A PART OF
SECTION 20 T.54N.-R.34W.
& LOCATION OF BALTIC WATER TANK

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Copper Range Historical Society



RECORDED IN DEEDS

QUIT-CLAIM DEED FOR CORPORATION - 1404 - (Revised 1971)
DOUBLEDAY BROS. & CO., KALAMAZOO, MICH.

SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

THIS INDENTURE, made

19

BETWEEN TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY

of the Township of Adams

County of Houghton

State of Michigan, a corporation organized and existing

under and by virtue of the laws of the State of Michigan, party of the first part, whose address is

and TOWNSHIP OF ADAMS

of the second part,

whose address is

WITNESSETH, That the said party of the first part, for and in consideration of

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 and forever QUIT-CLAIM unto the said party of the second part, and to his heirs and assigns, Forever, ~~XXXXXX~~

XXXX

XXXX

~~XXXXXX State of Michigan XXXX~~

All easements, reservations and real property of every nature owned by the Grantor and situate outside the Village of South Range, specifically including those acquired and leased in the attached easement dated 9/1/67 and the attached Bill of Sale dated 9/1/67, both of which are incorporated herein by reference.

The Village of South Range is hereby granted the right of first refusal, in the event the Township of Adams ever assigns, transfers or conveys any or all of the assets conveyed hereby to any third party, to purchase such assets on the same terms and conditions as such third party. Thirty days written notice of any such impending sale or transfer shall be provided by the Township to the Village. This right of first refusal shall terminate and be of no further force and effect at such time as the Village of South Range elects to and ceases purchasing water from the Township of Adams.

Specifically excepted from this conveyance are all interests of Grantor located within the Village boundaries of the Village of South Range.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; **To Have and to Hold** the said **TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY**

to the said party of the second part, and to its successors ~~XXXXXXXXXX~~ to the sole and only proper use, benefit and behoof of the said party of the second part, **and its successors** ~~XXXXXXXXXX~~ **heirs and assigns**, forever.

In Witness Whereof, the said corporation, party of the first part, has caused these presents to be signed in its name by its and sealed with its corporate seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY

Copper Range Historical Society

*
*

by *

Its _____

and *

Its _____



STATE OF MICHIGAN. }
COUNTY OF _____ } ss.

On _____, before me, a Notary Public, in and for said County, appeared _____ to me personally known, who, being by me duly sworn, did² _____ say that³ _____ the _____ of _____ the corporation named in and which executed the within instrument, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

4. Paul J. Tomasi of VAIRO, MECHLIN, TOMASI, JOHNSON & MANCHESTER, 400 E. Houghton Ave., Houghton, MI 49931

* _____ Notary Public, _____ County, Michigan, My commission expires _____, 19____

1. State total consideration unless affidavit of value to be attached.
2 & 3. If more than one officer acknowledges, insert at 2 "each for himself" and at 3 "they are respectively."
4. Name and business address of person who drafted this instrument.
* PRINT, TYPEWRITE OR STAMP names and addresses of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such signatures.

1404
QUIT-CLAIM DEED
SHORT FORM

TO

REGISTER'S OFFICE, }
COUNTY OF _____ } ss.
Received for Record the _____
day of _____ A. D. 19____
at _____ o'clock _____ M., and recorded in
Vol. _____ of Deeds, on Page _____
Register of Deeds.

DOUBLEDAY BROS. & CO., KALAMAZOO, MICHIGAN

EASEMENT

A | This INDENTURE, made this 1st day of September, 1967,
by and between the COPPER RANGE COMPANY, a Michigan
corporation, with an office at 300 West Memorial Avenue, Houghton,
Michigan, party of the first part, and the TOWNSHIP OF ADAMS-
VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY,
a Michigan public corporation, with an office at South Range, Michigan,
party of the second part, WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) and
other valuable consideration paid by the party of the second part to the
party of the first part, receipt whereof is hereby confessed and
acknowledged, the party of the first part does hereby give and grant
to the party of the second part the right to operate and maintain water
mains and water pipelines, as now lain, under and across those
certain parcels of land situated in the Township of Adams, Houghton
County, Michigan, in the towns of Painesdale, Trimountain, Baltic
and Atlantic Mine, and more particularly described as follows:

