

Nov 28 95 2 34 143

LIBER 15842 PG 260

OVERHEAD EASEMENT (RIGHT OF WAY) NO. R-9501512-1

On OCTOBER 5, 1995, 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 Walled Lake Consolidated School District, Oakland County, Michigan, a school district of the third class, whose address is 850 Ladd Road, Building D, Walled Lake, Michigan 48390.

"Grantee" is the Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226; Ameritech, 54 North Mill Street, Pontiac, Michigan 48342 and T.C.I. Cablevision, 3166 Martin Road, Walled Lake, Michigan 48390.

"Grantor's Land" is located in the Township of Commerce, Oakland County, Michigan, described in the attached Appendix "A". Sidwell No. 17-22-126-031.

The "Right of Way Area" is part of Grantor's Land and is described as: As shown on attached Detroit Edison Company drawing No. R-9501512-1, dated August 28, 1995. The width of the Right of Way is ten (10) feet.

*X*

1. Purpose. The purpose of this Right of Way is to construct, re-construct, modify, add to, operate and maintain only overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories. The sole and exclusive purpose of this Right of Way Agreement is for ~~utility line facilities~~ overhead utility line facilities easement only.

2. Access. Grantee has the right of access to and from the Right of Way area.

3. Building or Other Permanent Structures. No buildings or other permanent structures shall be placed in the Right of Way area without Grantor'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 in the Right of Way area) that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.

5. Restoration. If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall at no cost or expense whatsoever to Grantor, promptly

\$ 2.00 RENOVATION  
28 NOV 95 3:28 P.M. RECEIPT# 216B  
PAID RECORDED OAKLAND COUNTY  
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. 47893

*MW  
ZLW*

O.K. -S.H.

restore Grantor's Land as nearly as can be to its original condition.

6. Indemnification and Waiver. Except for claims arising out of Grantor's sole negligence, Grantee agrees to indemnify the Grantor from all claims, judgments, costs, expenses (including attorney fees), actions, damages, liens and liability in connection with the exercise of the rights of use granted in this instrument, including, but not limited to, any claims based on personal injury or property damages. Grantee also waives any right of recovery it has or now or later may have, against the Grantor for any loss or damage arising out of or in any way relating to, this instrument.

7. Assignment. Grantee shall not assign its rights under this Right of Way Agreement without the prior written consent of the Grantor.

8. Amendment. This instrument may only be amended by written agreement of all of the parties.

9. Governing Law. This instrument shall be governed by Michigan law. Venue for any action brought under this instrument shall lie only in Oakland County, Michigan.

10. Effective Date. This Right of Way Agreement shall become effective when all the parties listed below have signed this Agreement.

WITNESSES:

L. Irene Rundell  
L. IRENE RUNDALL

Carole A. Krutzw  
CAROLE A. KRUTZER

Charles E. Carlsen  
CHARLES E. CARSEN

John V. Slomezenski  
JOHN V. SLOMEZENSKI

GRANTOR:

WALLED LAKE CONSOLIDATED  
SCHOOL DISTRICT,  
Oakland County, Michigan

By James R. Geisler  
James R. Geisler, PhD.  
Its Superintendent

GRANTEE:

THE DETROIT EDISON COMPANY,  
a Michigan corporation

By Terry L. Benedict  
TERRY L. BENEDICT  
Its Authorized Agent

RECORDED RIGHT OF WAY NO. 47893



STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this 25 day of OCTOBER, 1995, by A. WATKINS authorized agent of Ameritech, a corporation on behalf of the corporation.

Terry L. Benedict

Notary Public  
OAKLAND County, MI  
My Commission Expires: 6-17-96

TERRY L. BENEDICT  
Notary Public, Oakland County, MI.  
My Commission Expires June 17, 1996

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this 2 day of NOVEMBER, 1995, by A. HOUGHTON authorized agent of T.C.I. Cablevision, a corporation on behalf of the corporation.

