

E A S E M E N T

THIS INDENTURE, Made this 3rd day of February, 1988, between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, hereinafter referred to as "Grantor," and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, 444 Michigan Avenue, Detroit, Michigan, hereinafter collectively referred to as "Grantee,"

WITNESSETH:

That Grantor, for and in consideration of the sum of \$1.00 to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto Grantee and to its successors and assigns, Forever, the easement and right to construct line facilities for the purpose of providing electric service and communication service, including the necessary poles, guys, anchors, wires and equipment on, over, along and across that certain piece or parcel of land situate in the City of Farmington Hills, County of Oakland and State of Michigan, known and described as follows, to wit:

The Southerly 10 feet of the Northerly 61 feet of a parcel of land in the Northwest 1/4 of Section 7, Township 1 North, Range 9 East, described as follows: To find the place of beginning of this description, commence at the Northwest corner of said section; run thence N 89° 21' 54" E along the North line of said section, 938.44 feet to the place of beginning of this description; thence continuing N 89° 21' 54" E along said North line of said section, 430.57 feet; thence S 00° 05' 19" E, 320.00 feet; thence N 59° 19' 48" W, 500.37 feet; thence N 00° 39' 06" W, 60.00 feet to the place of beginning.

The route of said line facilities is described as follows:

In an Easterly and Westerly direction across said land as shown on attached Drawing 0-8685 dated May 26, 1987.

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

This conveyance is made subject to the following express conditions, reservations and exceptions, to wit:

1. The grant of this Easement is expressly made subject to the superior right of Grantor to use the surface and subsurface of said premises for the transmission of natural gas.

2. Grantee shall contact the Utility Communications System (Miss Dig), telephone number 1-800-482-7171, a minimum of 48 hours prior to any construction to be performed hereunder.

RECORDED RIGHT OF WAY NO. 37970

3. Grantee shall give Grantor at least five days' notice prior to the commencement of any construction, repair or maintenance to be performed hereunder, and such notice shall be directed to Consumers Power Company's Area Supervisor, telephone number (313) 725-2811 and to Consumers Power Company's Corrosion Engineer, telephone number (517) 788-1195.

4. Grantee shall not perform any work in connection with the line facilities, either with the original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Grantor as now or hereafter provided by Grantor's pipelines. In case Grantor shall find it necessary to change any pipelines or other structures of Grantor now or hereafter located upon said premises or upon the adjoining premises, in order to accommodate any work to be done in connection with Grantee's line facilities, Grantor shall be reimbursed by Grantee for its actual cost and expense incurred thereby.

5. In the event Grantee installs any ground rods or guy wires on said land, Grantee shall reimburse Grantor for installation of magnesium anodes on Grantor's 16 inch pipeline. Provided, however, no poles, ground rods or guy wires shall be installed on said land closer than 20 feet to Grantor's 16 inch pipeline.

6. Grantee shall not cross Grantor's 16 inch pipeline with heavy equipment unless such crossing is on paved roads or a minimum of 5 feet of cover is maintained over said pipeline or protective bridging is installed in accordance with the specifications of Grantor.

7. This instrument is entered into and granted by Grantor subject to any licenses, leases, easements or other interests in land heretofore granted by Grantor or its predecessors in title on said premises, and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title. Grantee shall secure all necessary consents and permits from such licensees, lessees and the owners of such outstanding interests prior to construction of its line facilities.

8. The construction, improvement and maintenance of the line facilities for which this easement is hereby conveyed, shall be done solely at Grantee's expense, and Grantor shall incur no cost or expense whatsoever as a result of the construction, improvement and maintenance of the line facilities.

9. The Detroit Edison Company and Michigan Bell Telephone Company, will at all times during the exercise of the rights and the privileges hereby granted, assume all liability for and protect, indemnify and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees, for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the use and occupancy of the said premises or the exercise of the rights and privileges hereby granted. The provisions of this paragraph shall apply to each and every such injury, death, loss and damage, however caused, whether due, or claimed to be due, to the negligence of The Detroit Edison Company and/or Michigan Bell Telephone Company, the negligence of Grantor, the negligence of Grantor and the negligence of The Detroit Edison Company and/or Michigan Bell Telephone Company, the negligence of any other person, or otherwise; provided, however, The Detroit Edison Company and Michigan Bell Telephone Company shall not be required to indemnify Grantor for such injury, death, loss or damage caused by Grantor's sole negligence.

