

LIBER 131170803

OAKLAND #1331

EASEMENT FOR OVERHEAD ELECTRIC DISTRIBUTION POLE LINE

On AUGUST 24, 1992, for one dollar, Grantor grants to Grantee a non-exclusive, permanent easement for the below identified purposes (and for no other purposes) on land called the Easement Area. 6417 MISC 15.00

GRANTOR'S DEEDS PAID
0001 NOV.23'92 11:48AM
6417 MISC 15.00

"Grantor" is:

Consumers Power Company, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

GRANTOR'S DEEDS PAID
0001 NOV.23'92 11:48AM
6417 RMT FEE 2.00

The "Easement Area" is in the Township of Springfield, Oakland County, Michigan described as:

A strip of land 10 feet in width across the below described "Parcel A", the centerline of said 10 foot wide strip being the centerline of Grantee's electric distribution line as now existing across said "Parcel A", said existing electric distribution line centerline being further described as: Beginning at a point on the West line of said "Parcel A", which point is located approximately 1602 feet South of the North line of Section 7, T4N, R8E, as measured along said West line of said "Parcel A"; thence in a Southeasterly direction to a point on the East line of said "Parcel A", which point is located approximately 1642 feet South of the North line of said Section 7 as measured along said East line of said "Parcel A", and which point is the point of ending of said centerline.

"PARCEL A": A parcel of land in the Northwest 1/4 of Section 7, T4N, R8E, described as beginning at a point on the North line of said Section 7 (Rattalee Lake Road) distant N89°05'10"E 200.00 feet from the Northwest corner of said section; thence continuing along said North line of said section, N89°05'10"E, 240.00 feet to a point; thence S00°29'20"E, 1305.12 feet to an iron; thence N89°15'20"E, 132.00 feet to an iron; thence S00°29'20"E, 1305.51 feet to an iron on the East and West 1/4 line of said section; thence along said East and West 1/4 line of said section, S89°25'30"W, 372.00 feet to an iron; thence N00°29'20"W, 2608.82 feet to a point on the North line of said section, being the point of beginning. S:DWELL # 07 07 100 016
28.70 Acres

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15.00
2.00 rmt

RECORDED RIGHT OF WAY NO. 44030

1. Purpose. Grantor grants to Grantee the easement and right to operate, maintain, repair, remove and replace one (1) existing overhead electric distribution line consisting of poles, guys, anchors, wires, cables, transformers and accessories ("Grantee's Facility") on, over and across the Easement Area, together with the right to trim any trees located on the Easement Area or on

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adjoining premises of Grantor which interfere or threaten to interfere with the operation or maintenance of Grantee's Facility. Grantee's Facility shall run in a Southeasterly and Northwesterly direction on, over and across the Easement Area as now located and existing.

2. Access. Grantee has the right to enter and exit the Easement Area at all reasonable times for the above mentioned purposes.

3. Grantor's Rights. Grantor specifically reserves the right to construct, operate, maintain, remove and replace overhead and underground electric transmission, distribution and communication lines, and pipelines for the transportation of oil, gas or other substances, and associated structures and equipment ("Grantor's Facilities") on, over or under the Easement Area, provided that any Grantor's Facilities which are not presently existing and are constructed in the future will not unreasonably interfere with Grantee's Facility.

4. Encumbrances. This easement is granted without any warranties or covenants of title, and subject to all now existing easements, restrictions and encumbrances affecting the Easement Area to which this easement would be subordinate under the recording acts or other applicable law of the State of Michigan. This easement is also granted specifically subject to a certain license for pasture, garden and landscaping purposes dated May 6, 1981 granted by Grantor to Robert Line.

5. Property Damages.

a. Grantee must pay Grantor for all damages, losses or injuries to Grantor's Facilities caused by Grantee, its agents, employees, servants or independent contractors or subcontractors during or as a result of the construction, operation, maintenance, repair, removal or replacement of Grantee's Facility.

b. Grantee waives Grantee's rights of recovery, and its insurers' rights of subrogation against Grantor for damage to Grantee's property used in the easement area.

6. Liability Insurance.

a. Grantee's contractors, at their own expense, must maintain a general liability insurance policy that is satisfactory to Grantor in form and substance. The policies must cover liability for \$500,000 each person and \$1,000,000 each occurrence bodily injury, and \$500,000 each occurrence property damage. The policies must also cover explosion, collapse or underground damage (commonly known as "XCU"). Grantee's contractors' policies must remain in effect during the time that the contractors are working in the Easement Area.

b. Grantee's contractors must give Grantor's Real Estate and Right of Way Department a Certificate of Insurance for the insurance coverage required by this agreement. The certificates must state that Grantor will have 10

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days written notice before any material change or cancellation becomes effective.

c. Obtaining the insurance required by this agreement will not limit or release Grantee's indemnity liability.