<u>Subdivision</u>	<u>Section</u>	<u>Township - Range</u>	
		<u>North</u>	<u>West</u>
SW-1/4 of SE-1/4	4	54	34
N-1/2 of NE-1/4	9	54	34
SE-1/4 of NE-1/4	9	54	34
S-1/2 of SW-1/4	16	54	34
SE-1/4	19	54	34
E-1/2 of NE-1/4	20	54	34
S-1/2	20	54	34
NW-1/4	21	54	34
N-1/2 of SW-1/4	21	54	34
W-1/2 of NE-1/4	29	54	34
NW-1/4	29	54	34
NE-1/4	30	54	34
SW-1/4 of NW-1/4	30	54	34
S-1/2	30	54	34
W-1/2 of NE-1/4	31	54	34
NW-1/4	31	54	34
NE-1/4 of SW-1/4	31	54	34
SE-1/4 of NE-1/4	25	54	35

together with the right to enter into and upon said lands for the purpose of laying and maintaining and extending said pipes or mains and also at all times in the future for the purpose of repairing, inspecting, maintaining and removing them.

This grant and conveyance is made upon the following terms and conditions:

1. It is expressly agreed and understood between the parties as a condition of this conveyance, that whenever the said parcels of land or any part thereof herein above described shall cease to be held, used and occupied by said party of the second part, or its successors or assigns, for the purposes herein described, or if the said parcels of land are surrendered, the same shall revert to the said party of the first part, its successors and assigns, and shall belong to it as fully as before this conveyance was made.

2. The said party of the second part does hereby further covenant and agree to save harmless and indemnify the said party of the first part from all damages or liabilities from any cause or reason whatsoever growing out of the use of said parcels of land by said party of the second part, or growing out of the construction, operation or maintenance of a water pipeline, water mains and water systems upon said parcels of land.

3. It is expressly understood and agreed that said party of the first part excepts and reserves to itself, and its successors and assigns, all minerals and metals beneath the surface of the land herein above described, with the right at all times to mine and remove the same to within twenty-five (25) feet of the surface of the solid rock underlying said parcels of land and also the right to construct, carry and maintain, ditches and drains, water pipes, steam pipes, air pipes, sewers or

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drain pipes, electric wires and electric circuits, over, along or across any part of the lands herein above described, and the further right to cross said parcels of land with any roadways or structures that it may see fit to construct, establish or maintain, but only in such manner, however, as not to interfere with or substantially prejudice the use of said land for the purposes of said water pipeline, water mains or water systems by the said party of the second part.

4. It is further expressly understood and agreed between the parties hereto, that in case the occupation and use of said parcels of land or any part thereof by said party of the second part, its successors or assigns, shall interfere with or inconvenience the said party of the first part, its successors or assigns, in undertaking or carrying on any mining operations or in the erection of buildings, structures or improvements necessary or convenient in connection with the carrying on of any such mining operations, the said party of the second part upon written notice from said party of the first part, its successors or assigns, will at its own cost and expense cause the water pipeline, water mains and all other appliances and structures upon said parcels of land or any part thereof designated by said party of the first part, its successors or assigns, to be removed from the location hereby granted or such part thereof as may be designated by said party of the first part, within six (6) months from the receipt of said notice, to and upon such location or other right-of-way as may be granted by said party of the first part, its successors and assigns, in substitution of the parcels of land herein above described or such part thereof as the said party of the first part may desire to retake. The said party of the first part for itself, its successors and assigns, hereby covenants and agrees that in case it requires said party of the second part to change the location of the water pipeline or water mains as above provided, it will give and grant

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to said party of the second part, its successors or assigns, the use of a convenient strip of land either adjoining or near by the location of the parcels herein above described as the business or operations undertaken or contemplated by said party of the first part, its successors or assigns, will permit the same to be, in substitution for and upon the same terms, covenants and conditions as are herein set forth for the parcels of land herein above described. The said party of the second part shall accept such substituted parcels of land for the parcels of land which the said party of the first part may so desire to retake.

In case the said party of the second part, its successors or assigns, does not cause said water pipeline, water mains or water system to be removed from said parcels of land at the expense of said second party, after written notice as aforesaid, then and in that event the said party of the first part, its successors and assigns, may re-enter without notice or demand upon the parcels of land herein above mentioned or such part thereof as may be designated by said party of the first part and remove said water pipeline, water mains or water system and take possession of said parcels of land, without instituting any legal proceedings therefor, which legal proceedings, and notice of the same are hereby expressly waived by said party of the second part, its successors and assigns.

5. This indenture and all rights granted to the party of the second part hereby are subject to any and all rights-of-way heretofore granted by the party of the first part or now existing over and across the herein above described parcels of land.

6. The obligations and benefits of this instrument and the respective covenants, agreements and conditions thereof shall be binding upon and enure to the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their proper officers the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Jean Arre
Jean Arre

Barbara J. Del Prete
Barbara J. Del Prete

Barbara J. Del Prete
Barbara J. Del Prete

Thomas P. Lawrence
Thomas P. Lawrence

COPPER RANGE COMPANY

By James Boyd
James Boyd,
President.

