

132

Gaylord West, a Limited Partnership

Warranty Deed 10/25/71 10/26/71 149 465

ACCOUNT NO. W.O. #8561

MAP 11

LIVINGSTON-RIGGSVILLE

LIBER 149 PAGE 465

WARRANTY DEED

STATUTORY FORM FOR PARTNERSHIP

STATE OF MICHIGAN COUNTY OF OTSEGO

RECORDED 26th OCT. 1971 AT 2:45

KNOW ALL MEN BY THESE PRESENTS: That Gaylord West, a Limited Partnership a registered co-partnership, the address of which is* 1093 St. Andrews Road, Saginaw, Michigan

Conveys and Warrants to Consumers Power Company

whose street number and postoffice address is 212 West Michigan, Jackson, Michigan

the following described premises situated in the Township of Livingston County of Otsego and State of Michigan, to-wit:

Part of the S. W. 1/4 of Section 32, Town 31 North, Range 3 West, Livingston Township, Otsego County, Michigan, described as commencing at the South 1/4 corner of said Section 32; thence North 0°05'00" East 451.36 feet along the North and South 1/4 line of the Section for a point of beginning; thence North 67°18'42" West 2343.60 feet; thence South 89°04'12" East 2163.79 feet; South 0°05'00" West 868.84 feet along the North and South 1/4 line to the point of beginning, containing 21.58 acres, subject to any part deeded taken or used for highway purposes over the easterly 33 feet thereof and also subject to easements of record for public utilities

together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, for the sum of Seventeen Thousand Four Hundred and 00/100 (\$17,400.00) Dollars SEE NEXT SHEET FOR PRIOR EASEMENT

subject to easements and restrictions of record.

Dated this 25th day of October 1971

Signed in the presence of:

Howard J. Katz, Joanne E. Stewart

Signed by:

PRESTIGE PROPERTIES, INC., a Michigan Corporation, General Partner Jerald M. Batterson, President

STATE OF MICHIGAN COUNTY OF OAKLAND

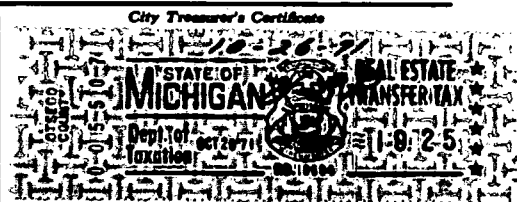
On this 25th day of October 1971 before me personally appeared Jerald M. Batterson, President of Prestige Properties, Inc. who, being by me duly sworn did say that he is a partner (they are partners) of Gaylord West, a Limited Partnership and that the said instrument was signed in behalf of said partnership by authority of its articles of agreement; and the said partner(s) acknowledged the said instrument to be the free act and deed of said partnership.

My Commission expires September 22, 1975

Joanne E. Stewart, Notary Public, Oakland County, Michigan

County Treasurer's Certificate

OTSEGO COUNTY Gaylord, Mich. TREASURER'S OFFICE Oct 26 1971



When recorded return to:

Recording Fee, Drafted by: Howard J. Katz, Business address: 15919 W. 10 Mile Road Southfield, Michigan 48075

*See note re P.A. 1963, No.150, on reverse side.

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Rows are empty.

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1888

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE



GENERAL ENGINEERING MAP REFERENCES

Line Map No. <u>SF 17364</u>	Sheet	of	Sheets
Plan & Photo No. <u>E-11620</u>	Sheet	1	of
Survey Map No. _____	Sheet		of

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

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

TITLE DATA

CONSUMERS POWER COMPANY

Fred M. Hergenroeder, et al

NAME OF GRANTOR

Easement

3-16-51 | 5-23-51 | J | 213 |

KIND OF INSTRUMENT

DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO.

693606 11 550301

TRACT 411-D85-80

MAP 11

MICHIGAN STATE

Otsego COUNTY

Livingston TOWNSHIP

MUNICIPALITY

32 SECTION

T31N TOWN

R3W RANGE

PLAT OR AREA

Parcel No. 123.

Fred M. Hergenroeder, also known as Alfred M. Hergenroeder, and Anne M. Hergenroeder, his wife, and in her own right; Gladys Hergenroeder Robinson; Mathias C. Justin and Betty M. Justin, his wife, and in her own right; Ralph J. Hergenroeder and Genevieve A. Hergenroeder, also known as Genevieve Hergenroeder, his wife; Harold Hergenroeder, also known as Harold John Hergenroeder, and Marjorie Hergenroeder, also known as Marjorie M. Hergenroeder, his wife, of the 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, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors and assigns, Forever, the easement and right to erect and maintain one or more electric transmission lines consisting of steel towers, poles, and/or pole structures and/or underground conduits, wires, cables and distributing appliances for the purpose of conveying and distributing electrical energy to be used for light, heat, power, telephone and/or other purposes, upon, over and along a strip of land six hundred sixty (660) feet wide upon the following described parcel of land in the Township of Livingston, County of Otsego, and State of Michigan, to-wit:

All that part of the South one-half (1/2) of the Southwest one-quarter (1/4) of Section thirty-two (32), Township thirty-one (31) North, Range three (3) West, lying Northerly of the B.C.G & A. Railroad right of way.

The center line of said strip of land being more specifically described as follows:

Beginning on the North and South quarter line of Section 32, Township 31 North, Range 3 West, at a point approximately 990 feet North of the South line of said Section 32, running thence West to the West line of said Section 32 at a point approximately 990 feet North of the South line of said Section.

Together with the right to the party of the second part, its successors or assigns and its employees, to enter at all times upon said premises for the purpose of constructing, repairing, renewing, extending, changing, patrolling and maintaining such towers, poles, pole structures, conduits and other supports, with all necessary crossarms, braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables and/or other conductors for the transmission of electrical energy and for telephone purposes, and to trim or remove any timber and brush standing or growing upon the said strip of land, or on the adjoining premises of the Grantors, which at any time may interfere or threaten to interfere with such lines. It is expressly understood that no buildings or other structures will be placed under such wires or above such pipes or conduits without the written consent of said second party. It is understood that the complete exercise of the rights hereby granted maybe gradual and not fully completed for some time in the future, and that none of the rights herein granted shall be lost by nonuser for any length of time. Second party to pay first party the sum of Fifty Dollars (\$50.00) for each tower; Twenty-five Dollars (\$25.00) for each pole structure; Five Dollars (\$5.00) for each pole set on said land; and at the rate of Eighty Dollars (\$80.00) per mile of length for underground conduits or cables. The same to be paid from time to time as said towers, pole structures and poles are set and underground work laid, and also to pay for any damage to crops in erecting and maintaining said line of towers, pole structures, poles, wires, conduits or cables.

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1956	581)				
July 1957	581)	Original Cost (See Vol. LR4, Exh. 114a, Working Papers)	117.99		117.99
Nov 1957	581)		156.15		274.14
Dec 1962	581	Original Cost (LR4, Exh 114a-1)	178.03		452.17
Nov 1965	521	Original Cost (LR4, Exh 118a-2)			

40 YR. APPT. RECORDED 1970

Ja. (M) 277-D114-8

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. F-16061 Sheet 5 of 5 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

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