

Detroit  
Edison

REAL ESTATE AND RIGHTS OF WAY

Project No. GO 1316  
Property Name Rochester Hills  
Executive Park

Date: March 9, 1988  
To: Vicki Sullivan  
Supervisor  
Records Center  
From: Brenda L. Golson  
Subject: Joint Right of Way to Detroit  
Edison and Michigan Bell

Attached are papers related to the Joint R/W agreement, dated November 6, 1987, from Consumers Power to Detroit Edison and Michigan Bell for a Joint R/W located in the City of Rochester Hills, Section 29, Oakland County, Michigan.

A \$200 document preparation fee was paid to Consumers Power.

The Joint R/W was negotiated by T. H. Beagan.

Please incorporate these papers into the appropriate Records Center file.

Approved:

Barbara A. Fulton  
Barbara A. Fulton  
Supervisor, Real Estate Services

/BLG

attachments

cc: R. A. Gloger  
A. L. Heitsch  
J. D. McDonald

Serving Customers

*We're all a part of it.*

RECORDED RIGHT OF WAY NO.

37945

# Memorandum

Date SEPT. 8, 1987

To:

THOMAS P. BEAGEN  
688 WCB

Sender:

Remove pink copy - file  
( Back of white copy return address )  
Forward white and yellow

Recipient:

Return white copy  
( Use return address on Other Side )  
Retain yellow copy for file

Subject

R/W TO EDISON + BELL FROM CONSUMERS

Message

THE ATTACHED DOCUMENT(S) WERE SENT OVER BY BRENDA GOLSON FOR APPROVAL AND RETURN WITH COMMENTS FROM L. KOPACH (ATTACHED). PLEASE NOTE MY COMMENTS AND RETURN DOCUMENT(S) APPROVED, IF YOU AGREE. THANK YOU,

Barb Fulton X7-8319  
Signature

Reply

Barb: 9/9/87

I have reviewed with the consultant and approved same - however the width of easement is not described - and secondly, the easement (A, B & C) are really not easements with equity in the existing Call me

J. P. [Signature] 9/9/87  
Signature Date

RECORDED RIGHT OF WAY NO.

37945

memorandum

DATE Oct. 27 1986

TO: Thomas Blagan  
448 G.O.

FROM: Gerald Misiak  
264 O. S. Hy.

SUBJECT: N. B. to Rochester Mill & Reuter Park

MESSAGE:

It would you please obtain R/W from  
Consumers Power, as shown on the  
attached drawing D-8451  
The work order is 788AD428

SIGNATURE  
G. Misiak

REPLY:

RECORDED RIGHT OF WAY NO. 37996

Detroit  
Edison

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Date: September 2, 1987

To: B. L. Golson

From: L. R. Kopack *LRK*

Re: Rochester Hills, Oakland 49,  
Rochester Hills Executive Park

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I have reviewed the Detroit Edison Joint Right of Way proposed by Consumers Power. There are several concerns:

1. There is a modest fee of \$200.00 for document preparation. Is this being shared with Michigan Bell? Is this fee standard in the industry? Why isn't Detroit Edison charging for their document preparation? This issue merits some attention and resolution.
2. This document does not address the issue of damages to the Company should Consumers disrupt or damage our equipment. The Company should negotiate this issue.

The aforementioned questions should be addressed prior to Legal Department approval.

LRK/pw

cc: T. P. Beagen

RECORDED RIGHT OF WAY NO. 37945

THIS INDENTURE, made this 4 day of Nov, 1987, by and between CONSUMERS POWER COMPANY, a Michigan corporation, of 212 West Michigan Avenue, Jackson, Michigan 49201, hereinafter referred to as "Grantor", THE DETROIT EDISON COMPANY, a Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226, hereinafter referred to as "Grantees".

For good and valuable considerations, the right is hereby granted to THE DETROIT EDISON COMPANY and the MICHIGAN BELL TELEPHONE COMPANY their licensees, lessees, successors and assigns, to construct line facilities for the purpose of providing electric service and communication service, including the necessary poles, guys, anchors, wires, and equipment in, upon, over and across the property located in Township of Avon, County of Oakland, State of Michigan, further described as follows:

The East 66 feet of a parcel of land described as the W 1/2 of the SW 1/4 of Section 29, T3N, R11E, excepting therefrom 50 acres off the East side thereof, said strip of land being more particularly described as follows: To find the place of beginning commence at the Southwest corner of said section, running thence East along the South line of the SW 1/4 of said section (said South line being assumed as running East and West) 621.83 feet to the place of beginning; running thence N 02° 46' 52" E 3107.74 feet to the East and West 1/4 line of said section, running thence S 87° 51' 40" W along the East and West 1/4 line of said section 66.24 feet; thence S 02° 46' 52" W 3105.26 feet to the South line of said section; thence East along the South line of the SW 1/4 of said section 66.08 feet to the place of beginning.

With full right of ingress and egress upon the said premises to employees or appointees of the said Grantees to construct, reconstruct, repair, operate, and maintain said line facilities, and to trim any trees which, in the opinion of the Grantees, at any time interfere or threaten to interfere with the construction and operation of said line facilities.

