

OPTION TO SELL REAL ESTATE
FOR
THE ISLE ROYALE NATIONAL PARK

THE UNDERSIGNED, hereinafter referred to as the "vendor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby agree for himself, herself, or themselves, or heirs, administrators, executors and assigns, as follows:

(1) That at any time within three (3) months from the date of this instrument, if requested so to do by an authorized representative of the Isle Royale National Park Commission of Michigan, or its nominee hereinafter referred to as the "optionee", the said vendor will sell and at his, her, their, or its own expense, convey, free of all encumbrances whatsoever, to the optionee by proper deed of conveyance with general warranty of title, under conditions hereinafter provided, the complete fee title, or the interest described below, in and to all of that tract or tracts of land situate and lying in the County of _____, State of _____, containing _____, acres, more or less, and more particularly described as follows:

(2) That the price at which said land or interest of the vendor therein will be sold to the optionee as hereinbefore provided shall be \$ _____

(3) That in case the vendor is unable to show and establish title to the above-described lands or interest therein satisfactory to the optionee, then, and in that event, the vendor agrees that, in the discretion of the optionee, condemnation proceedings for the acquisition of said lands or interest therein may be instituted by the proper State or Federal authorities and that the price hereinabove set forth is hereby agreed to as to the value of the vendor's land or interest to be acquired under said condemnation proceedings.

(4) That, at the date of this instrument, the title to said lands or interest of the vendor therein is clear, free and unencumbered, except _____

which said vendor agrees to have released and has the full right, power, and authority to convey to the optionee an unencumbered fee simple title to the aforesaid lands or the interest of the vendor therein.

(5) That, when requested by the proper representative of the optionee, at any time after the exercise of this option in the manner hereinafter specified, the said vendor will promptly at his, her, their or its expense, furnish an abstract of title which shall later be extended to include any instrument subsequently required to be recorded by the optionee in connection with the title to said lands or interest to show unencumbered fee simple title, or a title certificate, and will also record the deed of conveyance and/or other necessary papers made pursuant to this instrument; provided, that if said vendor fails to furnish a proper abstract of title, or title certificate, within sixty (60) days after such request, then the optionee may procure same at the expense of said vendor and deduct the cost thereof from the purchase price hereinabove set forth.

(6) That during the period covered by this instrument the said vendor does hereby grant to the officers and accredited agents and representatives of the optionee, at all proper times, unrestricted right and privilege to survey or enter said lands for all proper and lawful purposes in connection with the negotiations for the acquisition thereof.

(7) That when the optionee shall have approved and signed this option for the purchase of the lands as herein provided and shall have mailed notice thereof to the vendor then, in that event, this instrument shall constitute a contract of bargain and sale between the parties hereto.

(8) That in the event that this contract, after it has been accepted by the Isle Royale National Park Commission, is assigned to the United States, the following Member of Congress clause shall become effective:

"No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing in this paragraph, however, shall invalidate this contract if made with a corporation for its general benefit."

In witness whereof the vendor has set his, her, their or its hand and seal to these presents on this _____ day of _____, 19__

Signed, sealed and delivered	_____ (SEAL)
in the presence of:	_____ (SEAL)
(2 witnesses to each signature)	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)

ASSIGNMENT

For value received the hereinabove option is hereby assigned to the United States of America which is hereby nominated to have and receive the full benefits thereof.

ISLE ROYALE NATIONAL PARK COMMISSION OF
MICHIGAN.

By _____
Secretary.

Approved _____
(Date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

ISLE ROYALE NATIONAL PARK

THIS INDENTURE made and entered into this day of,
19....., by and between the United States of America, acting in this behalf by
..... Assistant Secretary of the Interior, party of the
first part and hereinafter referred to as the "Secretary", and
....., party of the second part, and hereinafter referred to as the
"Lessee":

WITNESSETH:

WHEREAS, the Act of Congress approved March 3, 1931 (46 Stat. 1514),
authorizes the establishment of the Isle Royale National Park in Lake Superior,
Keweenaw County, State of Michigan; and

WHEREAS, the Act of Congress approved February 4, 1932 (47 Stat. 37, 38),
authorizes the Secretary of the Interior to lease lands within Isle Royale
National Park as part consideration in connection with the purchase of said land
for park purposes, not exceeding in length of term the life of the particular
grantor or grantors, subject to terms and conditions approved by the Secretary
of the Interior; and

WHEREAS, the lessee herein did on the day of 19...., execute
a deed conveying to the United States, without cost, the fee simple title to
the following described real estate, situated in the County of Keweenaw, State
of Michigan, to wit:

and

WHEREAS, it is the desire of the parties hereto that the lessee have the use of said real estate during his natural life for residential purposes only.

