

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

KNOW ALL MEN BY THESE PRESENTS, That ALBERT SOMMERFIELD
HILDA SOMMERFIELD Whose Address Is: _____
LEWISTON, MICH (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

E 1/2 of SW 1/4
TRANSMISSION LINE TO BE ERECTED 30 FT. SOUTH OF THE
EXISTING 69 K.V. LINE OF NORTHERN MICH ELECTRIC COOP

Recorded April 6, 1978
at 12:42 o'clock P.M., Liber 225 Page 121
Cresley Sommerfeld Reg. of Deeds
m. s.

Sections (s) 20, Township T31N, Range R7E; 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, 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 undersigned 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 constructed, _____ 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.

15.00 PER ROD

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 encumbrances 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 23rd day of FEB, 19 78. Signed, Sealed and Delivered in the Presence of:

Richard D. Love Albert Sommerfeld L.S.
KIRKARD D LOVE HILDA SOMMERFIELD L.S.
IRA L. DAVIS HILDA SOMMERFIELD L.S.

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 _____ L.S.
_____ L.S.

ACKNOWLEDGEMENTS
IRA L. DAVIS
Notary Public, Charlevoix County, Mich.
My Commission Expires Oct. 8, 1978.

STATE OF MICHIGAN
COUNTY OF MONTMORENCY)
On this 23rd day of FEB, 19 78, before me, a Notary Public in and for said County, personally appeared
ALBERT SOMMERFIELD & HILDA SOMMERFIELD

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:
IRA L. DAVIS R/W Coord
North Mich. Elec. Co-op.
Boyne City, Michigan

Ira L. Davis
Notary Public, CHARLEVOIX County, Michigan
My Commission expires OCT. 8, 1978
ACTING IN MONTMORENCY COUNTY