Terry L. Benedict

Notary Public  
OAKLAND County, MI  
My Commission Expires: 6-17-96

TERRY L. BENEDICT  
Notary Public, Oakland County, MI  
My Commission Expires June 17, 1996

Drafted by and when recorded return to:

Terry Benedict  
The Detroit Edison Company  
56500 Grand River  
New Hudson, MI 48165  
(313) 213-3926

RECORDED RIGHT OF WAY NO. 47899

LISER 15842 PG 264

APPENDIX "A"

Commerce

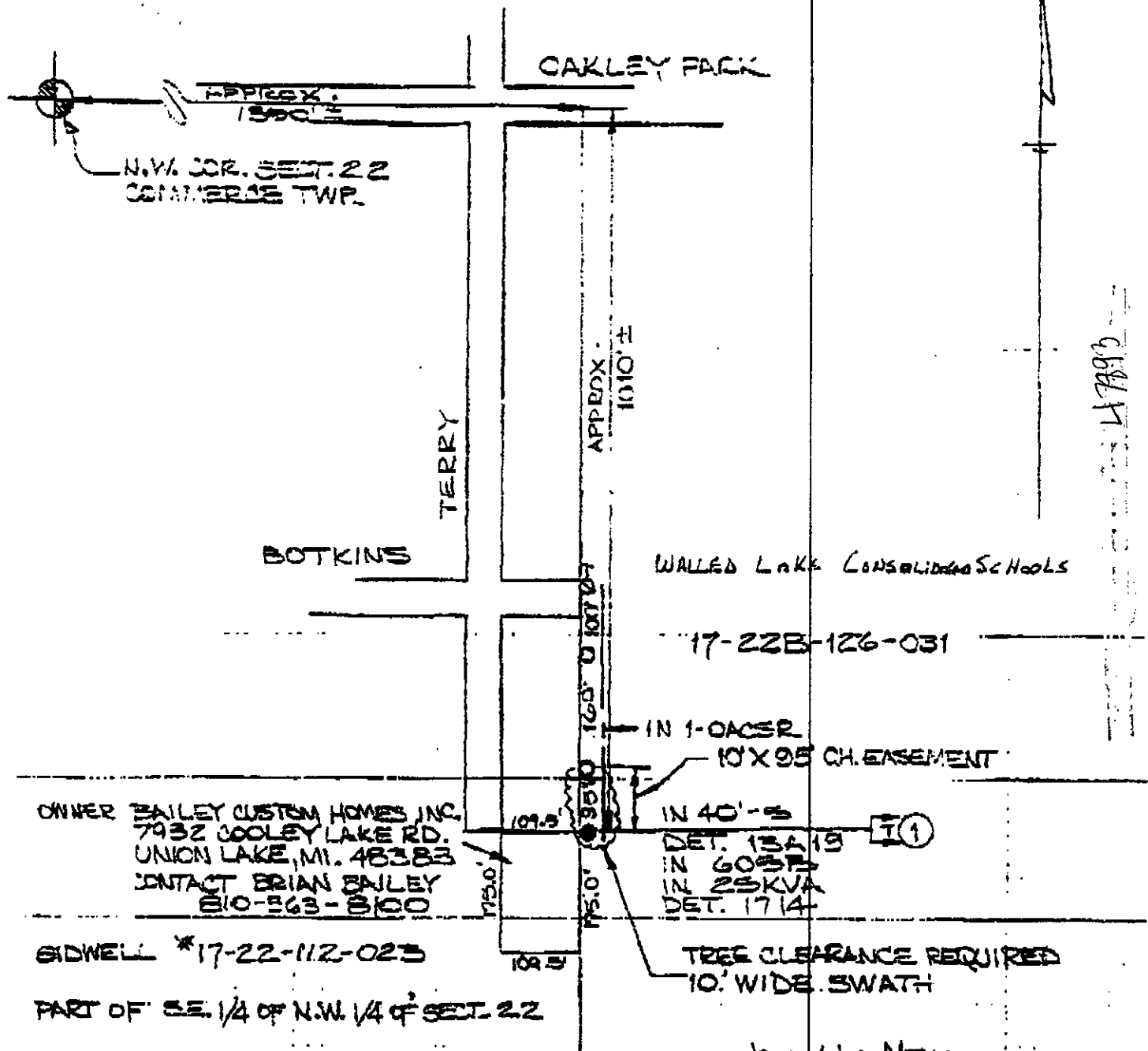
PROPERTY DESCRIPTION:

