

Jan 18, 1948

IN CONSIDERATION of the sum of One (\$1.00) Dollar and other valuable consideration, receipt of which is hereby acknowledged, LAPHAM COAL, INC. (hereinafter referred to as "LAPHAM") hereby grants to the DETROIT EDISON COMPANY (hereinafter referred to as "EDISON"), its successors and assigns, the right to construct, operate and maintain its overhead lines for the transmission and distribution of electricity and Edison communication facilities, including one (1) tower having a base of approximately fifteen (15) feet square, fixtures, wires and equipment, and including also the right to trim or cut down any trees along said lines, which could fall into the lines or interfere in any way with their operation upon, over and across that portion of the below-described property as per drawing attached hereto and made a part thereof, located in the City of Royal Oak, County of Oakland, State of Michigan, and described as follows:

The Westerly part of Lot 56 of Assessor's Plat #22 of Lots 1 to 54, inclusive, Truesdell Addition to the Village of Royal Oak, part of the North Half of the Southwest Quarter of Section 22, T 1 N, R 11 E, according to the plat thereof recorded in Liber 53 of Plats, page 34, Oakland County Records, being that part of said Lot 56, included in Lots 29, 30, 31, 54 and Lot 53, except South 102 feet of East 40 feet of Truesdells Addition.

The route of the overhead lines shall be as follows:

In a Northwesterly and Southeasterly direction across above-described property along Northeasterly of and adjacent to the right-of-way of the Grand Trunk Western Railroad.

Edison, its successors and assigns, covenants and agrees that it will reimburse Lapham for all damage caused by its agents, servants and employees, teams, trucks and other vehicles and equipment in entering said property for the purposes set forth herein.

Edison, its successors and assigns, covenants and agrees to save and keep Lapham, its successors and assigns, harmless from and indemnify it against any penalty, damage or charges imposed for any violation of any laws or ordinances, and at all times to protect, indemnify and save Lapham harmless of and from any loss, cost, damage or expense, including attorneys' fees, arising out of or from any accident or other occurrence on or about the premises above described, causing injury to any person or property whomsoever or whatsoever, arising by reason of the construction, operation and maintenance of said tower, fixtures, wires and equipment on the premises described above. Edison further covenants and agrees to protect, indemnify and save Lapham harmless of and from any and all claims, and against and from any and all loss, cost, damage or expense, including attorneys' fees, arising out of any failure of Edison in any respect to comply with and perform all of the terms and provisions contained herein.

Edison, for itself, its successors and assigns, covenants and agrees to relocate its tower, fixtures, wires and equipment upon a six months' notice from Lapham, its successors or assigns, so to do should the future use of the property by Lapham, its successors or assigns, be such as to require relocation. In the event Edison abandons or discontinues the use of said overhead lines for the purposes stated above, it shall, at its own cost and expense, remove said tower, base, fixtures, wires and equipment, and restore the premises to the same condition as they were on the date hereof.

RIGHT OF WAY FILE NO. 12458

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11-7-48

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In addition to the above consideration, Edison, or its successors and assigns, shall pay Lapham the sum of One Hundred (\$100.00) Dollars for the above right-of-way on the premises described above before the tower is erected.

IN WITNESS WHEREOF, the parties hereto have this agreement, the day and year first above written.

Witness:

Lyman G. Hedden
Bessie E. Tabash
Lyman G Hedden
Bessie E Tabash

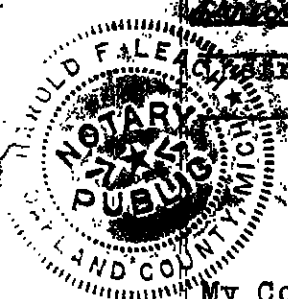
Signed: LAPHAM COAL CO.
Wm Lapham
R A Lapham
Accepted: THE DETROIT EDISON COMPANY
By Richard H. Taylor
Richard H Taylor Right-of-Way Agent



STATE OF MICHIGAN)
County of Oakland) ss.

On this 21st day of June, A.D. 1948, before me appeared Wm Lapham and R A Lapham to me personally known, who being by me severally duly sworn, did say that they are respectively

Pres. and Secy
OF Lapham Coal Co., a corporation created and existing under the laws of Michigan, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in the behalf of said corporation by authority of its Board of Directors; and the said Wm Lapham and R A Lapham acknowledged the said instrument to be the free act and deed of the said Lapham Coal Co.



Harold F. Leach
Notary Public
County, Michigan.

