

Detroit  
Edison

LIBER 130237760

92 267803

OVERHEAD EASEMENT (RIGHT OF WAY) NO. 0-1611

On Sept 15, 1992, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

The Charter Township of Springfield, 650 Broadway, Davisburg, Michigan 48019  
"Grantee" is:  
The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226  
Michigan Bell Telephone Company, a Michigan corporation, 444 Michigan Avenue, Detroit, Michigan 48226  
North Oakland Cablevision, Inc., a Michigan corporation, 37269 Huron River Drive, New Boston, Michigan 48164

"Grantor's Land" is in the Township of Springfield, Oakland County, Michigan described as:

Section 18, Town 4 North, Range 8 East, that part of the East one-half (1/2) of the East one-half (1/2) of section lying Southerly of GTRR R/W and Northerly of centerline of Davisburg Road except 20 feet strip lying adjacent to the South R/W line of GTWRR and extending Westerly 412.50 feet more or less from the East section line, also that part of the West one-half (1/2) of the Northeast one-quarter (1/4) lying South of GTRR R/W except the West 304.90 feet, also that part of the West one-half (1/2) of the Southeast one-quarter (1/4) lying North of Davisburg Road except the West 304.90 feet, containing 89.81 Acres. Sidwell No: 07-18-251-009.

The "Right of Way Area" is a part of Grantor's Land and is described as:

The right of way is ten (10) feet in width and is shaded on the attached Right of Way Sketch No. 07611, dated 12-10-91 and revised 6-2-92, and is labeled Attachment "A".

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.
2. Access: Grantor shall provide to Grantee an access route to Grantee's facilities at all times.
3. Buildings or other Permanent Structures: No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.
4. Trees, Bushes, Branches or Roots: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area (or that could grow into the Right of Way Area) that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities provided, however, that Grantee shall give the Charter Township of Springfield at least ten (10) days prior written notice before exercising any of the rights granted in this paragraph, except in the case of an immediate and pressing emergency situation where safety considerations do not allow granting of such notice, in which case Grantee shall give the maximum amount of notice reasonable under the circumstances.
5. Restoration: If Grantee's employees, contractors, vehicles or equipment damage Grantor's land during the exercise by Grantee of any of the rights granted within this document, Grantee shall cause such land to be repaired and restored, at Grantee's sole expense, to a condition fully equal to that existing before such damage occurred.
6. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.
7. Supersedes: This overhead easement (Right of Way) shall supersede and release any and all prior easements (Right of Way) agreements.
8. Indemnify: Grantee shall indemnify and hold Grantor harmless from and against any and all loss or damage that Grantor may suffer as a result of the activities of Grantee or Grantee's employees, agents, or subcontractors in any way resulting from Grantee's activities on Grantor's land pursuant to this agreement, except that Grantee will not indemnify Grantor for claims arising out of Grantor's negligence.
9. Landscaping: Grantee will be planting trees, bushes and other landscaping in the park and it is possible that some of them would be located in or near the easement area. Grantor shall submit for Grantee's review any proposed landscaping in the easement area or within twenty (20) feet of the easement area and request that Grantee receive written authorization from the Grantor prior to any removal or trimming of that landscaping.
10. Relocation: As a condition of this easement being granted, Grantee agrees to move and relocate, at Grantee's sole cost and expense, any overhead utility line facilities consisting of poles, guides, anchors, wires, cables, transformers and accessories, which the Grantor request to be moved and relocated as a result of the development of the property, which is currently vacant land, Grantor shall designate the new location of said items as is reasonable, relocation to be only in an East-West direction.
11. Removal: Grantee shall remove existing two (2) poles, guy wires and overhead wires as shown on Attachment "A".

O.K. - LMP  
1300  
2.00RMB

REC'D RIGHT OF WAY FILE NO. 32285-88 / RECORDED RIGHT OF WAY NO. 44082

R/W NO: 0-1611

LIBER 130237761

Witnesses:(type or print name below signature)

*Diana L. Walls*  
DIANA L. WALLS  
*Carol H. Putnam*  
CAROL H. PUTNAM

Grantor:(type or print name below signature)

THE CHARTER TOWNSHIP OF SPRINGFIELD

BY: *Collin W. Walls*  
Collin W. Walls

ITS: Supervisor

BY: *J. Calvin Walters*  
J. Calvin Walters

ITS: Clerk

Acknowledged before me in Oakland County, Michigan, on Sept. 15, 1992 by  
Collin W. Walls, the Supervisor, and J. Calvin Walters, the Clerk, of The Charter Township of Springfield, for the Charter  
Township.

DIANA L. WALLS  
NOTARY PUBLIC - OAKLAND COUNTY, MICH.  
MY COMMISSION EXPIRES 12-13-94

Notary's Stamp \_\_\_\_\_ Notary's Signature *Diana L. Walls*  
(Notary's name, county and date commission expires)

Witnesses:(type or print name below signature)

*James D. McDonald*  
JAMES D. McDONALD  
*Terry L. Benedict*  
TERRY L. BENEDICT

Grantee:(type or print name below signature)

THE DETROIT EDISON COMPANY

BY: *Ronnie A. May*  
Ronnie A. May

ITS: Director - Pontiac Service Center

On this 22<sup>nd</sup> day of July, 1992, the foregoing instrument was acknowledged before me, by Ronnie A. May,  
Director of the Pontiac Service Center - Oakland Division of The Detroit Edison Company, a Michigan corporation, on behalf of  
the corporation.

JAMES D. McDONALD  
Notary Public, Oakland County, MI  
My Commission Expires April 24, 1996

Notary's Stamp \_\_\_\_\_ Notary's Signature *James D. McDonald*  
(Notary's name, county and date commission expires)

Prepared by and Return to: James D. McDonald, 30400 Telegraph Road, Suite 222, Birmingham, Michigan 48025/avm.

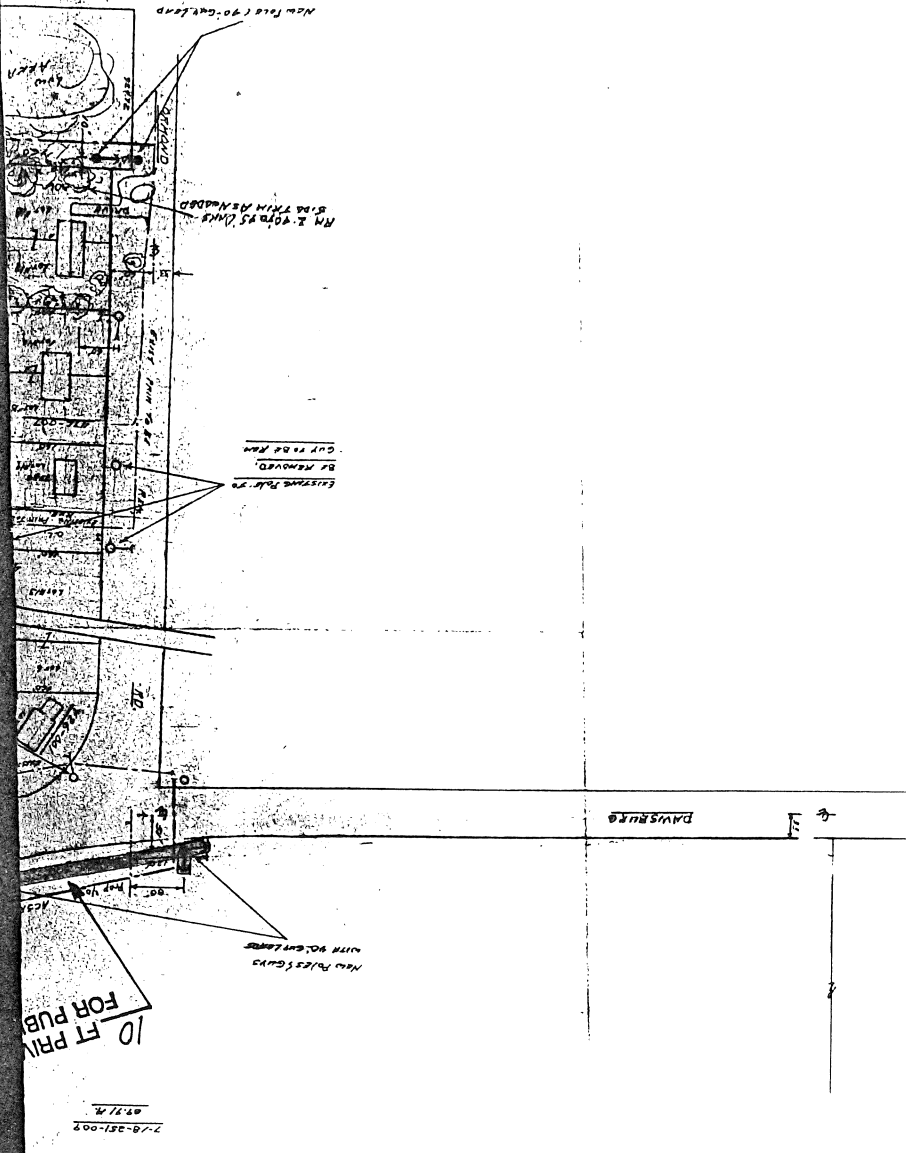
RECORDED RIGHT OF FAX NO. 44032

See Also: 253835  
253837

253835  
253837



LIBER 13023 PD 763



RECORDED RIGHT OF WAY MAP  
641031432

See also:

MISC. RIGHT OF WAY FILE NO. 253 835 - 253 837

10 FT PRIV FOR PUB

77-8-251-009  
03/1/78