

CORPORATE REAL ESTATE SERVICES

Project No.: NO0064 Property Name: Towerline

Date:

August 9, 1994

To:

Ava D. Thrower

Records Center

From:

Oneida King M

Subject:

Parking Letter

Attached are papers related to a letter, dated April 20, 1994 from Detroit Edison to Mr. Donald J. Walker, whose address is 3311 W. Drahner Road, Oxford, Michigan 48371. The letter is granting permission to park cars under the 120KV line.

The easement is located between M.P. 9.18 and M.P. 11.72 in Orion Township, Oakland County.

The document preparation fee was received on April 20, 1994 in the amount of \$120.00 and forwarded to Cash Management and credited to Work Order 821AD640.

Please incorporate these papers into Right of Way file no.12226.

Attachments

cc:

D. Doubly

J. D. McDonald W. D. Spencer



April 20, 1994

Mr. Donald J. Walker 3311 W. Drahner Road Oxford, Michigan 48371

RE: Parking Encroachment located in Section 9, Orion Township, Oakland County

Dear Mr. Walker:

Our Transmission and Technical Services Organizational Unit has reviewed your proposed site drawing and the relationship of your plan to our towerline easement.

No buildings or structures shall be allowed within the limits of our towerline easement, and all clearances must have a minimum requirement of 28 feet.

We have no objection to the driveway and parking on our easement subject to your acceptance of the following conditions:

- The Detroit Edison Company will not be held liable for any inconvenience
 or damage caused by the presence, operation or maintenance of its overhead
 lines. You will at all times indemnify and save harmless The Detroit Edison
 Company against any and all damages, losses, demands, claims, suits, costs
 and other expenses caused either wholly or in part, directly or indirectly by
 you or your contractor's use of the property.
- Trash dumpsters must not be located within the easement.
- Landscaping within the easement must be limited to low growing tree and shrub varieties. For planting recommendations, call the General Supervisor, Property and Contract Services, System Maintenance and Modification at (313) 897-0446.

- Your use of the easement is in accordance with any rules and ordinances of any governmental agency having jurisdiction over the property.
- Any changes to this plan must again be submitted to Corporate Real Estate Services for review by the Transmission and Technical Services Organizational Unit.

Please acknowledge your acceptance by signing and returning one copy of this letter.

Sincerely,

Michael C. Venetis, Supervisor Corporate Real Estate Services

OLK

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m e m o r	a n d v m	DATE April 8	19 94
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DE 963-2087 3-71 SS (MS-1) THE DETROIT EDISON COMPANY	GNATURE	DAT	E.
		· · · · ·	

SENDER:

RECIPIENT:

REMOVE YELLOW COPY - FORWARD WHITE & PINK RETURN PINK COPY - RETAIN WHITE FOR FILE

SUPERIOR GRAPHICS • (313) 946-1191

Detroit Redison)co.	SERVICE ORDER NO.
Detroit Pedison REMITTED BY Sonald	Halker .	
J . X	ehner Ad.	No belle
IN PAYMENT OF STRING (mcloachment,	nion Jugo, county
WORK ORDERS	DATE 4-20	1
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DONALD J. OR JUDY WALKER 3311 W. DRAHNER RD. OXFORD, MI 48371 PAY TO THE RANGE CONTROL ORDER OF LAUDER ST. SUN.		19 \$ QO100
DONALD J. OR JUDY WALKER 3311 W. DRAHNER RD. OXFORD, MI 48371 PAY TO THE ROLL CONTROL ORDER OF	4.18	19 \$ QO100

BLOOMFIELD HILLS, MICHIGAN 48013 Richard A. Campbell, Esq. (313) 647-2171 — (313) 338-7135

Policy Issuing Agent for Security Union Title Insurance Company a California Corporation

REVISED File No. <u>F-99985-0</u>

Security Union Title Insurance Company hereby agrees to issue a policy of title insurance as herein after set forth upon satisfactory compliance with the requirements herein set forth and upon payment of the prescribed premium. If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject property which may arise after the date hereof and which have not been eliminated to our satisfaction. All policies are subject to the printed conditions contained in the policy form. Owners' and Loan Policies With Exceptions will be issued with standard exceptions as shown herein.

