

### **ELECTRIC LINE LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("License Agreement"), entered into this 4th day of November, 2000, by and between GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 300 Renaissance Center, Detroit, Michigan 48265, hereinafter referred to as Licensor, and THE DETROIT EDISON COMPANY, a Michigan corporation, with its principal address at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as Licensee, is based upon the following recitals,

### WITNESSETH:

WHEREAS Licensor is the owner of a tract of land situated in Licensor's Pontiac North Campus, North of Columbia Avenue and East of Baldwin Avenue in the City of Pontiac, County of Oakland, and State of Michigan (hereinafter "Licensor's Property"); and

WHEREAS Licensee has requested a license to enter upon a portions of Licensor's Property West of Highwood Boulevard and North of the Grand Trunk Western Railroad right-of-way for the purpose of installing, maintaining, repairing, and replacing overhead tower lines, pole lines, and underground electrical lines including wires, manholes, conduits, cables, and equipment; and

WHEREAS Licensor is willing to grant the requested permission subject to and upon the following terms and conditions:

NOW THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- (1) GRANT: Licensor hereby grants to Licensee a license to enter upon portions of Licensor's Property (the "License Area") as more particularly described and shown on Detroit Edison System Projects & Engineering Drawing Number SE PON-11, Job Number 200002060 Sheets 1 through 12 dated 5/15/00 attached hereto and made a part hereof.
- (2) TERM: The term of this License Agreement shall commence after the execution of this License by both parties and upon compliance with the insurance requirements provided for hereinafter (the "Commencement Date") and continue thereafter until canceled by Licensor upon ninety (90) days prior written notice. In the event that Licensor cancels this Agreement, Licensor shall bear the costs associated with the relocation and/or removal of Licensee's installations made necessary as a result of the cancellation.
- (3) <u>EASEMENTS OR RESTRICTIONS</u>: The granting of this License is subject to any easements or restrictions of record or those matters which a personal inspection or an accurate survey of the property would reveal.
- (4) <u>PERMITTED USE</u>: The License granted hereunder shall be solely for the purpose of installing, maintaining, repairing, and replacing overhead tower lines, pole lines, and underground electrical lines including wires, manholes, conduits, cables, and equipment.
- (5) <u>SUPERVISION</u>: Licensee shall be responsible during the term of this License for the supervision of all work performed in connection with its access to and use of the License Area, and Licensee shall take all precautions, including but not limited to the posting of signs and the placing of fencing and barricades as are necessary in the interest of public safety and for the safety of any persons working on or traveling upon or in any way using the License Area or land adjacent thereto. Licensee shall also be responsible for and take all precautions for the protection of

all persons and of real and personal property situated on the perimeter adjacent to or abutting the License Area.

- (6) <u>CONFORMITY WITH LAW</u>: All construction, operations, inspections, repairs, and maintenance conducted by Licensee on the License Area shall be in conformity with safe practices and shall at all times be in compliance with all local, State, and Federal laws, statutes, rules, and regulations pertaining thereto.
- (7) <u>INSURANCE</u>: Throughout the term of this License Agreement, Licensee shall self-insure or Licensee and its contractors shall obtain and maintain, at Licensee's sole cost and expense, and keep in force for the benefit of Licensee, with Licensor named as additional insured, insurance policies providing the following coverages:
  - (a) A comprehensive policy of general public liability insurance, protecting and indemnifying Licensor and Licensee against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the License Area, and all other areas adjacent to the License Area, with such policy to be in the minimum amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence, for personal injury and property damage;
  - (b) Worker's compensation insurance having such limits, and containing such terms and conditions as are required under applicable law;
  - (c) Such other insurance, in such amounts and in such form as may reasonably be required by Licensor from time to time during the term of this License.