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37970

10. After the construction of the line facilities, if said easement and rights herein conveyed shall cease to be used by Grantee, its successors and assigns, for one year for the purposes hereinabove set forth, then in such event all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns; provided, however, Grantee shall remove all said facilities and restore said premises as near as practicable to its original condition; and if Grantee shall not have constructed the line facilities within five years from and after the date hereof, then in such event, all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns. In the event that only a portion of said line facilities are ceased to be used by Grantee, the provisions of this paragraph shall be applicable only to that portion.

11. The benefits herein shall accrue to and the obligations hereof shall bind the successors and assigns of the respective parties.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

CONSUMERS POWER COMPANY

By

  
R J Erhardt  
Manager of Purchasing, Land and  
Materials


APPROVED AS TO FORM

LEGAL DEPARTMENT

CONSUMERS  
ERB

THE DETROIT EDISON COMPANY

By

  
ROBERT R. TEWKSBURY, DIRECTOR  
REAL ESTATE AND RIGHTS OF WAY

RECORDED RIGHTS OF WAY NO. 3797C

MICHIGAN BELL TELEPHONE COMPANY

By



APPROVED AS TO FORM 2/23/51 DATE  
LEGAL DEPARTMENT ML

Detroit  
Edison

REAL ESTATE AND RIGHTS OF WAY

Project No. GO 1478

Date: March 18, 1988  
To: Vicki C. Sullivan  
Supervisor  
Records Center  
From: Brenda L. Golson  
Subject: Joint Easement to Edison and Michigan Bell

Attached is a Joint Easement Agreement dated February 3, 1988 to Detroit Edison and Michigan Bell from Consumers Power Company, located in the NW 1/4 of Section 7, City of Farmington Hills, Oakland County, Michigan.

A check in the amount of \$200 for document preparation fee was sent to Consumers Power Company on March 18, 1988 and was charged to work order 821AD640.

Please incorporate these papers into the appropriate Records Center file.

Approved:

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

ok

/BLG

attachments

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

RECORDED RIGHT OF WAY NO. 37970

Serving Customers

*We're all a part of it!*



**Consumers  
Power**

**POWERING  
MICHIGAN'S PROGRESS**

General Offices: 1955 West Parnall Road, Jackson, MI 49201

February 11, 1988

OAKLAND #52  
DE #9

Mr Thomas H Beagan  
The Detroit Edison Company  
42113 Scenic Lane  
Northville, MI 48167

Dear Tom

Attached you will find three original copies of an Electric Distribution and Telephone Easement across our property in the Northwest 1/4 of Section 7, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, MI.

Please have all three copies executed by Detroit Edison and Michigan Bell Telephone and retune one copy to us with your remittance in the amount of \$200.00 to cover the administrative fee for this document.

Sincerely

C K Henry  
General Supervisor  
Land and Right of Way Operations

RECORDED RIGHT OF WAY NO. 3797C

INVOICE DATE

INVOICE NUMBER

GROSS INVOICE AMOUNT

CASH DISCOUNT

SALES TAX EXEMPTED

NET AMOUNT

03 09 8399 14836

200.00

.00

0.00

200.00

FOR CHECK DELIVERY

SEND CHECK TO T. Beagan

ADDRESS \_\_\_\_\_

CALL EXTENSION 78315

HOLD FOR VENDOR PICK-UP \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 37970

\*\* TOTAL \*\* REMITTANCE FROM THE DETROIT EDISON CO. PLEASE DETACH CHECK BEFORE DEPOSITING

200.00

**Detroit Edison**  
 2000 Second Avenue  
 Detroit, Michigan 48226

854091 <sup>74-1292</sup>/<sub>724</sub>  
 NBD DEARBORN BANK, N.A.  
 DEARBORN, MICHIGAN 48126

General Account \*\*\*\*\*200\*DOLLARS\*00\*CENTS\*\*\* DATE 03/17/88

CHECK NUMBER 599225

Pay to the order of

CONSUMERS POWER CO  
 1955 W PARNALL RD  
 JACKSON, MI 49201

\$200.00

*[Signature]*  
 AUTHORIZED COUNTER SIGNATURE  
 \$250,000.00  
 SIGNATURE REQUIRED UNDER \$250,000.00

854091 0724 2927 000179 96

**Detroit  
Edison**

2000 Second Avenue  
Detroit, Michigan 48226  
(313) 237-8000

June 19, 1987

Mr. C. K. Henry  
General Supervisor  
Land and Rights of Way Operations  
Consumers Power Company  
General Offices - 212 West Michigan Ave.  
Jackson, Michigan 49201

Re: Right of Way to Serve  
New Business at 13 Mile  
Road and Haggerty

Dear Chuck:

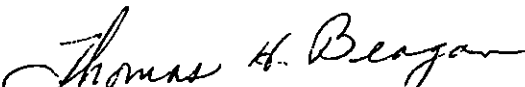
Please process a request from our Oakland Division for right of way across your property as shown on the attached drawing - Ø-8685.

