

TITLE DATA
Leo H. Holmberg and Lila Holmberg, his wife;
Bernard Lee Seitz and Gail M. Seitz, his wife
NAME OF GRANTOR
Easement 5-5-1961 6-23-1961 185 104

13

ACCOUNT NO. 11,540,104

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

Gaylord - Emmet

497

FORM 321 MULT - 56

Parcel No. 76
Recorded day of
A.D. 19 at o'clock M.
Liber Page

RIGHT OF WAY

Register of Deeds

Leo H. Holmberg and Lila Holmberg, his wife and in her own right; Bernard Lee Seitz and Gail M. Seitz, his wife and in her own right
first part ies, in consideration of One and no/100 Dollars (\$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 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 Melrose, County of Charlevoix, and State of Michigan, to-wit:

The West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section twelve (12), Township thirty-three (33) North, Range five (5) West.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may loc. sd. rte. in a N'y and S'y direc. on, over and acr. said above desc. land, alg. or adj. as near as pract a line, wh. sd. line is desc. as beg. at a point not more than 900 ft. nor less than 700 ft. E of the W line of sd. Sec. 13, T 33 N, R 5 W, at a point not more than 700 ft. nor less than 500 ft. S of the N line of sd. Sec., run. th. N'y to a point not more than 250 ft. north of the S line of Sec. 1 of sd. Twp., at a point not more than 250 ft. E of the W line of sd. Sec. 1.

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, patrolling, improving, enlarging and maintaining such cables, conduits, 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 Eight 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 seals of the parties of the first part, this 5th day of May, 1961.

Signed, Sealed and Delivered, in Presence of

Merritt M. Lesher
James F. Miller
Alma G. Foster
James F. Miller

Leo H. Holmberg (L.S.)
Lila Holmberg (L.S.)
Bernard Lee Seitz (L.S.)
Gail M. Seitz (L.S.)

STATE OF MICHIGAN ) On this 5th day of May 19.61
) ss. before me, a Notary Public of Cheboygan County,
County of Emmet ) Michigan, acting in Emmet County, personally appeared

Leo H. Holmberg and Lila Holmberg

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 6, 1961



Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. Includes entries for Original Cost (IR 4, Exh 114a-1) on Dec 1962 and July 1964.

ENGINEERING MAP REFERENCES

Line Map No. D16428 Sheet 4 of 5 Sheets  
Plan & Profile No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets  
Survey Map No. \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

- 1. Abstract \_\_\_\_\_
- 2. Opinions of Title \_\_\_\_\_
- 3. Title Search YES \_\_\_\_\_
- 4. Mortgage Release \_\_\_\_\_

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STATE OF MICHIGAN )  
County of Wayne } ss

On this 24th day of May, 1961, before me, a Notary Public of Cheboygan County, Michigan, acting in Wayne County, personally appeared Bernard Lee Seitz and Gail M. Seitz to me known to be the same persons 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*  
James F. Miller

Notary Public, Cheboygan County, Michigan

My commission expires April 17, 1965