- 01 T2N, R8E, SEC 22
- 02 PART OF NW 1/4
- 03 BEG AT PT DIST
- 04 N 89-48-00 W 91.80 FT
- 05 FROM CEN OF SEC,
- 06 TH N 657.24 FT,
- 07 TH S 89-41-00 E 91.80 FT,
- 08 TH N 908.10 FT,
- 09 TH N 89-48-00 W 440.90 FT,
- 10 TH N 40-20-00 W 542 FT,
- 11 TH N 89-29-00 W 321.96 FT,
- 12 TH S 00-24-00 W 50 FT,
- 13 TH N 89-29-00 W 222.50 FT,
- 14 TH S 00-14-00 W 1270.20 FT,
- 15 TH S 89-41-00 E 1118.50 FT,
- 16 TH S 657.53 FT,
- 17 TH S 89-48-00 E 132 FT
- 18 TO BEG 36.49 A

SIDWELL NO. 17-22-126-031

47893

LIBER 15842 PG 265



6847 14799

SIDWELL \*17-22-112-023  
PART OF SE. 1/4 OF N.W. 1/4 OF SECT. 22

TREE CLEARANCE REQUIRED  
10' WIDE SWATH

JOINT USE MEAS  
MBT 0-9501512-1  
CATV 0-9501512-2

<p><b>LEGEND</b></p> <p>● FOREIGN POLE</p> <p>○ EXIST. D.E. CO. POLE</p> <p>— PROPOSED POLE</p> <p>— EXIST. ANCHOR</p> <p>— PROPOSED ANCHOR</p> <p>— TREE</p> <p>— 120/740 VOLT LINE</p> <p>— 4800 VOLT LINE</p> <p>— 14400 VOLT LINE</p> <p>— 48000 VOLT LINE</p>	<p>THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT</p>			
	<p>OWNER: <b>COMMERCE OAKLAND</b></p> <p>MAP SECT: <b>1-226-353 2N 3E</b></p> <p>PROJECT NAME: <b>MBT &amp; CATV</b></p>	<p>CITY: <b>OAKLAND</b></p> <p>TWP. &amp; SECT. NO.: <b>2N 3E</b></p> <p>DATE: <b>1995</b></p>	<p>CONDUIT: <b>SECURE R/W AND TREE CLEARANCE</b></p> <p>SCALE: <b>1" = 200'</b></p>	<p>DEPT. ORDER NO.: <b>2-ED1512</b></p> <p>DATE: <b>8-28-95</b></p>
	<p>CONDUCTOR: <b>12 25KVA</b></p> <p>PROJECT NO.: <b>17-22-112-023</b></p>	<p>DATE: <b>8-28-95</b></p>	<p>PROJECT NO.: <b>17-22-112-023</b></p>	<p>DATE: <b>8-28-95</b></p>
	<p>DESIGNED BY: <b>JOE MARTIN</b></p>	<p>DATE: <b>8-28-95</b></p>	<p>PROJECT NO.: <b>17-22-112-023</b></p>	<p>DATE: <b>8-28-95</b></p>
	<p>DATE: <b>8-28-95</b></p>	<p>PROJECT NO.: <b>17-22-112-023</b></p>	<p>DATE: <b>8-28-95</b></p>	<p>DATE: <b>8-28-95</b></p>