This right of way is needed to serve a development located at 13 Mile and Haggerty Roads in the City of Farmington Hills.

Joint Use R/W is required for this job, therefore, please give us your recommendation at your earliest convenience. A Joint Overhead R/W Agreement is attached for your use.

If there is any additional information you need pertaining to this matter, please let me know.

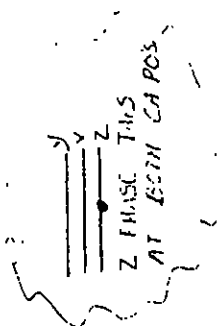
Sincerely,

  
Thomas H. Beagan, SR/WA  
Administrator-Real Estate  
Projects

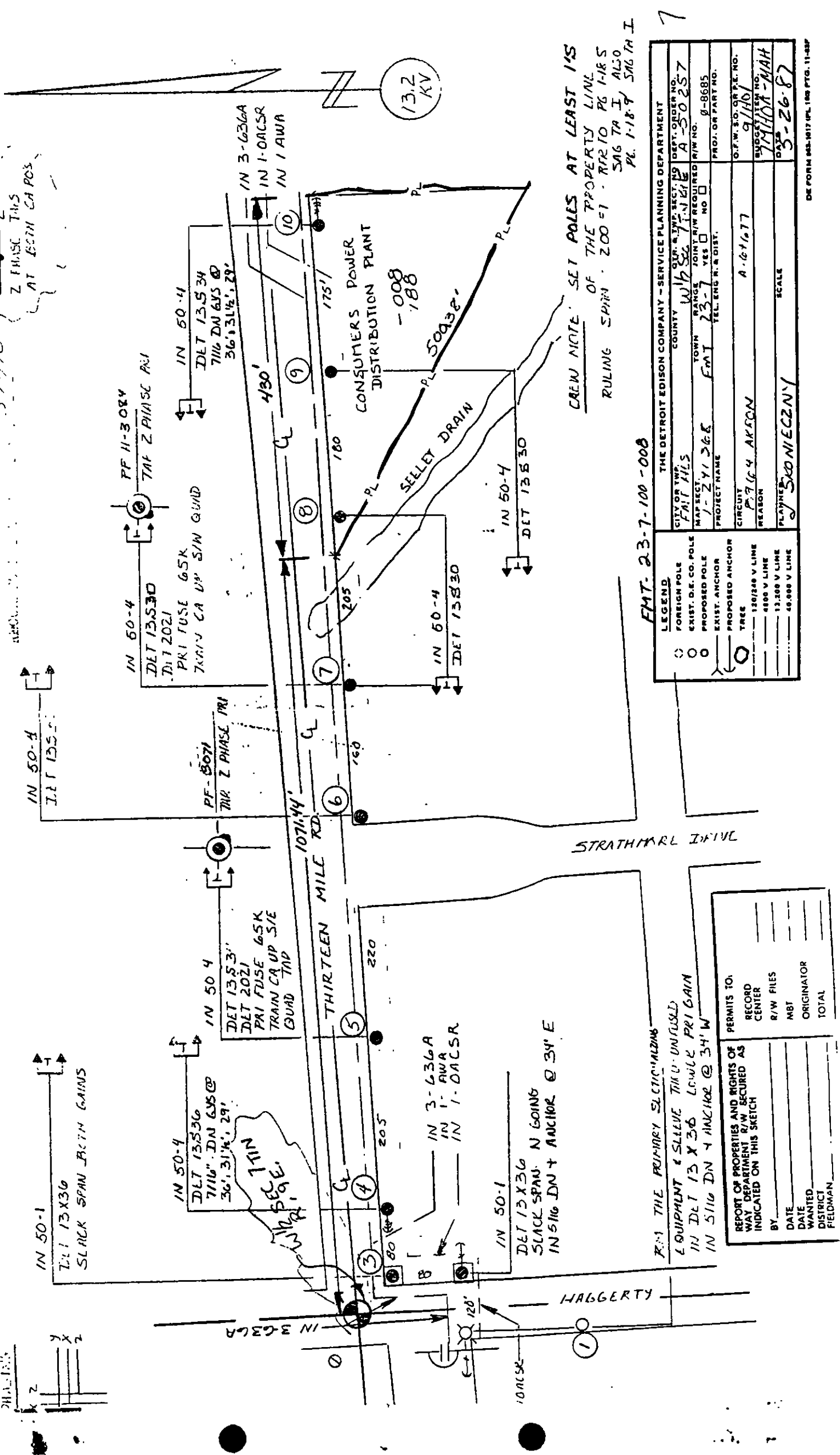
THB/dem  
Attachments

RECORDED RIGHT OF WAY NO. 37970

NOTIFY MISC. DIALS!!!