And J. Roland Ackroyd
J. Roland Ackroyd,
Secretary.

TOWNSHIP OF ADAMS-VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY

By Ferris R. Dennis
Ferris R. Dennis,
Chairman.

And Helmuth M. Steinhilb
Helmuth M. Steinhilb,
Secretary.

Alice E. Tapio
Alice E. Tapio

Margaret Stoneman
Margaret Stoneman

Alice E. Tapio
Alice E. Tapio

Margaret Stoneman
Margaret Stoneman

STATE OF NEW YORK)
CITY OF NEW YORK) ss.
COUNTY OF NEW YORK)

On this 29 day of September, 1967, before me, the undersigned, a Notary Public in and for said County, personally came James Boyd and J. Roland Ackroyd, President and Secretary, respectively, of the Copper Range Company, a Michigan corporation, known to me, and acknowledged that they executed the foregoing instrument as such President and Secretary, respectively, as their free act and deed, and as the free act and deed of said corporation; and the said J. Roland Ackroyd, being by me duly sworn, did depose and say that he is the Secretary and that the said James Boyd is the President of said Copper Range Company; that the seal affixed to said instrument is the corporate seal of said company, and that said instrument was executed and said corporate seal affixed thereto by authority of the Directors of said company.

HARRY MANDEL
Notary Public, State of New York
No. 41-2500600
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1969

Harry Mandel
Notary Public in and for the City of New York,
County of New York and State of New York.
My commission expires: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

On this 10th day of November, 1967, before me, the undersigned, a Notary Public in and for said County, personally came Ferris R. Dennis and Helmuth M. Steinhilb, Chairman and Secretary, respectively, of the Township of Adams-Village of South Range Water and Sewage Authority, a Michigan public corporation, known to me, and acknowledged that they executed the foregoing instrument as such Chairman and Secretary, respectively, as their free act and deed, and as the free act and deed of said public corporation; and the said Helmuth M. Steinhilb, being by me duly sworn, did depose and say that he is the Secretary and that the said Ferris R. Dennis is the Chairman of said public corporation; that the seal affixed to said instrument is the corporate seal of said public corporation, and that said instrument was executed and said corporate seal affixed thereto by authority of the Board of Trustees of said corporation.

Florence E. Gregorich
Florence E. Gregorich
Notary Public in and for the County of Houghton,
State of Michigan.
My commission expires: March 7, 1969

BILL OF SALE

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This BILL OF SALE, made this 1st day of September, 1967, by and between the COPPER RANGE COMPANY, a Michigan corporation, with an office at 300 West Memorial Avenue, Houghton, Michigan, of the first part, and the TOWNSHIP OF ADAMS-VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY, a Michigan public corporation, with an office at South Range, Michigan, of the second part, WITNESSETH:

That, whereas, by a certain agreement dated August 31, 1967, between first and second parties hereto, the first party did agree to sell to the second party its waterworks then installed within the towns of Painesdale, Trimountain, Baltic and Atlantic Mine, in Adams Township, all in Houghton County, Michigan, as therein and hereinafter set forth, in consideration of the moneys to be paid in the amount and manner set forth in said agreement.

Now, therefore, in pursuance of said agreement and in consideration of the premises said first party does hereby sell, assign and deliver unto said second party all and singular its rights and title to the steel water tanks, chlorinating plant, maintenance building, pumps, water pipes, pipelines, connections, meters, fire hydrants, shaft telephone lines, signal lines and other accessories and supplies complete at this time, installed and used in the operation and connection with the waterworks within said above locations, said property being particularly described but not by way of limitation, as follows:

Three (3) underground water reservoirs situate on the 2nd, 3rd and 6th levels of Shaft No. 4 of the Champion Mine in said town of Painesdale.

Underground Pumps:

1-Deane 7-1/2" x 12" 50 HP (344 GPM) - 6th Level
1-Prescott 12-1/2" x 24" 100 HP (1430 GPM) - 3rd Level
1-Prescott 7" x 24" 100 HP (590 GPM) - 3rd Level
1-3GT2 Cent. I. R. 360 GHH, 125 HP (750 GPM) - 3rd Level

and all pipes, valves and connections between the reservoirs, and from each reservoir to the pumps and from the pumps to the surface water tanks.

Pumps on the 7th level for mine dewatering.

Three (3) enclosed steel water tanks, namely:

100,000 gallon tank (low-pressure) for Houghton-Hancock system, so called.

