

RECORDED IN DEEDS

9689

WARRANTY DEED

Recorded	_____
at _____ o'clock	_____
Liber _____ of Deeds, Page _____	_____
Register of Deeds	_____

This Indenture, made July 29, 1978
BETWEEN

KEITH M. GIDNER and ELLEN A. GIDNER, his wife,
of Route 1, Charlotte, Michigan,

party of the first part,

and

CONSUMERS POWER COMPANY, a Michigan corporation,
212 West Michigan Avenue, Jackson, Michigan 49201, party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of
Seventeen Thousand Six Hundred Twenty and no/100

Dollars (\$17,620.00) to him in hand paid by the said party of the second part, the receipt whereof
is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm
unto the said party of the second part, its successors and assigns, Forever, all that certain piece or parcel of land situate
and being in the Township of Eaton, County of Eaton and State of
Michigan, and described as follows, to-wit:

The West 350 feet of the NE fractional 1/4 of the NW fractional 1/4 of Section 3, T2N, R4W, described as follows: To find the place of beginning of this description commence at the Northwest corner of said section; run thence S 89° 28' 04" E along the North line of said section, 1318.21 feet to the West 1/8 line of said section and the place of beginning of this description; thence continuing S 89° 28' 04" E along said North line of said section, 350.01 feet; thence S 00° 05' 36" W, 1389.27 feet to the North 1/8 line of said section; thence N 89° 47' 49" W along said North 1/8 line of said section, 350.00 feet to the West 1/8 line of said section; thence N 00° 05' 36" E along said West 1/8 line of said section, 1391.28 feet to the place of beginning.

Bearings are based on the North line of Section 3, T2N, R4W, from the Northwest corner of said section to the N 1/4 post of said section assumed as S 89° 28' 04" E.

Also conveying to said party of the second part, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on all that portion of a strip of land 40 feet in width which lies within the NE fractional 1/4 of the NW fractional 1/4 of Section 3, T2N, R4W, along, adjoining, adjacent and measured at right angles to the E'ly line of the premises above described, and standing on all that portion of a strip of land 40 feet in width which lies within the West fractional 1/2 of the NW fractional 1/4 of Section 3, T2N, R4W, excepting therefrom the South 42 acres thereof, along, adjoining, adjacent and measured at right angles to the W'ly line of the premises above described, and also the right to re-enter upon said strips of land, from time to time, to keep said strips of land clear of trees and brush.

Excepting and reserving to first party, his heirs or assigns, the easement and right to cross at right angles said parcel of land in an E'ly and W'ly direction at such places and in such a manner as is mutually satisfactory to both parties so long as said crossing shall not interfere with the use of said land by second party, its successors or assigns. Second party by the acceptance of this instrument, agrees that it will not use said land in such a manner as to prohibit first party from crossing said land.

Also excepting and reserving to first party herein, his heirs or assigns, all oil, gas and other minerals (but not including sand, clay or gravel) in and under said land but without right of surface entry or surface use.



RECORDED

AUG 22 11 30 AM '78

KATHRYN L. BOSWORTH
REGISTER OF DEEDS
EATON COUNTY, MICH.
BY James S. Delaney DEPUTY

Just & Dibble
R/R Dept.
GPC
212 W. Mich. Jackson 49201

19.80

19.80

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out

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Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns, Forever. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

Clady L. Gidner _____
Clady L. Gidner
Keith M. Gidner _____
Keith M. Gidner
Ellen A. Gidner _____
Ellen A. Gidner
Donald A. Sny _____
Donald A. Sny

STATE OF MICHIGAN.

COUNTY OF Eaton

The foregoing instrument was acknowledged before me this 29th day of July, 1978, by Keith M. Gidner and Ellen A. Gidner.

My commission expires September 12, 1978.

Donald A. Sny _____
Donald A. Sny
Jackson
Notary Public,
County, Michigan.

STATE OF MICHIGAN.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____.

My commission expires _____, 19____.

Notary Public,
County, Michigan.

PREPARED BY DAVID R. ROOD
CONSUMERS POWER COMPANY
212 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN

WARRANTY DEED

REGISTER'S OFFICE.

