

TITLE DATA

CONSUMERS POWER COMPANY <sup>01</sup>

J. Leo Ayre, et al

TRACT 10-D33-4

NAME OF GRANTOR	Easement			
KIND OF INSTRUMENT	5-18-56	11-15-56	174	277
DATE OF INST.				
DATE OF RECORD				
LIBER				26360
PAGE				

ACCOUNT NO. 11546104

MAP

FORM 324 MULT  
#117 SWM

LIBER 174 ~~277~~ 277  
RIGHT OF WAY  
Recorded 15 day of Nov  
A. D. 1956 at 2:12 o'clock P. M.  
Liber 174 Page 277  
George E. Ayre  
Register of Deeds

MICHIGAN Gladwin  
STATE COUNTY  
City of Gladwin 36 T19N R2W  
MUNICIPALITY SECTION TOWN RANGE

J. Leo Ayre and Ruth E. Ayre, his wife and in her own right; George E. Ayre, a single man  
first part, 1956, in 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 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 public highways upon or adjacent to said parcel ... of land, which parcel is situated in the City of Gladwin of Gladwin County of Michigan, to-wit:

A parcel of land situated on the west side of the Southeast one quarter (SE $\frac{1}{4}$ ) of the Southwest one quarter (SW $\frac{1}{4}$ ) of Section 36, T19N R2W as follows: Commencing at a point 80 rods west of the one-quarter ( $\frac{1}{4}$ ) post on the South line of said Section, running thence North 80 rods, thence East 31-1/3 rods, thence South 60 rods, thence West 5-1/3 rods, thence South 20 rods, and thence West 26 rods to the place of beginning, containing 15 acres, more or less.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route North of and along and not more than 30 feet from the South line of said Section 36; also conveying the right to erect and maintain lines of wires leading laterally from said route to the South line of said land.

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 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.

WITNESS the hand, P., and seal, S., of the part 1st of the first part, this 18th day of May, 1956.

Signed, Sealed and Delivered in Presence of  
 Carrie Ayre } George E. Ayre (L.S.)  
 Robert B. Butler } J. Leo Ayre (L.S.)  
 Virgil L. Coy } Ruth E. Ayre (L.S.)  
 Ruth L. Westra } (L.S.)

STATE OF MICHIGAN )  
 ) ss. On this 18th day of May 1956.  
 County of Gladwin ) before me, a Notary Public of Calhoun County, Michigan, acting in Gladwin County, personally appeared

George E. Ayre

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

Robert B. Butler  
 Robert B. Butler

Notary Public, Calhoun Co., Mich.  
 My commission expires February 18, 1960

PLAT OR AREA		BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
		\$ 324 18		\$ 324 18	Original Cost (See IR-4, Vol. 1-B, Exhibit XVIII & Vol. 1-C, Schedule C-1, Working Papers.) (Tract 10-D33)	709	May 1964

MAPPED AND CHECKED

13

Henry R. Card & wf.

TRACT 813-D5-8

Easement

NAME OF GRANTOR

2-12-74

254 | 329

ACCOUNT NO.

MAP 14

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

ROAD TO WIRTZ ROAD

Form 314 7-70



File # 3725 EASEMENT

LIBER 254 PAGE 329

Pcl 18

MICHIGAN

Gladwin

Sage

STATE

COUNTY

TOWNSHIP

13

T 19 N

R 2 W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

Henry R. Card, also known as Henry Card and Luella E. Card, also known as Luella Card, his wife, 3256 Wagarville Road, Gladwin, Michigan

Grantor, in consideration of One and no/100 Dollars (\$1.00) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 W. Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns. Forever, the easement and right to erect, lay and maintain lines consisting of towers, pole structures, poles, or any combination of same, wires, cables, conduits, crossarms and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and electric control circuits and devices on, over, under and across the following described land, including all public highways upon or adjacent to said land, which land is situate in the Township of Sage County of Gladwin and State of Michigan, to-wit:

The North 1/2 of the South 1/2 of the Southwest 1/4 of Section 13, Township 19 North, Range 2 West.

The center line of said line of towers, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

Beginning on the West line of Section 13, Township 19 North, Range 2 West, at a point not more than 110 feet nor less than 70 feet South of the South 1/8 line of said Section, thence Easterly along and not more than 110 feet nor less than 70 feet South of the South 1/8 line of said Section to the North and South 1/4 line of said Section.

Also conveying the full right and authority to Grantee, 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, patrolling, improving, enlarging and maintaining such towers, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and electric control circuits and devices.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush on the land of the Grantor described in this easement within 50 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 40 feet in height on the land of the Grantor described in this easement within 85 feet on either side of the center line of the towers, pole structures or poles. It is expressly agreed that the complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future. Grantee may enter upon said land, from time to time, to cut, trim, remove or otherwise control trees and brush as aforesaid.

It is expressly agreed that, for the protection of said electric line, no buildings or other structures will be placed within 36 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of the electric line.

It is expressly understood that nonuse or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein conveyed.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 12th day of February, 1974.

WITNESSES:

Dennis W. Vanneay, C. H. Quivey

Henry R. Card, Luella E. Card

BALANCE

TRANSFERS

AMOUNT

ITEMS OF COST

JOURNAL ENTRY

DATE

METC

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. \_\_\_\_\_ Sheet of Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet of Sheets  
Survey Map No. \_\_\_\_\_ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

TITLE DATA

CONSUMERS POWER COMPANY

TRACT 813-D5-8 (Contd)

NAME OF GRANTOR

ACCOUNT NO.

MAP

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

925a

LIBER 254 PAGE 330

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Gladwin ) ss.

The foregoing instrument was acknowledged before me this 12th day of February, 1974, by Henry R. Card and Luella E. Card

*Charles H. Quivey*  
Charles H. Quivey  
Notary Public, Jackson County, Michigan  
My commission expires August 16, 1974

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, President of \_\_\_\_\_ a corporation, on behalf of the corporation.

Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_

RECORDED  
STATE OF MICHIGAN  
COUNTY OF GLADWIN

MAR 26 11 44 AM '74

*Jesse Edick*  
REGISTER OF DEEDS

RETURN TO LAND & ELECT. R/W DEPT.  
CONSUMERS POWER COMPANY  
1945 W. PARKHALL ROAD  
JACKSON, MICHIGAN 49201

11695

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 6794 Sheet of Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet of Sheets  
Survey Map No. \_\_\_\_\_ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract \_\_\_\_\_
2. Opinions of Title \_\_\_\_\_
3. Title Search \_\_\_\_\_
4. Mortgage Lapses \_\_\_\_\_
5. Tree Vouchers \_\_\_\_\_
6. Other Documents \_\_\_\_\_