FORM OF POLICY TO BE ISSUED

ALTA OWNERS POLICY	ALTA LOAN POLICY - 1970 Without Exceptions	ALTA LOAN POLICY - 1970 With Exceptions
\$150,000.00	\$	\$

PARTY TO BE INSURED (Owner's Policy) Donald J. Walker and Donald E. Milosch and Mark R. Milosch

PARTY TO BE INSURED (Mortgage Policy)

DESCRIPTION OF REAL ESTATE

Situated in Township of Orion Oakland County, Michigan

Lot(s) 35, "Supervisor's Plat of Randall Beach Park Addition", as recorded in Liber 53, Page(s) 20 of Plats, Oakland County Records.

Re: 1761 West Clarkston Tax Item No. 09-16-226-001

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES AND REQUIREMENTS FOR ISSUANCE OF POLICY

- Owners: Randall Pike and Doris Jean Pike, his wife. REQUIREMENT: RECORD DEED FROM ABOVE OWNER(S) TO DONALD J. WALKER, DONALD E. MILOSCH AND MARK R. MILOSCH.
- 2. Mortgage for the sum of \$30,000.00 executed by Randall A. Pike and Doris Jean Pike, also known as Doris J. Pike, his wife to Oxford Bank, dated August 22, 1986 and recorded September 25, 1986 in Liber 9561 on Page 571, Oakland County Records. REQUIREMENT: RECORD SATISFACTORY DISCHARGE OF THE ABOVE MORTGAGE OR IT WILL BE SHOWN ON FINAL POLICY.
- Easement granted to the Detroit Edison Company running Westerly and Southwesterly of and adjacent to the West line of a railroad right of way as recorded in Liber 2367, Page 114, Oakland County Records. REQUIREMENT: NONE. ABOVE TO BE SHOWN ON FINAL POLICY.
- 4. TAXES:
 1989 Taxes DUE \$1,463.31, plus penalty and interest
 1990 July Partial School Tax DUE \$702.22, plus penalty and interest
 Special Assessments None.
 REQUIREMENT: PAY ABOVE TAXES AND/OR ASSESSMENTS OR SAME TO BE SHOWN IN FINAL POLICY.

NOTE: Valid only when Standard Exceptions Rider (Form Number MIP-0381) is attached.

This commitment is valid and binding for a period of six months from October 12 19 90 At 8:00 A M

Countersigned by Mary Countersigned Signatory (Page 1)