COUNTY OF _____
This instrument was presented and received for record this _____ day of _____, A. D. 19____, at _____ o'clock _____ M., and recorded in Liber _____ of Deeds, on page _____ as a proper certificate was furnished in compliance with Section 3531. Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.

Register of Deeds.

RETURN TO LAND & B/W DEPT.
CONSUMERS POWER COMPANY
BAYNE BUILDING
212 W. MICHIGAN AVENUE
JACKSON, MICHIGAN 49201

Form 345-4-70

Walter M. Gidner and Ellen A. Gidner, his wife, Rt. 1, Box 301, Charlotte, Michigan

[illegible]

The West $\frac{1}{4}$ of the Northeast fractional $\frac{1}{4}$ of the Northwest fractional $\frac{1}{4}$ of Section 33,
Township 2 North, Range 4 West,
Greenbush 2 North, Range 4 West.

OCT 28 11 15 AM '72

Катерина I. 1800-1801

Use of said strip of land being more specifically described as follows:

Eastward of, and approximately 66 feet from the West $1/8$ line of Section 3, Township 2 North, Range 4 West.

Together with the right to trim, remove, destroy or otherwise dispose of any trees, brush and other vegetation now or hereafter existing growing upon the said strip of land, Grantor agrees that other structures will be placed after standing up upon the complete acreage of .984 higher number granted may be judicial and not fully sold right of land; It is further agreed that the complete acreage of .984 higher number shall be lot by metes for any length of time.

Grantee shall, within 30 days prior to completion of the above gas main and premises, pay by currency, check or draft to the then owner of said premises (or deposit for him) the sum and benefit in the sum of _____ the lawful sum of _____ Dollars. Said sum, along with the consideration paid hereto, shall constitute full payment for said gas main and premises and shall be conclusively considered as paid premises for herein. Grantee shall also pay for all damages to crops, trees or fences (or losses in livestock and damage systems, etc.) resulting from the construction of said gas main and premises, and shall be held in a bond as bonded.

The covenants, conditions and agreements herein contained shall apply to and bind the heirs, executors and assigns of the

Relative words shall be read as plural.

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to be executed
 Executable 6th day of April, 1922

WITNESSES:

John A. Huesel	Keith M. Kieover
Richard L. Schubert	Keith M. Oldner
Richard L. Schubert	Ellen A. Oldner

PREPARED BY W. D. TRAPHAGEN, CONSULTING PHYSICIAN '00.
IN THE FOREMAN BUILDING, 140-150 WEST WASHINGTON STREET.

Recorded 3rd day of July, A.D. 1953 at 4:30 o'clock A.M. Liber 306 Page 437

RIGHT OF WAY

Deputy Registrar of Deeds

Keith M. Gidner and Ellen Gidner, his wife

first parties 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 N. 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 ~~conductors~~ 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 parcel of land, which parcel is situate in the Township of Eaton County of Eaton and State of Michigan, to-wit:

The North one-half (1/2) of the Northwest fractional one-quarter (1/4) of Section three (3), Township two (2) North, Range four (4) West.

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:

Second party may 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 on the East and West quarter line of Section 3, Township 2 North, Range 4 West at a point not more than 750 feet nor less than 550 feet East of the West line of said Section, running thence Northeasterly to the West, North and South eighth line of Section 35, Township 3 North; Range 4 West at a point not more than 600 feet nor less than 400 feet North of the East and West quarter line of said Section 35.

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 line, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand and seal of the parties of the first part, this 18th day of March, 1953.

Signed, Sealed and Delivered in Presence of

Harold Cole
H. E. Willits
Harold Cole

Keith M. Gidner (L.S.)
Keith M. Gidner
Ellen Gidner (L.S.)
Ellen Gidner

STATE OF MICHIGAN)
) ss.
County of Eaton)

On this 18th day of March 1953,
before me, a Notary Public of Hillsdale County,
Michigan, acting in Eaton County, personally appeared

Keith M. Gidner and Ellen Gidner

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

Harold E. Willits
Howard E. Willits Hillsdale Co., Mich.
Notary Public,
My commission expires October 23, 1956