All insurance policies required to be procured and maintained hereunder shall (i) be issued by financially responsible insurance companies acceptable to Licensor;

(ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Licensor may carry; (iii) with the exception of worker's compensation insurance, insure and name Licensor as additional insured as its respective interests may appear; and (iv) contain an express waiver of any right of subrogation by the insurance company against Licensor and its agents and employees. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Licensee (or its contractor(s)) arising under or out of this License Agreement. Licensee shall deliver to Licensor certificates of insurance evidencing all of the coverages Each insurance policy with the exception of worker's required hereunder. compensation insurance (and any renewal or extension thereof) required to be carried hereunder shall provide that unless Licensor shall first have been given thirty (30) days prior written notice, (i) such insurance policy shall not be canceled and shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy (which changes shall also require Licensor's prior written approval).

Licensee shall not do or permit to be done any act or thing upon the License Area that will invalidate or be in conflict with any insurance policies covering the same. Licensee shall promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and shall not do or permit anything to be done in or about the License Area which shall increase the rate of insurance on Licensor's Property.

(8) <u>INDEMNIFICATION</u>: Licensee shall defend, indemnify, protect, and save harmless Licensor, its officers, directors, and employees from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and dispursements that: (i) arise from or are in

connection with the License granted hereunder for the License Area or any portion thereof; (ii) arise from or are in connection with any act or omission of Licensee or Licensee's agents, employees, contractors, subcontractors, licensees, invitees, or others who are present as a specific result of this License Agreement for or on behalf of Licensee; (iii) result from any default of this License Agreement or any provision hereof by Licensee; (iv) result from the presence of Licensee's property or equipment on the License Area; or (v) result from injury to person or property or loss of life sustained in or about the License Area, except for claims arising out of Licensor's sole negligence; all regardless of whether such claims are asserted or incurred before, during, or after the term of this License Agreement. Licensee's obligations under this paragraph shall survive the expiration of this License Agreement.

- (9) VACATION OF PREMISES: Upon termination of this License Agreement, Licensee shall remove its personnel, materials, equipment, and personal property from and shall vacate the License Area as soon as reasonably practicable; provided, however, that Licensee shall, upon direction from Licensor, repair any damage to the License Area and/or Licensor's Property caused by Licensee's use thereof or caused by Licensee's removal of its materials, equipment, and personal property therefrom.
- represents and warrants to Licensor that Licensee, its agents, employees, and contractors, shall not at any time store, handle, use, package, generate, place, treat, dispose, or allow to remain on the License Area or Licensor's Property any hazardous substances, hazardous wastes, or toxic substances as those terms are defined and regulated under CERCLA, 42 U.S.C. 9601 et seq., RCRA, 42 U.S.C. 6901 et seq., or TSCA, 15 U.S.C. 2601 et seq. (hereinafter collectively referred to as "Hazardous Substances"). Licensee covenants to comply with all environmental laws and regulations and to take such other actions as may be

