

16

TRACT 94-D114-2

MAP 16

13

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 _____