37970



CREW NOTE: SET POLES AT LEAST 1/8'S OF THE PROPERTY LINE  
RULING SPAN 200 FT. RTR 10 PG 1-18'S  
SAG TA I ALSO  
PL. 1-18-7 SAG TA I

FMT-23-7-100-008

THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT	
CITY OR TWP. <b>Fair Hts</b>	COUNTY <b>Wayne</b>
MAP SECT. <b>7-1-12</b>	DEPT. ORDER NO. <b>A-50257</b>
PROJECT NAME <b>J-241-26-E</b>	RANGE <b>7-1-12</b>
PROJECT NAME <b>J-241-26-E</b>	JOINT R/W REQUIRED <b>NO</b>
CIRCUIT <b>7-1-12-4 AKKON</b>	FMT <b>23-7</b>
REASON <b>A-61677</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
PLANNED BY <b>SkoNIECZNY</b>	TEL. ENG. R. & DIST.
SCALE	PROJ. OR PART NO.
	O.F.W. S.O. OR P.E. NO. <b>9/10/01</b>
	ISSUED FOR NO. <b>11/10/01-MAH</b>
	DAYS <b>3-26-87</b>

LEGEND
FOREIGN POLE
EXIST. D.E. CO. POLE
PROPOSED POLE
EXIST. ANCHOR
PROPOSED ANCHOR
TREE
150/250 V LINE
4800 V LINE
11,000 V LINE
48,000 V LINE

PERMITS TO:
RECORD CENTER
R/W FILES
MBT
ORIGINATOR
TOTAL

REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH
BY
DATE
WANTED
DISTRICT
FIELDMAN

RUN THE PRIMARY ELECTRIC MAINS EQUIPMENT & SLEEVE TAP U-UNFUSED IN DLT 13 X 36 LOW VOLT PRI GAIN IN 5116 DN 4 ANCHOR @ 34' W

IN 50-1 DLT 13 X 36 SLACK SPAN. N GOING IN 5116 DN 4 ANCHOR @ 34' E

IN 3-636A IN 1-AWA IN 1-DACSR

IN 50-4 DLT 13536 7116" DN 6X5 @ 36' 31 1/2' 29'

IN 50 4 DLT 13536 PRI FUSE 65K TRAIN CA UP S/E GUARD TAP

IN 60-4 DLT 13530 PRI FUSE 65K TRAIN CA UP S/W GUARD

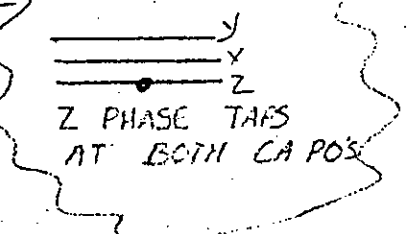
IN 60-4 PF 11-3 ORV 7M Z PHASE PRI

IN 50-4 DLT 13534 7116 DN 6X5 @ 36' 31 1/2' 29'