7. Indemnity.

a. Grantee will indemnify and hold Grantor (the Company, its officers, agents and employees) harmless from claims or lawsuits for injuries or damages to persons or property or both, arising directly or indirectly out of the use of this easement by Grantee (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees). This includes, but is not limited to, claims or lawsuits arising out of Grantee's negligence, Grantee's and Grantor's concurrent negligence, or any other person's negligence, except that Grantee will not indemnify Grantor for claims or lawsuits arising out of Grantor's sole negligence.

b. If any claim or lawsuit covered by Grantee's indemnity is brought against Grantor, Grantee will at the request of Grantor defend the claim or lawsuit at Grantee's expense. Grantee will also pay any costs, attorney fees, or judgments that Grantor incurs or is subject to in the claim or lawsuit.

8. Construction and Maintenance.

a. Grantee has constructed, and will maintain, Grantee's Facility on this easement at its sole expense. If underground work is involved, Grantee must call Miss Dig (tel: 1-800-482-7171) in accordance with Michigan Public Act 53 of 1974, as amended, before beginning any ground breaking. Grantor may inspect Grantee's Facility during any construction, maintenance or other work.

b. Grantee shall notify Grantor at least 5 days before any entry by Grantee on Grantor's property, whether for any construction, repair, maintenance, removal or replacement of Grantee's Facility or for any tree trimming, which notice shall be directed to Grantor's Operations Support Manager, Metro Region, at Royal Oak, Michigan. In case of a need for emergency repairs to Grantee's Facility, this 5 day advance notice requirement will be waived and Grantee may enter immediately upon the premises to make such emergency repairs, provided that Grantee shall give the above mentioned notice as soon as possible.

c. No work shall be done in connection with Grantee's Facility which interferes or threatens to interfere with Grantor's Facilities or with the operation or maintenance of Grantor's Facilities.

d. Under no circumstances shall Grantee construct any buildings or other structures (other than Grantee's Facility itself, as above defined), nor shall Grantee store any materials, on, over or under the Easement Area.

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e. Grantee and its contractors must maintain at least a 20 foot clearance from Grantor's Facilities.

f. Grantee must not change the natural drainage of the Easement Area.

g. Grantee must not change either the elevation or the slope of the Easement Area without Grantor's written permission.

h. After Grantee completes any construction, maintenance or other work pursuant to the easement and rights granted in this instrument, Grantee must restore Grantor's property as nearly as possible to its original condition. This includes grading and reseeding all disturbed lawn areas and replacing any damaged landscaping.

i. Any tree tops and brush cut by Grantee shall be windrowed, with logs being left on the premises by Grantee in merchantable length.

9. Abandonment. If Grantee abandons any part of this easement, then within three months after the abandonment, Grantee must restore the abandoned part as nearly as possible to its original condition and give Grantor a written recordable document concerning this abandonment.

10. Mortgage. This easement is subject to a mortgage dated September 1, 1945 now held by Chemical Bank, Trustee, and all supplemental indentures to the mortgage.

11. Successors and Assigns. This easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

Witnessed by:

Sue E Warren
Sue E Warren

Judy M Schultz
Judy M Schultz

CONSUMERS POWER COMPANY

By: D G McClelland
D G McClelland
Manager of General Services

THE DETROIT EDISON COMPANY

Barbara A. Fulton
BARBARA A. FULTON

Terry L. Benedict
TERRY L. BENEDICT

By: William R. Roller
WILLIAM R. ROLLER
MANAGER-ADMINISTRATION

RECORDED RIGHT OF WAY NO. 44030

APPROVED AS TO FORM
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE MORTGAGE DATED SEPTEMBER 1, 1945, AND ALL SUPPLEMENTAL INSTRUMENTS TO SAID MORTGAGE.

APPROVED AS TO FORM 9/17/42 DATE
LEGAL DEPARTMENT

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100-100-100-100
100-100-100-100

THE DETROIT EDISON COMPANY
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SYLVAN LAKE, MI 48320

The foregoing instrument was acknowledged before me in Jackson County, Michigan on October 19, 1992, by D G McClelland, the Manager of General Services of Consumers Power Company, a Michigan corporation, on behalf of the corporation.
Sue E Warren

Notary's Notary Public, Jackson County, MI Notary's
Stamp: My Commission Expires 1/22/94 Signature: Sue E Warren

The foregoing instrument was acknowledged before me in Wayne County, Michigan on 1st, September, 1992, by William R. Roller, the Manager-Administration of The Detroit Edison Company, a Michigan corporation, on behalf of the corporation.

PEARL E. KOTTER
Notary's Notary Public, Macomb County, MI Notary's
Stamp: My Commission Expires Aug 28, 1998 AUG 23, 1993 Signature: Pearl E. Kotter
ACTING IN WAYNE COUNTY

S:DWELL # 07 07 100 016

PREPARED BY D. E. BARTH
CONSUMERS POWER COMPANY
212 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN

RETURN TO
TERRY L. BENEDICT
THE DETROIT EDISON COMPANY
1970 ORCHARD LAKE RD.
SYLVAN LAKE, MI 48320

RECORDED RIGHT OF WAY NO. 44030

PREPARED BY D. E. ...
KENTON POWER COMPANY
15 WEST WICHITA, WICHITA, KANSAS
WICHITA, KANSAS

THE DETROIT EDISON COMPANY
1970 ORCHARD LAKE ROAD
SYLVAN LAKE, MI 48320