

RIGHT OF WAY EASEMENT  
NORTHERN MICHIGAN ELECTRIC COOPERATIVE, INC. TRANSMISSION LINES

AL 148

KNOW ALL MEN BY THESE PRESENTS, That JAMES L WRIGHT AND BARBARA S WRIGHT (H&W)  
BERNICE M FALKNER A WIDOW Whose Address Is: 2288 NORTON RD STOW  
ORIO 44224 AND 6580 RT 2 M32 W ALPENA RESPECTIVELY (single); (husband and wife) in  
consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, do hereby grant, warrant and convey unto  
NORTHERN MICHIGAN ELECTRIC COOPERATIVE, INCORPORATED, a non-profit corporation incorporated under the laws of the  
State of Michigan, with offices at 1050 east Division, Boyne City, Michigan, its successors and assigns, the perpetual right to enter upon  
and to place, construct, operate, repair, maintain, relocate and replace electric transmission or distribution lines and any buried  
grounding system therefor, upon lands situated in the County of ALPENA, State of Michigan, and  
particularly described as follows: A strip of land one hundred (100) feet in width, being fifty (50) feet upon each side of the center of the  
electric transmission line to be erected upon, under, over or across the THAT PART OF THE NORTH HALF OF THE  
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING EAST OF THE LOWER  
SOUTH BRANCH OF THE THUNDER BAY RIVER, THAT PART OF THE NORTHEAST QUARTER  
OF THE SOUTHWEST QUARTER LYING EAST OF SAID RIVER AND THAT PART OF THE  
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF SAID  
RIVER ALL IN SECTION 21 TOWN 31 NORTH RANGE 7 EAST. THE  
CENTER LINE OF THE TRANSMISSION LINE TO BE PARALLEL TO  
AND THIRTY FEET SOUTH OF THE EXISTING NORTHERN MICHIGAN  
ELECTRIC COOPERATIVE 64KV ELECTRIC TRANSMISSION LINE.

Sections (s) 21, Township 31 NORTH, Range 7 EAST; together with all the rights and  
privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes above described including, but not limited to,  
to the right of ingress and egress to and from said strip: and also the right to cut, trim, remove, destroy or further control all trees, brush  
or shrubbery, upon said strip and upon and adjacent to said strip and in or upon all streets, roads, or highways on or abutting said lands, to  
the extent necessary to keep them clear of said electric transmission line or system, and to cut down from time to time all dead, weak,  
leaning or dangerous trees that are tall enough to strike the wires when falling, and further agree to the joint use or occupancy of the line  
or system by any other person, association or corporation for electrical or telephone purposes.

To Have and To Hold the same to Northern Michigan Electric Cooperative, Incorporated, its successors and assigns, Forever. The under-  
designed agree that all poles, wires and other facilities, installed on the above-described lands at the Cooperative's expense, shall remain  
the property of the Cooperative, removable at the option of the Cooperative.

The Cooperative agrees to pay the undersigned for the privileges herein granted, when said line or system has been completely con-  
structed, ~~( ) for each pole and~~  
~~( ) for each anchor of said line or system located within the boundaries of said lands or in the event no poles or~~  
~~anchors are located on said lands; One Dollar (\$1.00) for each 100 feet or fraction thereof of overhang over said lands.~~

FIFTEEN DOLLAR PER ROD FOR THE DISTANCE THE TRANSMISSION  
LINE IS ON THE WITHIN DESCRIBED PROPERTY

All damages to fences and growing crops caused by the negligence of the grantee in maintaining, replacing or repairing the installations  
above mentioned shall be borne by the grantee.

Grantor covenants and agrees that no buildings or other structures shall be placed on, under or over the easement herein granted without  
first obtaining the written consent of the Grantee. It is expressly understood that non-use or a limited use of this easement by Grantee  
shall not prevent Grantee from later making use of the easement to the full extent herein authorized.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of en-  
cumbrances and liens of whatsoever character except those held by the following:

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

WITNESS the hands and seals of the grantors this 12 day of JUNE, 19 79. Signed, Sealed and  
Delivered in the Presence of:

Ira Davis L.S.  
Edward A. Thurston L.S.  
EDWARD A. THURSTON  
James L. Wright L.S.  
BARBARA S. WRIGHT L.S.  
Bernice M. Falkner L.S.  
BERNICE M. FALKNER

In consideration of \$1.00 and other considerations, the undersigned, hereby adopt and join in the execution of the above and foregoing  
grant and consent to the enjoyment by the Grantee herein of the rights granted by said grant, and confirm and ratify the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ ALPENA COUNTY, MI.  
I.S.

RECORDED  
JUL 19 12 55 PM '78  
L.S.

STATE OF MICHIGAN  
COUNTY OF ALPENA )  
JSS

On this 12<sup>th</sup> day of JUNE, 19 79, before me, a Notary Public in and for said County, appeared  
JAMES L. WRIGHT AND BARBARA S. WRIGHT, ASSIGNED TO THE HANDS OF BERNICE M. FALKNER  
to me known to be the persons described in and who executed the within instrument and who duly acknowledged the same to  
be their free act and deed.

Drafted by  
EDWARD A. THURSTON, R/W Dept.  
North. Mich. Elect. CO-OP  
Boyne City, Michigan  
Notary Public, EDWARD A. THURSTON County, Michigan  
Notary Public, Charlevoix Co., MI.  
My Commission Expires 1-21-81  
ACTING IN ALPENA COUNTY