October 26, 1990 Examined by Mary Ann LePage #10182

RECORDED RIGHT OF WAY NO. _ |

RIGHT OF WAY FILE No. 12226

OVERHEAD WIRES

•	THIS LICENSE, effective the 3rd day of	of	January	, 19. 49 .
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	wi	TNESSET	Н:	
	That the GRAND TRUNK MESTERN BAIL	ROAD COMPANY		
•				hereinofte
Ţ	alled the "Licensor," licenses and permits the Diversit 26, Highigan,			h
,	Licensee," to install, maintain and use a power	r line gons:	sting of 120 K.V.	steel tower
•	rith supporting poles, towers, and appurtenances racks of the Licensor ** between M.P. 9.18	s, overhead, unc	on, along and (or) geros	the right of more and
i	the County of Oakland	CA . A.	· · · · · · · · · · · · · · · · · · ·	orage. Townsoaps
-	he particular character and location of said facilit hich is hereby made a part hereof.	ties hereby licer	sor nsed being indicated on t	he attached blue print
t]	This license is granted upon the following term arough its duly authorized officials.	ns, assent to wh	ich is signified by the sig	nature of the Licensee
	1. The Licensor shall be put to no expense wh	atever in instal	ling, maintaining, repairi	ng, renewing or remov-
ir	g the said line so be borne by the Licensee.	and the other fa	acilities hereby licensed.	All expense thereof is
	2. Said line shall b	o installed and	4.4 a.4 a. 11.4	
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		ued, erected or	maintained with less th	an a lateral clearance
OI	feet from the nearest	rail of any trac	k of the Licensor, and ea	ich and all of the said
\mathbf{R}	ected and thereafter maintained at all times in p bject to the approval and inspection of the Lice ailway Telegraph Service, and also in a manner a	ensor's Chief E and according to	I of repair and in a manningineer and the Licenson the specifications and	er satisfactory to and r's Superintendent of
Án	thorities having State and Local jurisdiction over	r such lines in s	aid State of	higan
'n	3. In case of any inductive interference with the terference in any way with the maintenance, oper	ration or use by	the Licensor of its right	of way, tracks, struc-
tu to	res, or other property, or property in its care, re wers and their appurtenances hereby licensed, the y steps necessary to eliminate such interference.	sulting from th	. 17470.00.00	
	4. The Licensee hereby indemnifies and agree operty of the Licensor, Licensee or third parties, or the Licensor, Licensee, employees of Licensee or the company of the Licensee or the License	r third parties	pay any money to perso	ns whether employees
rei	noval of the facilities hereby licensed, or by reason	of the sagging	or breaking of said	DOWOY
lin	e, or by reason of the condition of said.	T	line and other facilities b	ereby licensed or by
rea the pro any is a	son of said	her facilities beinty shall include Federal statute emises. The Lid said injury or de	ng over, along, across or a liability for injury and on a stand shall be in force are ensee undertakes and agramage the Licensee will,	on the right of way of lamage to persons or ad effect regardless of ees that in case claim
	5. This license is given for the period of one year	ar and thereafte	er from year to year, but	at all times the same
Tax	y be revoked by the Licensor, or cancelled by the ice of such intention, any notice to be given to the Commissioner, at Detroit, Michigan, who, it vided, further, that the Licensor may at any time	Licensee, upon Licensor hereu	nder to be addressed only	ys' previous written to its Property and
				*

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said Licensor's premises in a neat, clean and level condition. If the Licensee shall fail so to do within twenty (20) days after the cancellation or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

year o	For the privileges herein of the continuation of this lice after, annually, in advance, the	ense, the sum of FIFTY D	OLLANS (\$50,00)	and
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**************************************		WITNESS W		rties hereto	have execute	ed the within license	e, effective as of t	he day and
		sealed and de resence of:		0	GR.	AND TRUIK WELFE	RN RATEROAD	JOHPANY-
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749		CHIEF ENGIN	KER LR.		ļ		i	RECOR
	LICENSE	FROM	TO		FOR	AT	Date Expires Rental.	RECORDED R/W FILE NO. 12-26

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DE FORM 963-2087 MS-1	THE DETROIT EDISON COMPANY	SIGNATURE		DATE	6
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RETURN PINK COPY - RETAIN WHITE FOR FILE

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	THE DETROIT EDISON COMPANY	SIGNATURE		DATE
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			yes.	

RETURN PINK COPY - RETAIN WHITE FOR FILE

REMOVE YELLOW COPY - FORWARD WHITE & PINK

131 W. Lafayette Blvd. Detroit, Michigan 48226 (313) 237-4646 January 7, 1987

Mr. R. R. Tewksbury, Director Real Estate & Right of Way Department Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226 JAN9 1987

RECEIVED

JAN9 1987

RECEIVED

Dear Mr. Tewksbury:

We have sold our abandoned right of way and trackage from a point 350 feet south of the centerline of Scripps Road northerly to the South line of Indianwood Road through Sections 16, 9 and 4 of Orion Township, Oakland County, Michigan, to Mr. Boyd S. Aldridge of The Orion Express Railroad, Inc. The sale closed on December 17, 1986.

Permit No. 180 dated January 17, 1949 at a rental of \$5.00 per annum and Permit No. 422 dated November 21, 1966 at a rental of \$10.00 per annum have been cancelled effective December 17, 1986. Licence Agreement dated August 1, 1929 at a rental of \$1.00 per annum has also been cancelled effective December 17, 1986.

at a rental of \$50.00 per annum covers facilities on the right of way we have sold and also on right of way that we still own north of Indianwood Road. Rather than prepare a new agreement for the facilities remaining on property we still own, this license will remain in effect.