The routes of the line facilities are as shown on attached Drawing 8451-R-1 dated 12/2/86 and are more particularly described as follows:

- A. In an Easterly and Westerly direction across said land approximately 599.20 feet South of the East and West 1/4 line of said Section 29.
- B. In an Easterly and Westerly direction across said land approximately 1074.20 feet South of the East and West 1/4 line of said Section 29.
- C. In a Northwesterly and Southeasterly direction across said land beginning at a point on the West line of said land, which point is approximately 1944.20 feet South of the East and West 1/4 line of said Section 29, thence running in a Southeasterly direction to a point on the East line of said land, which point is approximately 1984.20 feet South of the East and West 1/4 line of said Section 29 and the point of ending.

This instrument is subject to the following conditions:

1. It is understood and agreed that prior to the commencement of any of the construction or maintenance hereunder, Grantees will give Grantor at least five (5) days' notice in advance of such entry for the commencement of any of said construction or maintenance to be performed hereunder, and which said notice shall be directed to Grantor's Corrosion Engineer (517)788-1195 and Area Supervisor (313) 725-2811.
2. Grantees further agree to contact the utility communications system (Miss Dig), phone number 1-800-482-7171, forty-eight (48) hours prior to any construction to be performed hereunder.
3. Grantees agree that any ground rods or guy wires installed on land of Grantor will be installed no closer than 20 feet to Grantor's 36 inch pipeline. Grantees further agree to reimburse Grantor for installation of a magnesium anode on Grantor's 36 inch pipeline in the event Grantees install any ground rods or guy wires on Grantor's land. Grantees further agree any poles set on Grantor's land will be so installed as to be located on the West side of Grantor's 36 inch pipeline at a minimum distance of 20 feet from Grantor's pipeline.

RECORDED RIGHT OF WAY NO.

37945

4. The grant of this Right of Way is expressly made subject to the superior right of Grantor to use the surface and sub-surface of said premises for the transmission of natural gas and Grantees shall assume and shall bear and pay to Grantor all damages, losses or injury occasioned to Grantor by the negligence of Grantees, its agents, employees, servants or independent contractors in the maintenance and operation of said electric line.
5. Grantees covenant and agree that it shall indemnify and hold Grantor, and all its officers, agents and employees, harmless of any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, property or both, arising directly or indirectly out of or in connection with Grantees' or any of its contractor's negligent use of the premises under this Easement, to which Grantor or any of its officers, agents, or employees may be subject or put by reason of the negligence of Grantees, its contractors or any of its officers, agents or employees.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge or expense covered by Grantees' foregoing indemnity should be brought against Grantor or any of its officers, agents or employees, Grantees hereby covenant and agree to assume the defense thereof and defend the same at Grantees' own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgements that may be incurred by, or obtained against Grantor or any of its officers, agents, or employees in such suits or other proceedings. In the event of any judgement or other lien being placed upon the property of Grantor in such suits or other proceedings, Grantees shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

6. If and whenever Grantees shall abandon the use of said electric line and the necessary appurtenances thereto, it shall notify Grantor in writing of the fact of such abandonment and Grantees' rights in the lands described above shall immediately terminate, it being understood and agreed, however, that Grantees shall remove all said facilities and restore the lands above identified as near as practicable to their original condition. In the event a portion only of said electric line and its necessary appurtenances shall be abandoned, the provisions of this paragraph shall be applicable to that portion.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers or representatives this 6 day of Nov, 19 87.

RECORDED RIGHT OF WAY NO. 37945

APPROVED AS TO FORM  
 CONSUMERS POWER COMPANY DRR  
 By: [Signature]  
 CONSUMERS POWER COMPANY  
 LEGAL DEPARTMENT  
 ERB

THE DETROIT EDISON COMPANY  
 By: [Signature]  
 ROBERT R. TENKSURY, DIRECTOR  
 Real Estate and Rights of Way Dept

MICHIGAN BELL TELEPHONE COMPANY  
 By: [Signature]  
 STAFF MANAGER RIGHT OF WAY

PREPARED BY DAVID R. ROOD  
 CONSUMERS POWER COMPANY  
 212 WEST MICHIGAN AVENUE  
 JACKSON, MICHIGAN

APPROVED AS TO FORM... 9/9/87 DATE  
 LEGAL DEPARTMENT [Signature]

W. 14 COR. SEC. 29

RESEARCH DR.

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

LOT 27

REMOVE 2 TREES

IN 45-5

LOT 17-007

EXIST. 20FT. ESMT. FOR PUBLIC UTIL.

LOT 16-030

LOT 15

LOT 14-031

LOT 13

LOT 12-002

LOT 11-001

INNER ST.