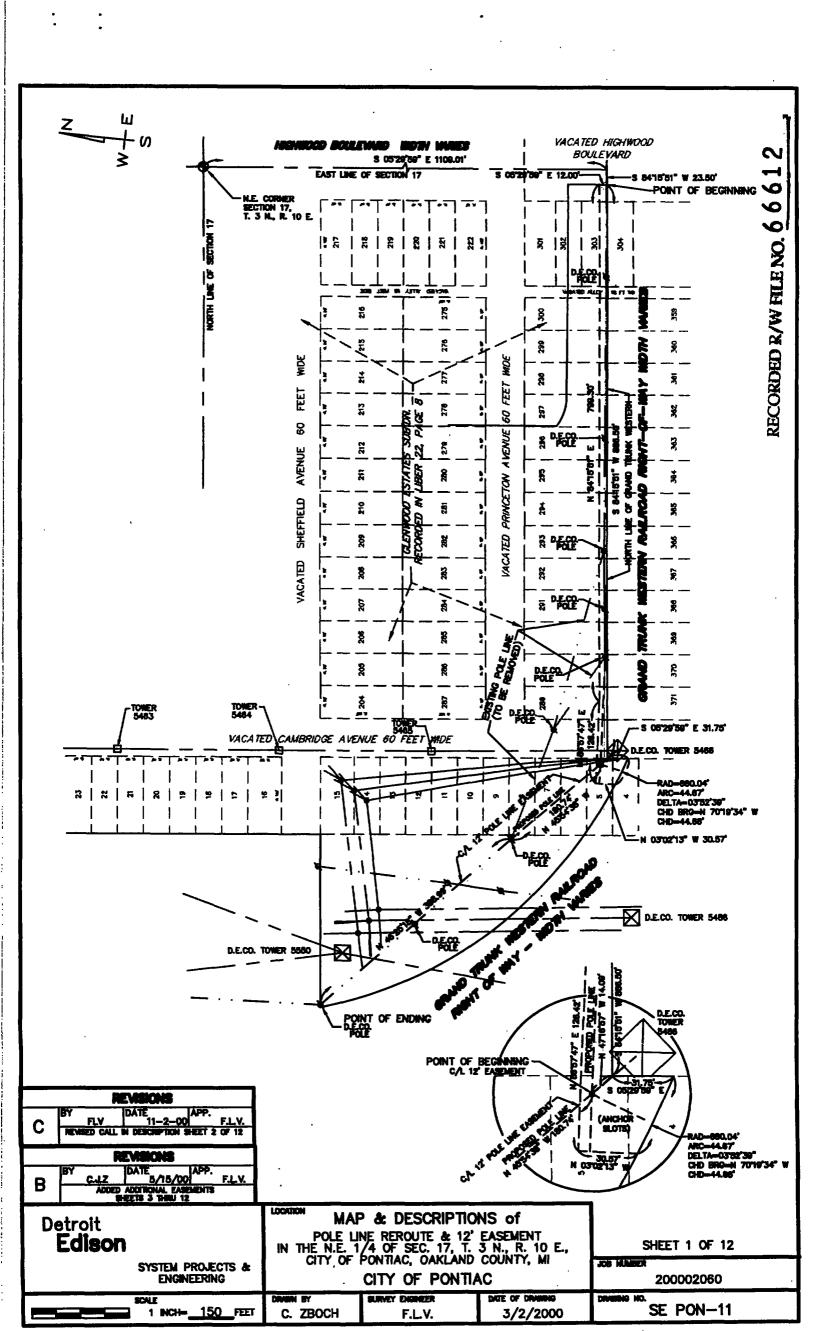
reasonably required to protect against environmental liabilities. The terms and provisions of this paragraph shall survive the expiration of this License Agreement.

- waste or nuisance upon the Licensee shall not commit or suffer to be committed any waste or nuisance upon the License Area. Licensee shall take such action as may be reasonably necessary to prevent or terminate any such nuisance or waste arising out of Licensee's use of the License Area, including, without limitation, any nuisance created by employees, agents, or contractors of Licensee.
- (12) PROTECTION FROM LIENS: Licensee shall keep the License Area and the Licensor's Property and every part thereof free and clear of any and all liens and encumbrances for work performed by Licensee, or on Licensee's behalf, on the License Area.
- (13) <u>TAXES</u>: Licensee shall be responsible for and shall pay, prior to delinquency, any and all taxes, assessments, levies, fees, and other governmental charges levied or assessed against or with respect to all personal property and equipment located or to be located on the License Area.
- (14) GOVERNING LAW: This License Agreement shall be governed and construed in accordance with the laws of the state in which the licensed property is located and shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.
- (15) NOTICES: All notices or other communications provided for under this License Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) one

