

13

TITLE DATA

CONSUMERS POWER COMPANY

Harold J. Hergenroeder Jr., et al

TRACT 409-D85-26

Easement 2-8-73 4-18-73 168 480

ACCOUNT NO. 1110.5716

MAP 11

GAYLORD-LIVINGSTON

Form 314 7-70

LIBER 16S PAGE 480

Pol. #46

MICHIGAN STATE

OTSEGO COUNTY

LIVINGSTON TOWNSHIP

MUNICIPALITY

31 SECTION

31N TOWN

3W RANGE

PLAT OR AREA

EASEMENT a single man Harold J. Hergenroeder, Jr., also known as Harold Hergenroeder, Jr., 338 E. Main St., Gaylord, MI Marjorie M. Hergenroeder, 338 E. Main Street, Gaylord, Michigan; Fred Hergenroeder, also known as Fred M. Hergenroeder, a single man, 3808 1/2 Mallast Street, Mt. Clemens, 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 Livingston County of Otsego and State of Michigan, to-wit:

The East 25 rods of the South 140 rods of the East 1/2 of the Southeast 1/4 of Section 31, Township 31 North, Range 3 West, excepting therefrom the Boyne City, Gaylord and Alpena Railroad right of way.

SEE NEXT SHEET FOR PRIOR EASEMENT

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 North and South 1/4 line of Section 31, Township 31 North, Range 3 West, at a point not more than 1665 feet nor less than 1565 feet North of the South line of said Section, thence E'ly along and not more than 1665 feet nor less than 1565 feet North of the South line of said Section to a point not more than 100 feet West of the East line of said Section, thence SE'ly along and not more than 70 feet NE'ly of the NE'ly line of the Boyne City, Gaylord and Alpena Railroad right of way, to the South 1/8 line of Section 32 of said Township.

STATE OF MICHIGAN 18TH APRIL 1973 AT 10:00 O'CLOCK

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 70 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 50 feet in height on the land of the Grantor described in this easement within 100 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 8th day of February, 1973.

WITNESSES:

John H. Heacock, Samuel B. Miller, Alfred Hergenroeder, Samuel B. Miller, James M. Appel, Samuel B. Miller

Marjorie M. Hergenroeder, Fred Hergenroeder, Harold J. Hergenroeder, Jr.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. E-11144 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 CS _____
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

NAME OF GRANTOR

ACCOUNT NO.

MAP

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

21825

(INDIVIDUAL ACKNOWLEDGMENT)

LIBER 168 PAGE 481

STATE OF MICHIGAN)
) ss.
County of Otsego)

The foregoing instrument was acknowledged before me this 8th day of February, 1973,
by Marjorie M. Hergenroeder

Samuel B. Miller
Samuel B. Miller
Notary Public, Gratiot County, Michigan
My commission expires December 6, 1975

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of Macomb)

The foregoing instrument was acknowledged before me this 10th day of February, 1973,
by Fred Hergenroeder

Samuel B. Miller
Samuel B. Miller
Notary Public, Gratiot County, Michigan
My commission expires December 6, 1975

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) ss.
County of Otsego)

The foregoing instrument was acknowledged before me this 2nd day of March, 1973,
by Harold J. Hergenroeder, Jr., a single man

~~Resident of Otsego County, Michigan, and a duly authorized representative of the corporation.~~

Samuel B. Miller
Samuel B. Miller
Notary Public, Gratiot County, Michigan
My commission expires December 6, 1975

TITLE DATA

Fred Hergenroeder, et al
NAME OF GRANTOR
Easement 9-11-68 2-17-70 135 85
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO.

MAP

GAYLORD-LIVINGSTON
Form 321 6-68

LIBER 135 PAGE 85

Recorded 17th day of FEB
A.D. 1970 at 9:00 o'clock A.M.
Liber 135 Page 85

Parcel #4

RIGHT OF WAY

Shadow in united by
Register of Deeds

MICHIGAN
STATE

Otsego
COUNTY

Livingston
TOWNSHIP

MUNICIPALITY

31
SECTION

T31N
TOWN

R3W
RANGE

PLAT OR AREA

Fred Hergenroeder, also known as Fred M. Hergenroeder, and Mary Hergenroeder, his wife, 309 Sonia Ave., Madison Heights, Mich.; Marjorie Hergenroeder, 338 E. Main St., Gaylord, 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 Ave., 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, 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 land, including all public highways upon or adjacent to said land, which land is situate in the Township of Livingston County of Otsego and State of Michigan, to-wit:

The East 25 rods of the South 140 rods of the East 1/2 of the Southeast 1/4 of Section 31, Township 31 North, Range 3 West, excepting therefrom the Boyne City, Gaylord and Alpena Railroad right of way.

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:

The center line of said route being Northerly of and along and not more than 166 1/2 ft. nor less than 156 1/2 ft. from the South line of Section 31, Township 31 North, Range 3 West.

Together with 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 cables and conduits and such 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 Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. Grantor agrees that no buildings or other structures will be placed under or over said facilities or within such proximity thereto as to interfere with or threaten to interfere with the construction, operation or maintenance of said facilities. It is expressly understood that non-use 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 authorized.

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

Second party to pay first party for any damage to crops in erecting and maintaining said line of towers, poles and wires.

IN WITNESS WHEREOF, Grantor has executed this instrument this 11th day of September 19 68.

Witnesses:

Floyd V. Wagner
Samuel B. Miller
John H. Heacock
Samuel B. Miller

Fred Hergenroeder
Mary Hergenroeder
Marjorie Hergenroeder

STATE OF MICHIGAN
County of Oakland

On this 11th day of September 19 68, before me, a Notary Public of Otsego County, Michigan, acting in Oakland County, personally appeared Fred Hergenroeder & Mary Hergenroeder to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Samuel B. Miller
Notary Public, Otsego Co., Mich.
My commission expires DECEMBER 12, 1971

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. The table is mostly empty with vertical lines.

ACCOUNT NO. _____

MAP _____

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

197 ²/₁

100 135 50

STATE OF MICHIGAN,)
County of Otsego) ss.

On this 20th day of September 19 69 before me, a Notary Public of Otsego County, Michigan, acting in Otsego County, personally appeared Marjorie Hergenroeder

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.

Samuel B. Miller
Samuel B. Miller
Notary Public, Otsego Co., Mich.

My commission expires December 12, 1971

SEARCHED _____ INDEXED _____
SERIALIZED _____ FILED _____
MICHIGAN DEPARTMENT OF STATE
LANSING, MICHIGAN

RETURN TO LAND & CIV. DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN