

P trac sup.

STATE OF MICHIGAN



JOHN ENGLER, Governor

DEPARTMENT OF MANAGEMENT & BUDGET

P.O. BOX 30026, LANSING, MICHIGAN 48909

PATRICIA A. WOODWORTH, Director

MEMORANDUM

DATE: October 16, 1991

TO: Gay Meese, Supervisor
Great Seal
Department of State

FROM: *William H. Sill*
William H. Sill, Manager
Real Estate Division

SUBJECT: Request for Final Recording for the Department of Mental Health for
Property Located at Fairlawn Center, Oakland County, Michigan

Enclosed please find attached the following:

Copy of an Easement

This document has been recorded at the Oakland County Register of Deeds in
Liber 12086, Pages 608-613.

Please arrange for permanent filing. Should you have any questions, please
call at 54441.

WHS:db

cc: Richard Miles (Dept. of Mental Health) w/copy of enclosures
Pete Beaver (DMB, Office of Facilities) w/copy of enclosures
William Sill

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OCT 21 1991
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STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
EASEMENT TO CONSTRUCT AND MAINTAIN
ELECTRIC OVERHEAD LINE

COPY
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AGREEMENT, made this 19th day of July, 1991, by and between the STATE OF MICHIGAN, hereinafter referred to as "State", by its DEPARTMENT OF MANAGEMENT AND BUDGET, whose address is Mason Building, Lansing, Michigan 48909, hereinafter referred to as "Department", and Detroit Edison Company, a Michigan corporation, whose address is 2000 Second Avenue Detroit, Michigan 48226, hereinafter referred to as "Grantee";

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STATE DEPARTMENT OF
MANAGEMENT AND BUDGET
SEP 24 P 3 09

WITNESSETH:

FOR AND IN CONSIDERATION of one dollar (\$1.00) receipt whereof is hereby acknowledged, the mutual covenants contained herein, and other good and valuable consideration, the STATE OF MICHIGAN, DEPARTMENT OF MANAGEMENT AND BUDGET, acting by authority of 1984 PA 431, and resolution of the STATE ADMINISTRATIVE BOARD dated March 5, 1991 does hereby Convey to Grantee a 10-foot wide easement for the following purpose: to erect, operate and maintain an electric overhead transmission line consisting of wires, cables and conduits, together with other appurtenances and fixtures necessary for the purpose of transmitting and distributing electricity, together with the right to go upon the land herein described and maintain same on,

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over and across the following State-owned land which is within the jurisdiction and control of the Michigan Department of Mental Health:

Land in the City of Pontiac, County of Oakland, State of Michigan, as follows, to wit:

Commencing at the Southwest corner of Section 30, T3N, R10E, City of Pontiac, Oakland County, Michigan; thence North 00 degrees 00'00" East 2481.96 feet; thence North 90 degrees 00'00" East 1401.89 feet, to a point on the northerly right-of-way of Elizabeth Lake Road and the point of beginning and centerline of a 10.00 foot wide strip of land; thence North 00 degrees 13'24" West 1581.50 feet; thence North 18 degrees 50'25" East 166.18 feet; thence North 01 degrees 31'29" West 609.62 feet, to a point of ending. The side lines of this easement shall be shortened or lengthened to meet and close on the southerly property line. *14-19-351-009 p+g.*

This easement is granted subject to the following terms and conditions which Grantee hereby agrees to accept and comply with:

(1) Grantee agrees to notify the Building Division, the authorized representative of the Department of Management and Budget, and the Fairlawn Center, Department of Mental Health, prior to commencing operations, alterations, modifications, maintenance, or entry upon the described property, and to provide copies of engineering or architectural drawings prior to, and after completion of, such operations, alterations or modifications to or upon the said easement.

(2) Grantee, its successors or assigns, by the acceptance of this instrument, agrees that any relocation of the line con-

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structed under this easement will be made only upon approval of the Department before such relocation takes place. Grantee further agrees that any relocation shall be completed at its expense.

(3) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easements, permits, licenses, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land.

(4) In the event that State necessity requires the placement of building or other structures upon said easement, or in such proximity to such easement as to interfere with such easement, Grantee agrees that the State shall, in its sole discretion, have the right to relocate the line of easement at State's sole expense. Subject to the terms and conditions of this agreement, Grantee shall have the right and authority to enter upon said easement at all reasonable times for the purpose of constructing, repairing, removing, replacing, or maintaining said easement, as is reasonably necessary for the purposes set forth herein, and to trim, remove or control any trees or foliage when necessary to the maintenance of said easement.

(5) Grantee shall maintain said easement and its appurtenances in good repair, take reasonable precautions to prevent any damage to State property arising from Grantee's use of access

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to said easement, and to repair, replace, or pay the State for any damages to State property, wherever situated, arising from the acts or omissions of Grantee in such use or access.

(6) Modifications or alterations to the appurtenances in or upon said easement, required by any existing or future laws, ordinances, or regulations of local, State or Federal Government, are to be made by Grantee at its expense and at no expense to the State.

(7) In the event that the easement herein conveyed is abandoned or discontinued from use or service for a continuous period of two (2) years by Grantee, then and in that event this easement shall terminate; and Grantee agrees upon such abandonment, and upon request of the State, its successors or assigns, to release and quit-claim all rights secured hereby to the State, its successors or assigns. In the event of such abandonment of the rights herein conveyed Grantee agrees, except as herein otherwise provided, to remove its property, appurtenances, etc., from the easement at its expense in a good and workmanlike manner satisfactory to the State's authorized representative.

(8) It is expressly understood and agreed that Grantee shall not assign this easement or any portion thereof without the prior written consent of the State, its successors or assigns. The terms and conditions of this agreement shall be binding upon the successors and authorized assigns of the respective parties.

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OFFICE OF Attorney General
R E C E I V E D
SEP 27 1991
NATURAL RESOURCES
DIVISION

100-100000-100000

CERTIFICATE OF SURVEY

SW COR. SEC. 30
T3N, R10E

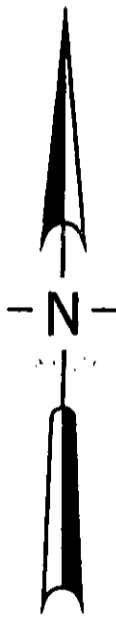
PO.E.

Easement Description

FAIRLAWN CENTER - DETROIT EDISON EASEMENT

Commencing at the SW corner of Section 30, T3N, R10E, City of Pontiac, Oakland County, Michigan; thence S00°00'00"E 2481.96 feet; thence N90°00'00"E 1401.89 feet, to a point on the northerly right-of-way of Elizabeth Lake Road and the point of beginning and centerline of a 10.00 foot wide strip of land; thence N00°13'24"W 1581.50 feet; thence N18°50'25"E 166.81 feet; thence N01°31'29"W 609.62 feet, to a point of ending. The side lines of this easement shall be shortened or lengthened to meet and close on the southerly property line. The above described easement is granted to the Detroit Edison Company for the operation and maintenance of an overhead electric transmission line.

S 00°00'00"E 2481.96'



Scale: 1" = 20'

PROPERTY LINE

N 90°00'00"E 1401.89'

150'

ELIZABETH LAKE ROAD

PO.B.

609.62' N01°31'29"W

1581.50' N00°13'24"W

166.81' N18°50'25"E

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED; THAT I HAVE FOUND OR SET PERMANENT MARKERS AS NOTED HEREON; THAT THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF P.A. 132 OF 1970; THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS WAS 1/_____

Pete Brewer

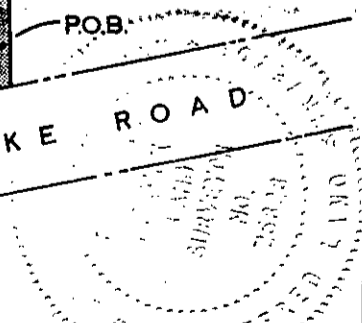
○—IRON SET	□—MONUMENT SET	P—PLATTED DIM.	D—DEEDED DIM.
●—IRON FOUND	■—MONUMENT FOUND	M—MEASURED DIM.	x—x—FENCE

DATE January 2, 1991

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET - OFFICE OF FACILITIES
TECHNICAL SERVICES DIVISION - SITES SECTION