THEREFORE, it is agreed between the parties hereto, and the Secretary hereby leases to said lessee, the real estate above-described and the buildings erected thereon, to have the use thereof during his or their natural life or lives, or the life of the survivor, subject to the following conditions:

(a) That lessee will refrain from cutting any live, dead or down timber on said premises, the digging of herbs or roots, the opening up of new fields for cultivation, injury or spoliation of any of the natural features on the premises, and engaging in business other than that engaged in with relation to the use of the premises at this time; provided that the lessee may use dead, fallen or ripe and mature timber on the premises, so far as may be necessary, and as marked by the superintendent of the park, for repair or maintenance of buildings and other structures and improvements, and dead or fallen timber for fuel and other purposes essential to the use and enjoyment of the premises, and slashings incidental to such use of dead or fallen timber shall be cleared and disposed of to the satisfaction of the superintendent to eliminate fire hazards.

(b) The lessee and his employees will take all reasonable precaution to prevent forest fires and to keep the premises in a clean and sanitary condition.

(c) That lessee will not assign this lease nor underlet the said premises or any part thereof, or use or occupy the same other than for residential purposes as specified herein, without the consent of the Secretary first had and obtained in writing. It is understood that only land that has been used in the past for growing crops may be used for such purpose and additional land may not be broken, plowed or otherwise tilled without permission in writing from the superintendent.

Any unauthorized assignment or subleasing by the lessee of the premises covered hereby, or any part thereof shall automatically cancel and annul this lease.

(d) No new structure or any addition or alteration or improvement of any kind shall be erected or made on the premises hereby leased without the prior approval of the Secretary in writing, and all improvements made by the lessee upon the leased premises shall, when made, at once be deemed to be attached to the freehold and become the property of the United States on the termination of the lease.

(e) The Secretary shall have the right at all times to enter upon and construct, maintain and operate roads, trails, paths, bridges, automobile parking spaces, toilet houses and other sanitary facilities and electric, telephone, telegraph, water and sewer lines over the land, the use of which is granted hereunder, but not so as to unnecessarily damage or destroy or interfere with the structures, buildings, appurtenances, orchards, or growing crops thereon.

(f) Upon breach of any provision of this lease by the lessee or failure upon lessee's part to conform to the laws of the United States, or any rule or regulation regarding the park whether now in force or hereafter enacted or provided the Secretary may declare this lease void and reenter the said premises, his decision in the matter to be final; but in the event this lease is declared forfeited, the lessee shall have the right within a reasonable time from such declaration of forfeiture, to go on the said premises and remove personal belongings and growing crops of annual culture.

(g) Whenever the Secretary is referred to in this lease it shall be construed to mean his duly authorized representative.

(h) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals the day, month and year aforesaid.

UNITED STATES OF AMERICA

By.....
Director, National Park Service

For.....
Assistant Secretary of the Interior

Two witnesses to signature:

(Sgd.).....

Address

(Sgd.)

Address

.....
Lessee

APPRAISAL SHEET

Date.....

Present Owner.....

Tract No..... Acres.....

Location.....

A. Land

1. Cleared

(a) Under cultivation Acres @ \$..... per Ac. \$.....

(b) Uncultivated Acres @ \$..... per Ac.

2. Uncleared Land

(a) Timber Land Acres @ \$..... per Ac.

(b) Brush and cut over land..... Acres @ \$..... per Ac.

Total Value of Land \$.....

B. Improvements - Present value

1. Dwelling or dwellings \$.....

2. Outbuildings

3. Fences

4. Other tangible values

Total value of improvements \$.....

Total value of land

Total value of property

Remarks.....

.....
.....
.....

Prepared by.....

.....

ISLE ROYALE PROJECT
Report on
PRESENT POSSESSORY RIGHTS

Tract No. _____ Owner _____ Contract No. _____

1. (a) If occupied, name of occupant of premises:

(b) Nature of occupant's right to possession:

2. (a) Evidence of recent building construction:

(b) Outstanding recorded mechanic's, laborer's or materialmen's liens:

3. Do the physical boundaries of the property conform generally with the description in the deed of conveyance? _____

4. (a) If the property is affected by any easement, the nature of such easement:

(b) Public or private? _____

If private, the names of those entitled to enjoy same? _____

5. Other reasons, if any, together with full explanations, why the United States is not entitled to unrestricted possession of the property upon acceptance of title:

Signed _____

Land Purchaser,
National Park Service.

Date: _____