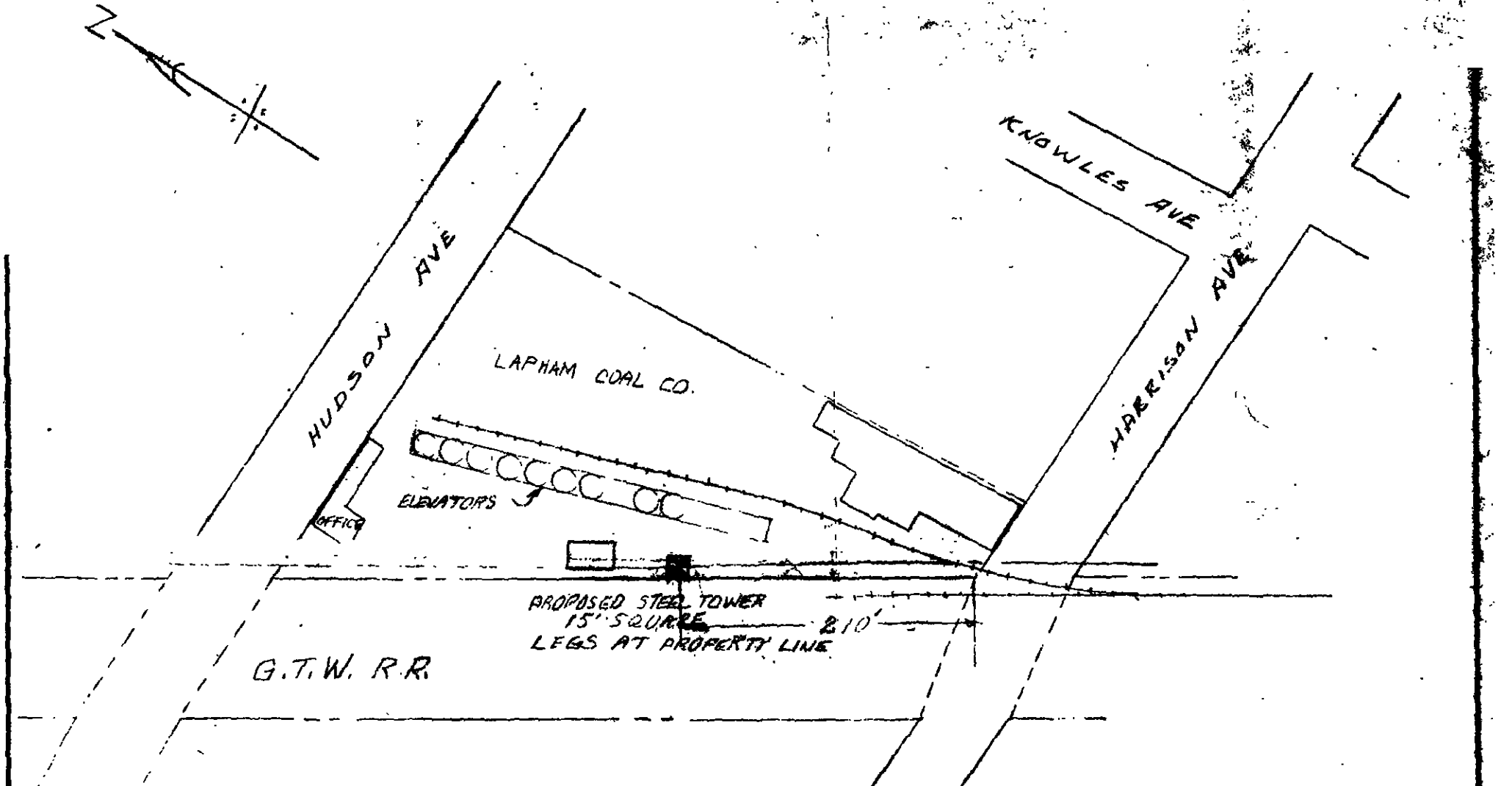
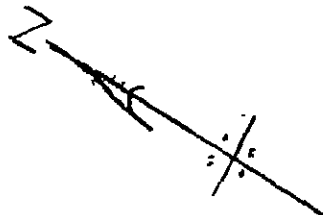
My Commission expires Notary Public, Oakland County, Mich
My Commission Expires Feb. 8, 1949

REGISTER OF DEEDS } JUL 8 1948
Oakland County, Mich. }
Received for record at 11:30 o'clock 9 M., and recorded in Liber 2433 Page 469-71 of Oakland County Register of Deeds Records.

Orrin McQuaid
ORRIN McQUAID, Register of Deeds

RIGHT OF WAY FILE NO. 12458

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CODE

- TOWER LOCATION
120 KV. LINE

SKETCH
OF PORTION OF-

LAPHAM COAL INC.
PROPERTY

CITY OF ROYAL OAK

THE DETROIT EDISON COMPANY		
ELECTRICAL SYSTEM		
ENGINEERING DEPARTMENT DIVISION		
LAYOUT BY <i>ASB</i>	DRAWN BY <i>HCP</i>	ED-652
CHECKED BY <i>ALM</i>	APPROVED BY <i>DAB</i>	SCALE 1" = 100 FT.
ISSUED TO		DATE <i>27 MAY 1947</i>