Yours very truly,

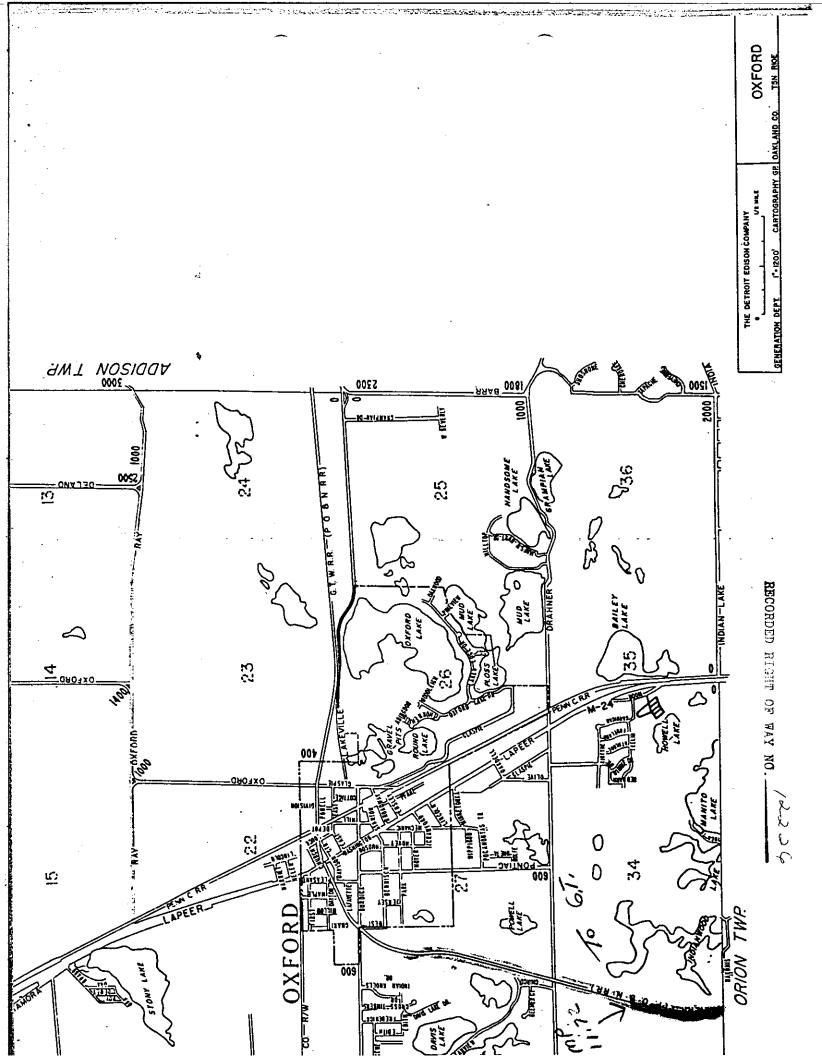
T. J//Rigle

Manager, Propertty Management

TUR:bb

cc: Mr. Boyd S. Aldridge 1081 Indianwood Road

Lake Orion, Michigan 48035



James To 1940

Form G. T. R. 3977

OVERHEAD WIRES

3rd

day of

THIS LICENSE, effective the

WITNESSETH:	
That the GRAND TRUNK WESTERN BAILROAD COMPANY.	
, herein	after
called the "Licensor," licenses and permits the DETROIT EDISON COMPANY, 2000 Second Avenue.	
Detroit 26. Michigan. hereinafter calle	d the
"Licensee," to install, maintain and use a power line consisting of 120 K.V. steel tower in the licenses (actual occupancy two (2) steel towers & 3,000 lineal feet of overhead with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way tracks of the Licensor as between M.P. 9.18 and M.P. 11.72 in Oxford and Orion Township	y and
in the County of	
the particular character and location of said facilities hereby licensed being indicated on the attached blue which is hereby made a part hereof.	print
This license is granted upon the following terms, assent to which is signified by the signature of the Licenthrough its duly authorized officials.	ensee,
1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or re	mov-
ing the said line and the other facilities hereby licensed. All expense ther to be borne by the Licensee.	eof is
2. Saidline shall be installed, erected and at all times maintained at an elev	ation
of not less thanfeet above the top of the rails of the Licensor's tracks, and no anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clear	pole, rance
offeet from the nearest rail of any track of the Licensor, and each and all of the	e said
erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintender Railway Telegraph Service, and also in a manner and according to the specifications and approval of the process.	o and ent of public