200,000 gallon tank (high-pressure) for Painesdale system at Painesdale.

100,000 gallon tank (high-pressure) for Painesdale system at Baltic.

The 12' x 12' cement block chlorinating building at Painesdale and all equipment therein, except the equipment therein belonging to the Village of Houghton.

All pipes, valves and connections in low-pressure system from 100,000 gallon tank at Painesdale to Baltic, where it connects with the Houghton-Hancock main line.

All pipes, valves, hydrants and other connections, including house meters now installed, forming that part of the water system serving Painesdale, Trimountain and Baltic.

All pipes, valves, hydrants and other connections, including house meters now installed, forming that part of the system serving Atlantic Mine, beginning at the connection to the Houghton-Hancock water main at Atlantic Mine.

An electric hoist complete with steel cable and shaft car.

A one-story frame constructed building, size 34.3' x 18.4', composition roof with cedar shingle siding, known as the "Captain's office" in Painesdale.

The combined shafthouse and rockhouse of the No. 4 shaft of the Champion Mine and the electric hoist and auxiliary equipment now serving the No. 4 shaft are expressly excepted from this bill of sale.

To have and to hold the same unto said second party for its own use and benefit.

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IN WITNESS WHEREOF, the said Copper Range Company has caused this bill of sale to be executed by its proper officers, thereunto duly authorized, and its corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered
in Presence of:

COPPER RANGE COMPANY

Jean Arre
Jean Arre

By James Boyd
James Boyd,
President.

Barbara J. Del Prete
Barbara J. Del Prete

And J. Roland Ackroyd
J. Roland Ackroyd,
Secretary.

Barbara J. Del Prete
Barbara J. Del Prete

Thomas P. Lawrence
Thomas P. Lawrence

STATE OF NEW YORK)
CITY OF NEW YORK) ss.
COUNTY OF NEW YORK)

J. Roland Ackroyd, being duly sworn, deposes and says that he is the Secretary of the Copper Range Company, the vendor named in the within bill of sale, that he has knowledge of the facts and that the consideration of said instrument was actual and adequate and that the same was given in good faith for the purposes therein set forth, and not for the purpose of security, or for defrauding creditors of the vendor, or subsequent purchasers.

J. Roland Ackroyd
J. Roland Ackroyd.

Subscribed and sworn to before me this 29 day of Sept, 1967.

Harry Mandel

Notary Public in and for the City of New York,
County of New York and State of New York.

My commission expires: _____

HARRY MANDEL
Notary Public, State of New York
No. 11-29661
Qualified in Greenburgh County
Certificate filed in New York County
Commission Expires March 30, 1969

BILL OF SALE AND CONVEYANCE

NOW COMES the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY and hereby conveys, transfers, assigns and quit claim to the VILLAGE OF SOUTH RANGE all of the following real and personal property:

All water lines, meters, valves, connections, facilities, junctions, equipment, easements, rights-of-way, meter houses, buildings, and all real and personal property of every nature, if any, now owned or possessed by the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY situate within the boundaries of the Village of South Range, specifically including the master meter at the point of entry to the Village.

Copper Range Historical Society

This document is executed in connection with a divestiture by the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY to the VILLAGE OF SOUTH RANGE of some water supply services and both parties hereto agree to execute any and all further documents which may be necessary or convenient to carry out such transfer and assignment of obligations, responsibilities and assets.

Execution of this document was approved by the TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY at a duly called meeting on the _____ day of _____, 1983; by the VILLAGE OF SOUTH RANGE COUNCIL at a duly called meeting on the _____ day of _____, 1983, and by the TOWNSHIP OF ADAMS at a duly called meeting on the _____ day of _____, 1983.

IN THE PRESENCE OF:

SIGNED AND SEALED:

TOWNSHIP OF ADAMS--VILLAGE OF SOUTH RANGE WATER AND SEWAGE AUTHORITY

By: _____
By: _____

VILLAGE OF SOUTH RANGE

By: _____
By: _____

TOWNSHIP OF ADAMS

By: _____
By: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by _____ and _____

_____, the _____ and
of the Township of Adams--Village of South
Range Water and Sewage Authority on behalf of said Authority.

Notary Public
Houghton County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

The foregoing instrument was acknowledged before me this
_____ day of _____, 1983, by _____ and
_____, the _____ and
_____ of the Village of South Range on behalf of
said Village.

Notary Public
Houghton County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

The foregoing instrument was acknowledged before me this
_____ day of _____, 1983, by _____ and
_____, the _____ and
_____ of the Township of Adams on behalf of said
Township.

Notary Public
Houghton County, Michigan
My Commission Expires: