

Charles Arthur Welbaum and Venita Jeannine Welbaum, his wife

NAME OF GRANTOR easement 8-28-1962 12-25-1963 1162 1 538 1 040006

ACCOUNT NO. 11.540104

MAP 9

Iosco - Alpena

FORM 321 MULTH 56

Parcel No. 110 Recorded day of A.D. 19 at o'clock M. Liber Page

RIGHT OF WAY

Register of Deeds

Charles Arthur Welbaum, also known as Charles Welbaum and Venita Jeannine Welbaum, also known as Venita Welbaum and also known as Venita Jeannine Welbaum, his wife and in her own right; first part 1EA, 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 Warranty 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 Alpena County of Alpena and State of Michigan, to-wit: A parcel of land in the South-west 1/4 of Section 6, Township 30 North, Range 8 East, described as beginning at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section, running thence West along the South, East and West 1/8 line of said Section, to the West, North and South 1/8 line of said Section, running thence South along the West, North and South 1/8 line of said Section, 420 feet to a point, thence South 66° 42' East 1240 feet more or less to the Northwesterly line of State Trunk Line Highway M-171, thence North 48° East along the Northwesterly line of said Trunk Line Highway 196 feet more or less to the North and South 1/4 line of said Section, thence North along the North and South quarter line of said Section to the place of beginning.

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. on, over and acr. sd. 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 600 ft. nor less than 400 ft. E of the W line of Sec. 18, T 30 N, R 8 E, at a point not more than 300 ft. S of the N line of sd. Sec., run. th. NE'ly to a point not more than 950 ft. nor less than 750 ft. S of the N line of Sec. 36, T 31 N, R 7 E, at a point not more than 1400 ft. nor less than 1200 ft. W of the E line of sd. Sec. 36.

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 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 part 1EA of the first part, this 28th day of August, 1962.

Signed, Sealed and Delivered in Presence of

Diane Welbaum Diane Welbaum Ted M. Branch Ted M. Branch

Charles Arthur Welbaum (L.S.) Charles Arthur Welbaum Venita Jeannine Welbaum (L.S.) Venita Jeannine Welbaum

STATE OF MICHIGAN) On this 28th day of August 1962, before me, a Notary Public of Newaygo County, Michigan, acting in Alpena County, personally appeared

Charles Arthur Welbaum and Venita Jeannine Welbaum

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.

Ted M. Branch Ted M. Branch Notary Public, Newaygo Co., Mich. My commission expires September 14, 1964

Table with columns: MICHIGAN STATE, Alpena COUNTY, Alpena TOWNSHIP, 6 SECTION, T 30 N TOWN, R 8 E RANGE, MUNICIPALITY

Main table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes entries for Original Cost (IR4, Exh 103a-5) and journal entries 581 and 521.

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16462 Sheet 7 of 8 Sheets
Plan & Profile No. _____ Sheet _____ of _____ Sheets
Survey Map No. _____ Sheet _____ of _____ Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Ordinance _____
3. Title Search _____
4. Mortgage Release _____

Subj. to Onty. L. 81 P. 287