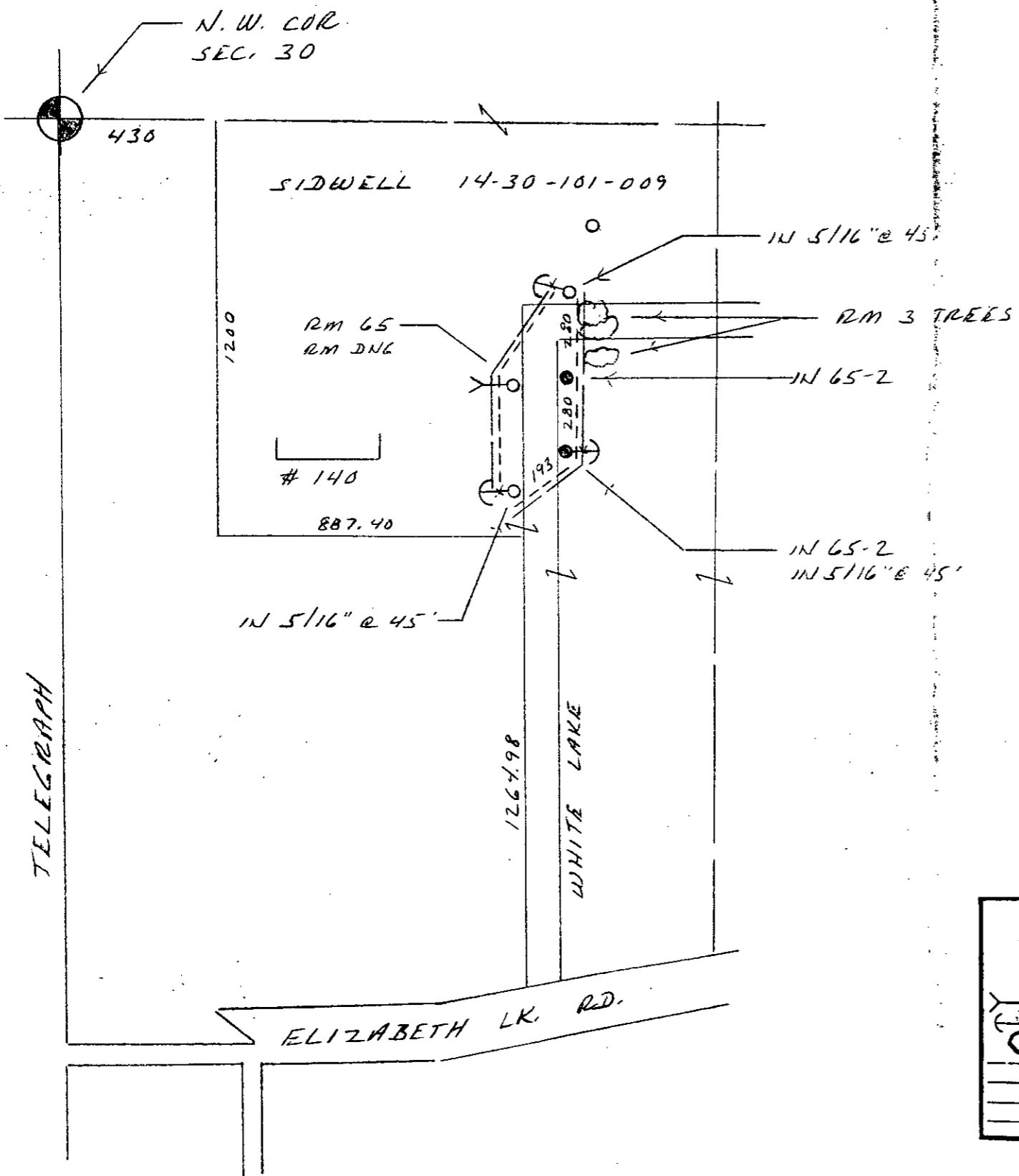
JOB No. 90013
SHEET No. 1 OF 1

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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 <u>11-30-90</u>	MBT _____
DISTRICT FIELDMAN _____	ORIGINATOR _____
	TOTAL _____

B.32
KV



DESCRIPTION
 W 1/2 SEC. 30 T 3N R 10E
 CITY OF PONTIAC OAKLAND CO.

SIDWELL 14-30-101-009

STATE OF MICHIGAN
 DEPT. OF MENTAL HEALTH
 140 ELIZABETH LK. RD.
 PONTIAC MI 48053
 DR. ISMAIL B. SENDI - DIRECTOR
 338-0361

MEMO # 0-3872 TO MBT FOR FUTURE JOINT-USE R/W

MEMO # 0-3873 TO CATV FOR FUTURE JOINT-USE R/W

NEW CONST. TO BE CROSS-ARM

LEGEND			
○	FOREIGN POLE		
○	EXIST. D.E. CO. POLE		
○	PROPOSED POLE		
○	EXIST. ANCHOR		
○	PROPOSED ANCHOR		
○	TREE		
—	120/240 V LINE		
—	4800 V LINE		
—	13,200 V LINE		
—	40,000 V LINE		

THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT			
CITY OR TWP. PONTIAC	COUNTY OAKLAND	QTR. & TWP. SECT. NO. W 1/2 30	DEPT. ORDER NO.
MAP SECT. 271-418	TOWN 3N	RANGE 10E	JOINT R/W REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
PROJECT NAME TEL. ENGR. & DIST.		R/W NO. 0-1088	
CIRCUIT DC 4011 BARTLETT		PROJ. OR PART NO.	
REASON RE-ROUTE O.H. FOR BLDG ADDITION		O.F.W. S.O. OR P.E. NO.	
PLANNER D. DOHERTY		BUDGET ITEM NO.	
SCALE 1" = 400'		DATE 11-2-90	

RECORDED RIGHT OF WAY NO. 423412