uthorities having State and Local jurisdiction over such lines in said State of Kichigan	•
3. In case of any inductive interference with the telegraph or telephone wires of the Licensor, or in case of the Licensor of its right of way, tracks,	struc-
tures, or other property, or property in its care, resulting from the line, potowers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to any steps necessary to eliminate such interference.	les or o take
4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any leproperty of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employers of the Licensee, employees of Licensee or third parties, based upon the proof or allegation that person or property has been injured or damaged by reason of the installation, maintenance, repair, renew	loyees it any wal or
removal of the facilities hereby licensed, or by reason of the sagging or breaking of said.	
line, or by reason of the condition of said.	
reason of saidline and other facilities being over, along, across or on the right of value Licensor, no matter how caused. This indemnity shall include liability for injury and damage to person property arising under the common law, or State or Federal statutes, and shall be in force and effect regard any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case	ons or less of

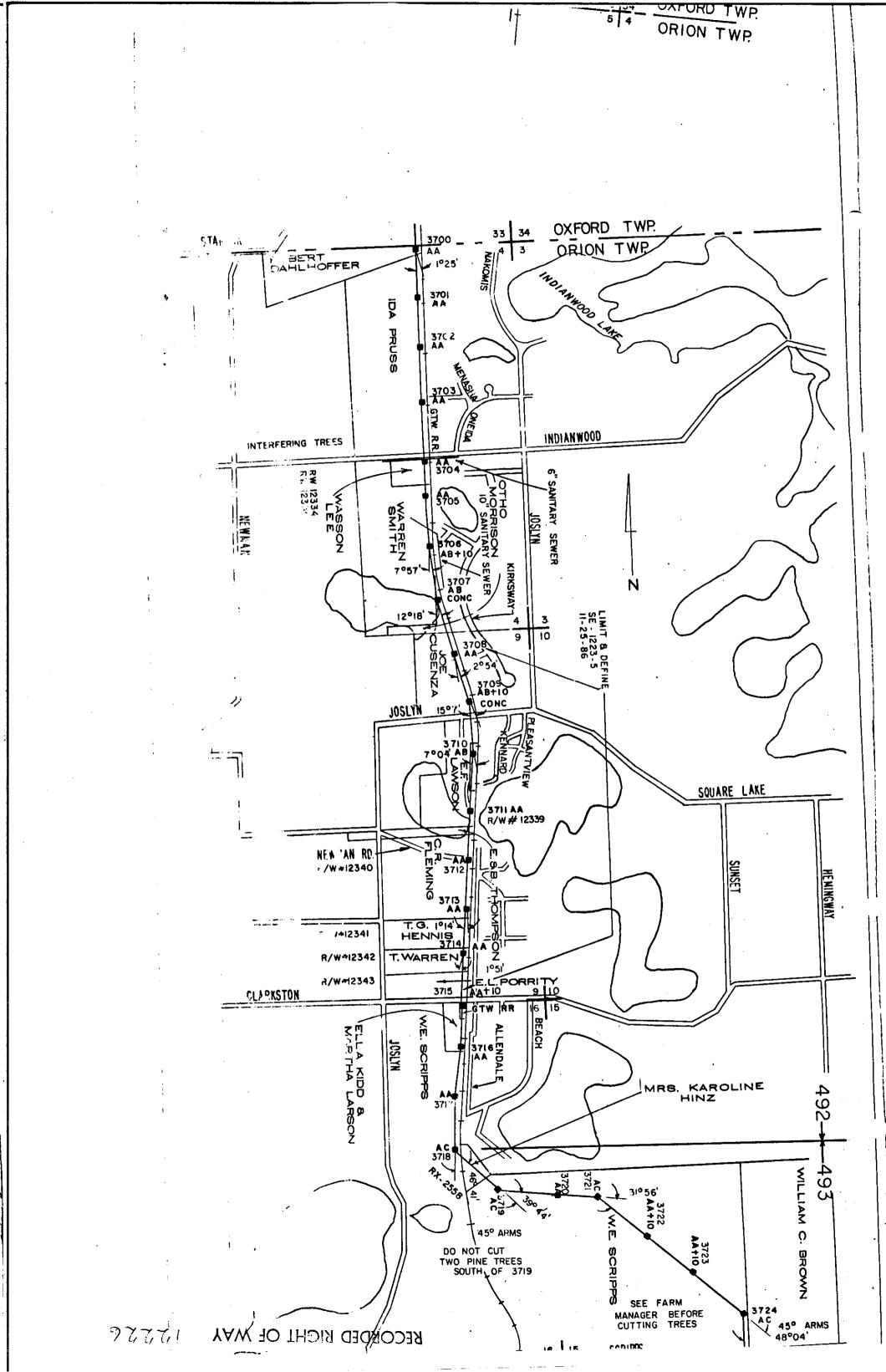
5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon See Clause 8 days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, who, it is understood, constitutes its agent for such purpose, and provided, further, that the Licensor may at any time designate another agent for such purpose.

