

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 106-D114-4

MAP 5

13

Alex Gildas and wife, Mae

NAME OF GRANTOR

Easement 6-8-56 7-6-56 122 96

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO.

052043 116 540104

FORM 321 MULTH 11714

2245 RIGHT OF WAY 122 PAGE 96

Recorded 6th day of July Parcel #136 A.D. 1956 at 11 o'clock A.M. Liber 122 Page 96 Annabelle Franke Register of Deeds

MICHIGAN STATE Antrim COUNTY Custer TOWNSHIP SECTION 31 T29N R7W MUNICIPALITY

PLAT OR AREA

Alex Gildas, also known as Alexander Gildas & Mae Gildas, his wife, and in her own right first part, in consideration of One Dollar (\$1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Custer, County of Antrim, and State of Michigan, to-wit: The North one-half (1/2) of the Northeast one-quarter (1/4) and the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section thirty-one (31), Township twenty-nine (29) North, Range seven (7) West.

This instrument is given for the sole purpose of correcting and superseding an easement recorded in Liber 116 of Deeds, Page 67, Antrim County Records, it being the intention hereof that said former easement be hereby released and of no further effect.

The route to be taken by said lines of towers, poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party to locate said route on, over and across said above described land, along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 200 feet West of the East line of Section 30, Township 29 North, Range 7 West, at a point not more than 1300 feet nor less than 1100 feet North of the East and West quarter line of said Section, running thence Southwesterly to a point not more than 140 feet East of the North and South quarter line of Section 31 of said Township at a point not more than 90 feet North of the East and West quarter line of said Section, running thence Southwesterly to a point not more than 500 feet nor less than 300 feet West of the North and South quarter line of Section 12, Township 28 North, Range 8 West, at a point not more than 600 feet nor less than 400 feet South of the North line of said Section 12.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and towers, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized. Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand, S., and seal, S., of the part, S., of the first part, this 8th day of June, 1956.

Signed, Sealed and Delivered in Presence of Bessie Branch, Ted M. Branch, Alex Gildas, Mae Gildas

STATE OF MICHIGAN ) On this 8th day of June 1956 before me, a Notary Public of Newaygo County, Michigan, acting in Kent County, personally appeared

Alex Gildas and Mae Gildas

to me known to be the same person S., named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Ted M. Branch Notary Public, Newaygo Co., Mich. My commission expires September 14, 1956

SEE NEXT SHEET FOR SUPERSEDED EASEMENT

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (See Vol. LR4, Exh. 114a, Working Papers) with amounts of 241.00 and journal entries 581.

MAPPED AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Map No. P-15532 Sheet 5 of 9 Sheets  
& Profile No. \_\_\_\_\_ Sheet of Sheets  
Key Map No. \_\_\_\_\_ Sheet of Sheets

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

- 1. Abstract \_\_\_\_\_
- 2. Opinions of Title \_\_\_\_\_
- 3. Title Search Yes
- 4. Mortgage Release Liber 122 P-539
- 5. Tree Vouchers Yes
- 6. Other Documents \_\_\_\_\_

The easement as shown on the caption tract supersedes the following easement:

CONSUMERS POWER COMPANY

TRACT 106-D114-4 CONTINUED

- 1. Alexander Gildas and wife, Mae  
7-7-53 4-26-54 116-67 Esmt.
- 2. Consumers Power Company

ACCOUNT NO. \_\_\_\_\_

MAP \_\_\_\_\_

Y-4

FORM 321 MULTH

RIGHT OF WAY

Parcel No. 136  
 Recorded 26th day of April  
 A. D. 1953 at 8 o'clock a. M.  
 Liber 116 page 67-8  
*Loren O. Deane*  
 Register of Deeds

LIBER 116 PAGE 67

Alexander Gildas and Mae Gildas, his wife, and in her own right, first parties, consideration of One Dollars (\$ 1.00 ) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns. Forever, the easement and right to erect, lay and maintain lines consisting of ~~wires~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel a of land, including all public highways upon or adjacent to said parcels of land, which parcels are situate in the Township of Custer County of Antrim and State of Michigan, to-wit: The North one-half ( $\frac{1}{2}$ ) of the Northeast one-quarter ( $\frac{1}{4}$ ) and the Southwest one-quarter ( $\frac{1}{4}$ ) of the Northeast one-quarter ( $\frac{1}{4}$ ) of Section thirty-one (31), Township twenty-nine (29) North, Range seven (7) West.

*Superseded*

The route to be taken by said lines of ~~wires~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Sec. party may loc. sd. rte. on, over and across sd. abv. desc. land alg. or adj. as near as prac. a line, which sd. line is desc. as beg. at a point not more than 200 ft. West of the East line of Sec. 30, T 29 N, R 7 W, at a point not more than 1300 ft. nor less than 1100 ft. North of the East & West  $\frac{1}{4}$  line of sd. Sec., run. th. Southerly to a point not more than 300 ft. East of the North & South  $\frac{1}{4}$  line of Sec. 31 of sd. Twp. at a point not more than 400 ft. nor less than 200 ft. North of the East & West  $\frac{1}{4}$  line of sd. Sec. 31, th. Southwesterly to a point not more than 500 ft. nor less than 300 ft. West of the North & South  $\frac{1}{4}$  line of Sec. 12, T 28 N, R 8 W, at a point not more than 600 ft. nor less than 400 ft. South of the North line of sd. Sec. 12 with full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~wires~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand S and seals S of the parties S of the first part, this 7th day of July 1953.

Signed, Sealed and Delivered in Presence of

<i>Jesse Mapes</i> Jesse Mapes	}	<i>Alex Gildas</i> Alexander Gildas (L.S.)
<i>Wayne Lanning</i> Wayne Lanning		<i>Mae Gildas</i> Mae Gildas (L.S.)
<i>Evelyn Grumelot</i> Evelyn Grumelot		<i>Alexander Gildas</i> Alexander Gildas (L.S.)
<i>Jesse Mapes</i> Jesse Mapes		(L.S.)

STATE OF MICHIGAN )  
 ) ss. On this 7th day of July 1953  
 County of Antrim ) before me, a Notary Public of Osceola County,  
 Michigan, acting in Antrim County, personally appeared

Mae Gildas,

to me known to be the same person named in and who executed the foregoing instrument, and ~~personally~~ acknowledged the execution of the same to be her free act and deed.

*Jesse Mapes*  
 Notary Public, Osceola Co., Mich.  
 My commission expires April 15, 1955.