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TRACT 94-D114-2

MAP 16

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TITLE DATA

Daisy R. Scheffler, et al  
NAME OF GRANTOR  
Easement  
KIND OF INSTRUMENT  
5-26-53  
DATE OF INST.  
12-22-53  
DATE OF RECORD  
71  
LIBER  
42  
PAGE  
401828

ACCOUNT NO. 540104

FORM 321 MULTH

LIBER 71 PAGE 42  
RIGHT OF WAY

Parcel No. 123  
Recorded 22 day of December  
A. D. 1953 at 8:30 o'clock A. M.  
Liber 71 Page 42-43  
Marshall J. M. = Reg  
Register of Deeds

MICHIGAN STATE  
Kalkaska COUNTY  
Clearwater TOWNSHIP  
12 SECTION  
T28N TOWN  
R8W RANGE

PLAT OR AREA

Daisy R. Scheffler; Leo A. Scheffler and Eunice M. Scheffler, his wife;  
Louie H. Scheffler and Marie Scheffler, his wife.  
first part, i.e., 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 con-  
sisting of ~~wires~~, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of trans-  
mitting 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 parcels of land,  
which parcels are situate in the Township of Clearwater County of Kalkaska  
and State of Michigan, to-wit: The North one-half (1/2) of the Southwest one-  
quarter (1/4) and the Southeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section twelve  
(12), Township twenty-eight (28) North, Range eight (8) West, excepting therefrom the West ten  
(10) rods of the North sixteen (16) rods of the Southwest one-quarter (1/4) of said Section twelve  
(12).

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: Sec. party may loc. sd. rte. on, over and across sd. abv.  
desc. land alg. or adj. as near as prac. a line, which sd. line is desc. as beg. at a point not  
more than 500 ft. nor less than 300 ft. West of the North & South 1/4 line of Sec. 12, T28N, R8W,  
at a point not more than 600 ft. nor less than 400 ft. South of the North line of sd. Sec., run,  
th. Southwesterly to a point not more than 600 ft. nor less than 400 ft. East of the East, North  
& South 1/8 line of Sec. 14 of sd. Twp. at a point not more than 900 ft. nor less than 700 ft.  
North of the East & West 1/4 line of sd. Sec. 14.

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 support-  
ing 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, oper-  
ation 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 ex-  
pressly 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 maintaining said  
line of poles and wires.

WITNESS the hand and seal of the parties of the first part, this 26th day  
of May 1953.

Signed, Sealed and Delivered in Presence of  
Jesse Mapes  
Daisy R. Scheffler (L.S.)  
Leo A. Scheffler (L.S.)  
Eunice M. Scheffler (L.S.)  
Louie H. Scheffler (L.S.)  
Marie Scheffler  
Virginia Marshall  
Mary Ellen M. Carthy  
On this 26th day of May 1953  
before me, a Notary Public of Osceola  
Michigan, acting in Kalkaska County, personally appeared

Baisy R. Scheffler, a widow

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 Her free act and deed.  
Jesse Mapes  
Notary Public, Osceola Co., Mich.  
My commission expires April 15, 1955.

SEE NOTE #1 FOR ADDITIONAL TITLE

BALANCE	TRANSFERS	AMOUNT	ITEMS OF COST	JOURNAL ENTRY	DATE
\$ 141.00		\$ 141.00	Original Cost (See Vol. LR4, Exh. 114a, Working Papers)	581	Dec 1956
				581	July 1957
				581	Nov 1957

MAPPED AND CHECKED

**GENERAL ENGINEERING MAP REFERENCES**

Line Map No. P-15532 Sheet 4 of 9 Sheets  
 Plan & Profile No. \_\_\_\_\_ Sheet of Sheets  
 Survey Map No. \_\_\_\_\_ Sheet of Sheets

**OTHER DATA AND NOTES**

NOTE #1 Additional title was acquired for a right of way across the land described on the caption of this tract as follows:

1. Evangeline Scheffler Innis; Ernest C. Scheffler and wife, Violet;  
 Paul S. Scheffler and wife, Ashlin  
                                 6-12-53 12-22-53 71-44 Esmt.
2. Consumers Power Company

**DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS**

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