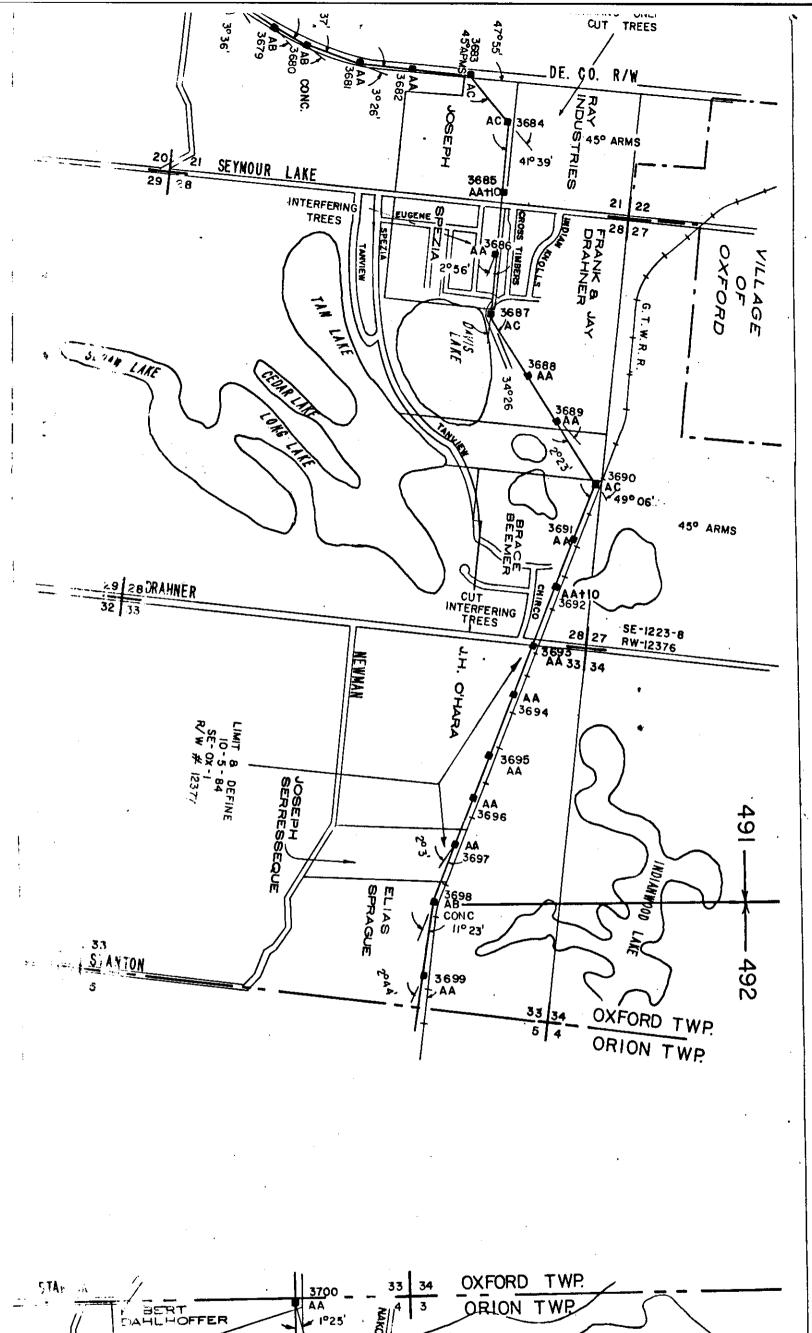
is made or suit is instituted against the Licensor for said injury or damage the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its sole cost and expense and without expense to the Licensor and

