

16

TITLE DATA  
Charles Baumgardner and wife, Elzoria  
NAME OF GRANTOR  
Easement  
KIND OF INSTRUMENT  
11-20-56  
DATE OF INST.  
7-2-56  
DATE OF RECORD  
68  
LIBER  
558  
PAGE  
693200

ACCOUNT NO. U. 540104

FORM 321 MULTH

Parcel No. 74-78  
Recorded 2nd day of July  
A. D. 1956 at 9:30 o'clock P. M.  
Liber 68 Page 558  
Theodore H. Shurtz  
Register of Deeds

RIGHT OF WAY

13  
13A

MICHIGAN STATE  
Otsego COUNTY  
Hayes TOWNSHIP  
5 & 4 SECTION  
T30N TOWN  
R4W RANGE

PLAT OR AREA

Charles Baumgardner and Elzoria Baumgardner, his wife.  
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 ~~wooden~~ poles, wires, cables,  
conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a com-  
munication 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 are situate in the Township of Hayes County of Otsego  
and State of Michigan, to-wit:

The Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 4, and the  
Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 5, all being in  
Township thirty (30) North, Range four (4) West.

The route to be taken by said lines of ~~wooden~~ poles, wires, cables and conduits across, over and under said land being more specif-  
ically described as follows:

Second party may locate said route in an Easterly and Westerly direction on, over and  
across said above-described land Northerly of and not more than 700 feet nor less than  
500 feet from 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 ~~wooden~~ 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 trans-  
mission 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 main-  
taining said line of poles and wires.

WITNESS the hand, s. and seal s. of the parties of the first part, this 20th day of  
January 1956.

Signed, Sealed and Delivered in Presence of  
Clare Warner  
James F. Miller  
Charles Baumgardner (L.S.)  
Elzoria Baumgardner (L.S.)

STATE OF MICHIGAN )  
County of Otsego ) ss. On this 20th day of January 1956  
before me, a Notary Public of Cheboygan County,  
Michigan, acting in Otsego County, personally appeared

Charles Baumgardner and Elzoria Baumgardner

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.

James F. Miller  
Notary Public, Cheboygan Co., Mich.  
My commission expires May 21, 1957

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1956	581)	Original Cost (See Vol. LR4, Exh. 114a, Working Papers)	\$ 153.99		
July 1957	581)				
Nov 1957	581)				

MAPPED AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. F-16061 Sheet 4 of 5 Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

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