OUTLOT "A" -001

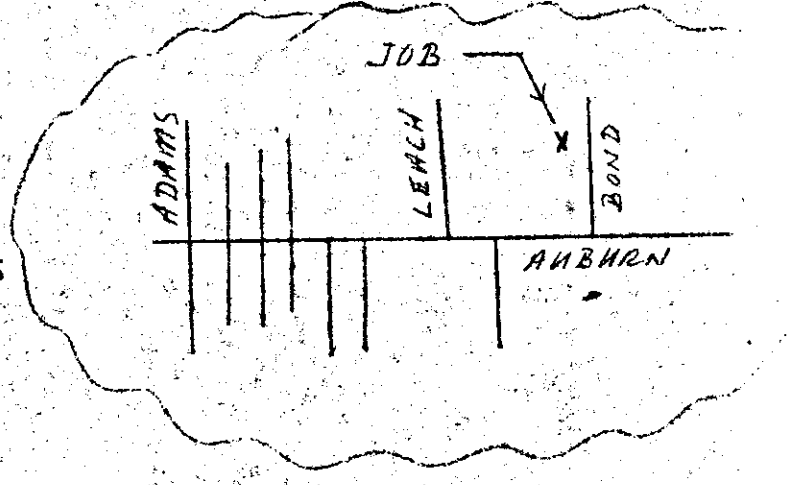
AUON TECH PARK

S.W. 14 SEC. 29 T. 3N. R. 1E  
ROCHESTER HILLS - OAKLAND CO.  
LIBER PAGE

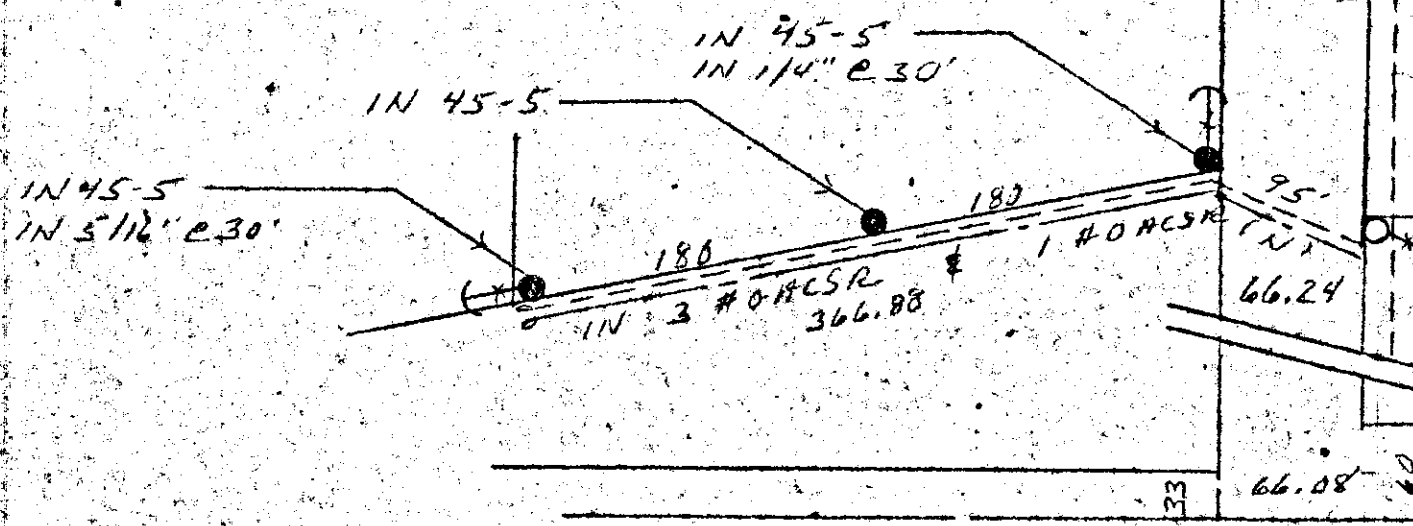
MEMO # 3621 TO MBT FOR FAT. JOINT-USE R/W

LOT 10-012

NEW CONST. TO BE CROSS



PROPOSED ROCHESTER HILL EXECUTIVE PK.  
S.W. 14 SEC. 29 T. 3N. R. 1E  
ROCHESTER HILLS - OAKLAND CO.  
SID-WELL 15-29-300-005



LEGEND		THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPART.			
○	FOREIGN POLE	CITY OR TWP.	COUNTY	QTR. & TWP. SECT. NO.	DEPT.
○	EXIST. D.E. CO. POLE	ROCHESTER HILLS	OAK	S.W. 14 29	
●	PROPOSED POLE	MAP SECT.	TOWN	RANGE	JOINT R/W REQUIRED
○	EXIST. ANCHOR	314-414 & 416	314	11E	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
○	PROPOSED ANCHOR	PROJECT NAME	TEL. ENGR. & DIST.		PRG.
○	TREE		M. NADALNY		
—	120/240 V LINE	CIRCUIT			OFF.
—	4800 V LINE	DL 8836 AUBURN			
—	13,200 V LINE	REASON			BUD.
—	48,000 V LINE	A. B. - ROCHESTER HILL EXECUTIVE PK.			
		PLANNER	SCALE		DATE
		D. DOHERTY	1"=100'		

DATE  
DRAWN  
DISTRICT  
PERSONNEL

ORIGINATOR  
TOTAL

10/14/86 W.D. 11/9/86  
12/18/86 1/8/87

DE FORM 1

RECORDED RIGHT OF WAY NO. 37945