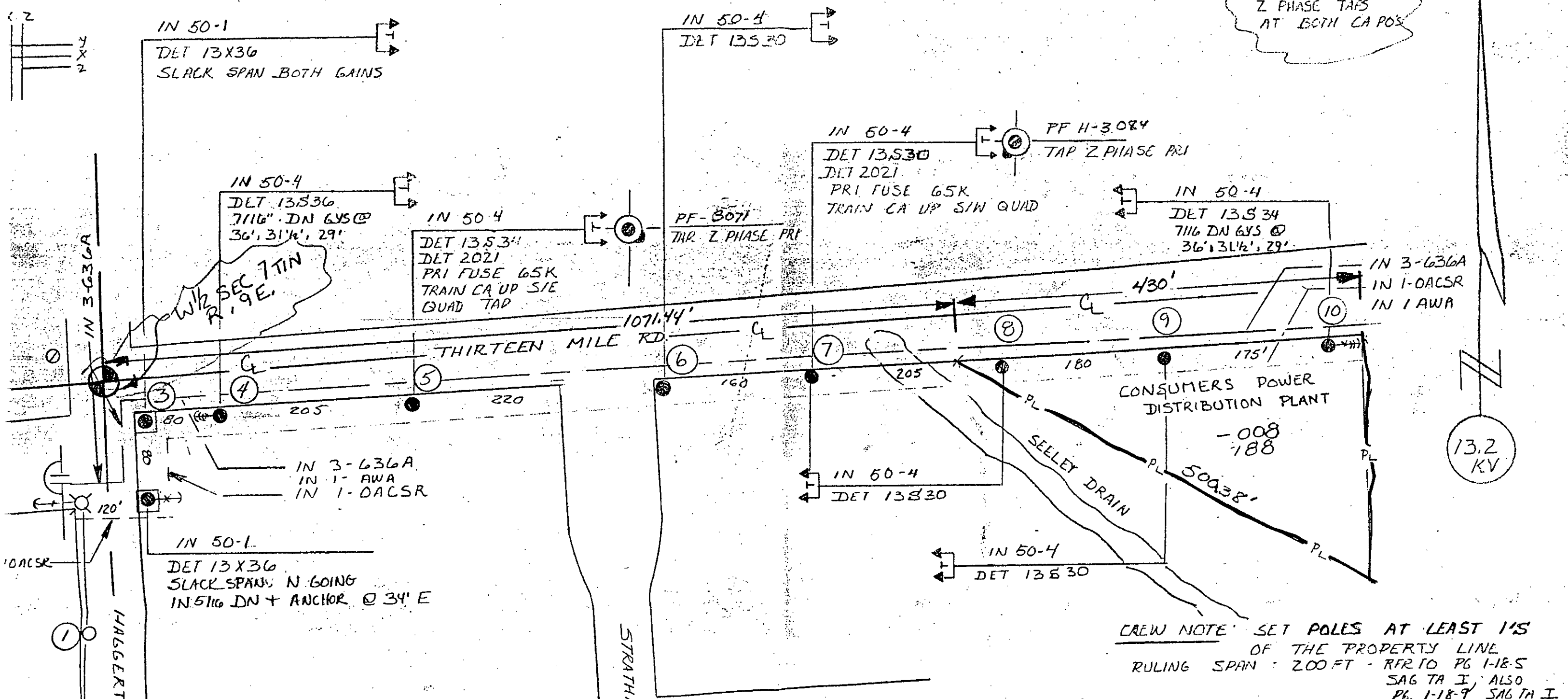
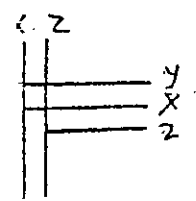


NOTIFY MISS DIG!!!

RECORDED RIGHT OF WAY NO. 37970



PHASING



13.2 KV

CREW NOTE: SET POLES AT LEAST 1/5 OF THE PROPERTY LINE RULING SPAN: 200 FT - RFR TO PG 1-18-5 SAG TA I, ALSO PG. 1-18-9 SAG TA I

RM THE PRIMARY SECTIONALIZING EQUIPMENT & SLEEVE THRU UNFUSED IN DET 13 X 36 LOWER PRI GAIN IN 5116 DN + ANCHOR @ 34' W

REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH	PERMITS TO:
BY _____	RECORD CENTER _____
DATE _____	R/W FILES _____
DATE WANTED _____	MBT _____
DISTRICT FIELDMAN _____	ORIGINATOR _____
	TOTAL _____

FMT-23-7-100-008

LEGEND				THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT			
○	FOREIGN POLE	CITY OR TWP.	FMT HLS	COUNTY	W/16 SEC 7 TWP	QTR. & TWP. SECT. NO.	DEPT. ORDER NO.
○	EXIST. D.E. CO. POLE	MAP SECT.	1-241-368	TOWN	FMT 23-7	Joint R/W Required	A-50257
○	PROPOSED POLE	PROJECT NAME		RANGE		YES <input type="checkbox"/> NO <input type="checkbox"/>	R/W NO.
○	EXIST. ANCHOR	CIRCUIT	2964 AKRON	TEL. ENGR. & DIST.			PRJ. OR PART NO.
○	PROPOSED ANCHOR	REASON					O.F.W. S.O. OR P.E. NO.
○	TREE	PLANNER	J. SKONIECZNY	SCALE			9/101
—	120/240 V LINE						BUDGET ITEM NO.
—	4800 V LINE						7MH0A-MAH
—	13,200 V LINE						DATE
—	40,000 V LINE						3-26-87