

LIBER 57 PAGE 612  
RIGHT OF WAY

Parcel No. 2

Recorded 12th day of May  
A.D. 1954 at 8 o'clock A.M.  
Liber 57 Page 612Mia Bell Humphrey  
Register of Deeds

Frank L. Tomlinson and Lillian M. Tomlinson, his wife, and in her own right first part, i.e., in consideration of One 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 ~~wires~~ 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 situate in the Township of Delhi County of Ingham and State of Michigan, to-wit:

The East 1/2 of the Southeast 1/4 of Section 13, except the North 12 acres thereof, in Township 3 North, Range 2 West.

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:

Second party may locate said route West of and along and not more than 75 feet from the center line of the highway on the East side of said above described land; also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the East line of said land.

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 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 first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand, S. and seal S. of the first part, this 14th day of March, 1954.

Signed, Sealed and Delivered in Presence of

Charles B. Connor  
Charles B. Connor

Kirby E. Tomlinson  
Kirby E. Tomlinson

Claude G. Hickey  
Claude G. Hickey

Frank L. Tomlinson  
Frank L. Tomlinson (L.S.)

Lillian M. Tomlinson  
Lillian M. Tomlinson (L.S.)

(L.S.)

(L.S.)

STATE OF MICHIGAN )  
County of Ingham ) ss.

On this 14th day of March 1954,  
before me, a Notary Public of Ingham County, personally appeared

Frank L. Tomlinson and Lillian M. Tomlinson

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.

Claude G. Hickey  
Claude G. Hickey

Notary Public,  
My commission expires  
CLAUDE G. HICKEY  
Notary Public, Ingham County, Mich.  
My Commission Expires Dec. 4, 1957