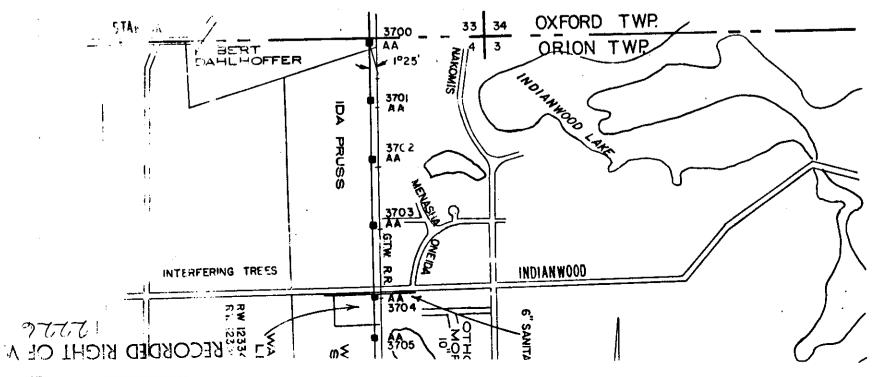
will pay any judgment rendered therein together with costs of court.

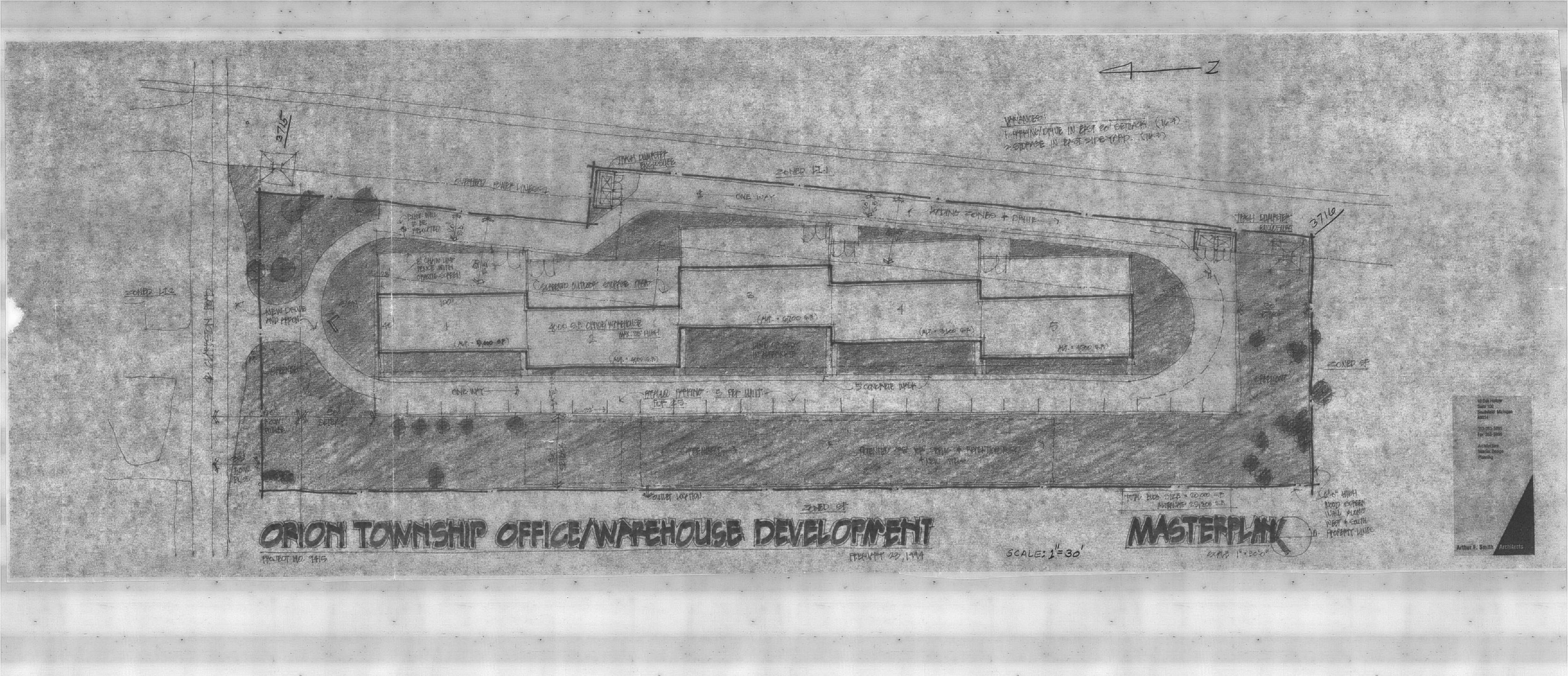
6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said line, and its other facilities hereby licensed, from the land of the Licensor, leaving the Licensor's premises in a neat, clean and level condition. If the Licensee shall fail so to do within twenty (20) days after the cancellation or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

7. For the privileges year of the continuation of thereafter, annually, in ad-	this license, the sum	of FIFTY DOLLAR	13 (\$50,00) -	or, in advance, for the	and
8. It is specific to all of the terms herete dated the 29t	end conditions o				
					;
	REOF, the parties her	reto have executed	the within license	e, effective as of the day	and
year first above written. Signed, sealed and delivered in the presence of:	ed 0	GRAN	TRUMK WELFE	RN RAILROAD COMPAI	·I-
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APPROVED	Bulon	ВУ	Right of I	A. Daylor	ADED R
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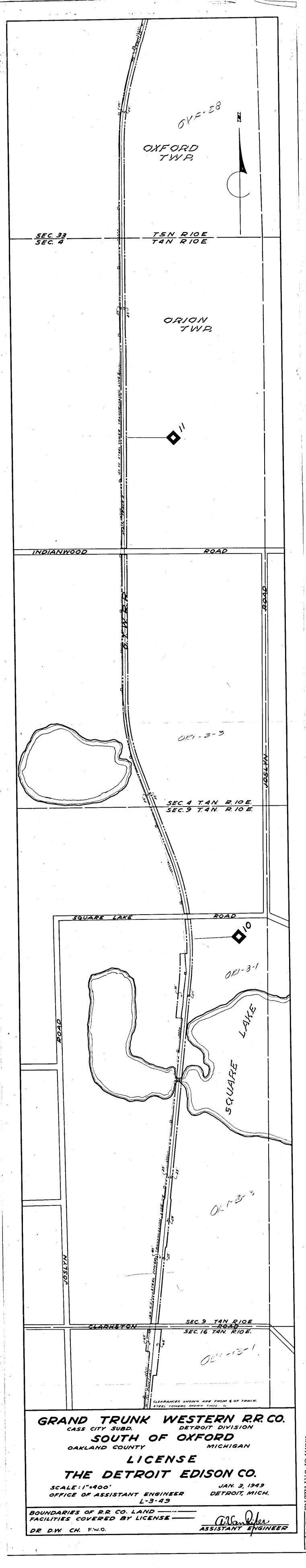






RECORDED RIGHT OF WAY NO. 1333 6

·),



THIS IS THE PLAN REFERRED TO IN THE HEREONTO ANNEXED License

day of January, 1949 DATED 3rd

THE DETROIT EDISON COMPANY-

WITNESS XX

OXF-28

061-3-3,8-148-3

HT OF WAY FILE No.