			• !	:	
If to Licensor:	General Mot	ors Corporation			•
•		le Real Estate	· ·	·	•
	200 Renaiss	ance Center	· : I .		•
•	MC 482-B38	•			'
	Detroit, MI A		:	· .	
	Attention: G	eneral Director	· ·		•:
	:				•
If to Licensee	The Detroit C	idiaan Campany	· :		
II to Licensee	2000 Second	Edison Company			
	Detroit, MI 4	•	:		
	Attention: Di				
•					
			:		
Each party shall have t	the right to de	signate other o	r additions	al addresses o	r ·
addressees for the delive	erv of notices b	v aivina notice a	of the sam	e in the manne	) <b>Г</b> 1
•		, giving house v			** \$
as previously set forth he	<b>rein.</b>				
	· .	•	· · :		
IN WITNESS WHEREOF, the L	icensor has side	ned and sealed t	: thie inetrum	ment this	
	T	•	!		-
day of Sourbele	, 2000, and	the Licensee h	as signed	and sealed this	8
instrument this 84h day of	December	2000.			•.
In the presence of:	·首	GENERAL MO	TORSOCO	RPORATION	잂쁜
( ) Y 1 · a		$-\Omega \Omega$			
Mary suiter		BY/\(\(\frac{1}{2}\)			30
Nancy A. Trouter	2	Dire	ctor idwide <b>Real I</b>	<u> </u>	5₹
Harry Bradaux	(201 <u>2</u> )	ATTEST	2	Tu Day.	調子
Lori Brodeur		ATTEST VV	A Tenin	- Marine	
		Checy	ASS	stant Secretary	
	E C				링글
La d'a a la casa de	<b>E</b>				₩Ş.
In the presence of:	i	THE DETROIT	EDISON	COMPANY	1.1
Toda Maisero		BY TIMENT	1.1.76		: .
Todd M. Maisano	!			Director President	!
A Q			:	<del>TIUUUUTI</del>	;
Luchamara		ATTEST			•:
THOMAS WILSON	i			Secretary-	-
	· } 1 1 ;			. /	•
	- 7, -		100000000	12/4/2000	Cold Person

(1) business day after being sent by overnight delivery service, all to the following

addresses:



A pole line easement on, over, under and across a strip of land being part of the Northeast 1/4 of Section 17, Town 3 North, Range 10 East, and part of the west 1/2 of vacated Highwood Boulevard, Lot 303 and an 18 foot wide vacated alley, Lots 288 through 300 both inclusive and vacated Cambridge Avenue, Lots 4 and 5 both Inclusive, of "Glenwood Estates Subdivision of N.W. 1/4 of N.W. 1/4 of Section 16 and N.E. 1/4 of N.E. 1/4 of Section 17, Town 3 North, Range 10 East", City of Pontiac, Oakland County, Michigan, as recorded in Liber 22 of Plats, Page 8, Oakland County Records. Described as: Commencing at the Northeast Corner of Section 17; thence South 05°29'59" East, 1109.01 feet along the east line of said Section 17 (Highwood Boulevard variable width) to a point on the northerly right of way line of the Grand Trunk Western Railroad (width varies); thence South 84°15'51" West, 23.50 feet along said northerly right of way line of the Grand Trunk Western Railroad to the POINT OF BEGINNING; thence continuing South 84°15'51" West, 886.50 feet; along said northerly line of the Grand Trunk Western Railroad, said line also being the south line of Lot 303, across a vacated alley (18 feet wide), and the south line of Lots 288 through 300 both inclusive, and across vacated Cambridge Avenue (60 feet wide) and across the west 1/2 of a vacated portion of Highwood Boulevard, of said subdivision; thence continuing along said railroad right of way line South 05°29'59" East, 31.75 feet and 44.67 feet along a curve to the right having a radius of 660.04 feet a central angle of 03°52'39" and a chord bearing and distance of North 70°19'34" West, 44.66 feet; thence North 03°02'13" West, 30.57 feet; thence North 86°57'47" East, 126.42 feet; thence North 84°15'51" East, 799.30 feet; thence South 05°29'59" East, 12.00 feet to the point of beginning.

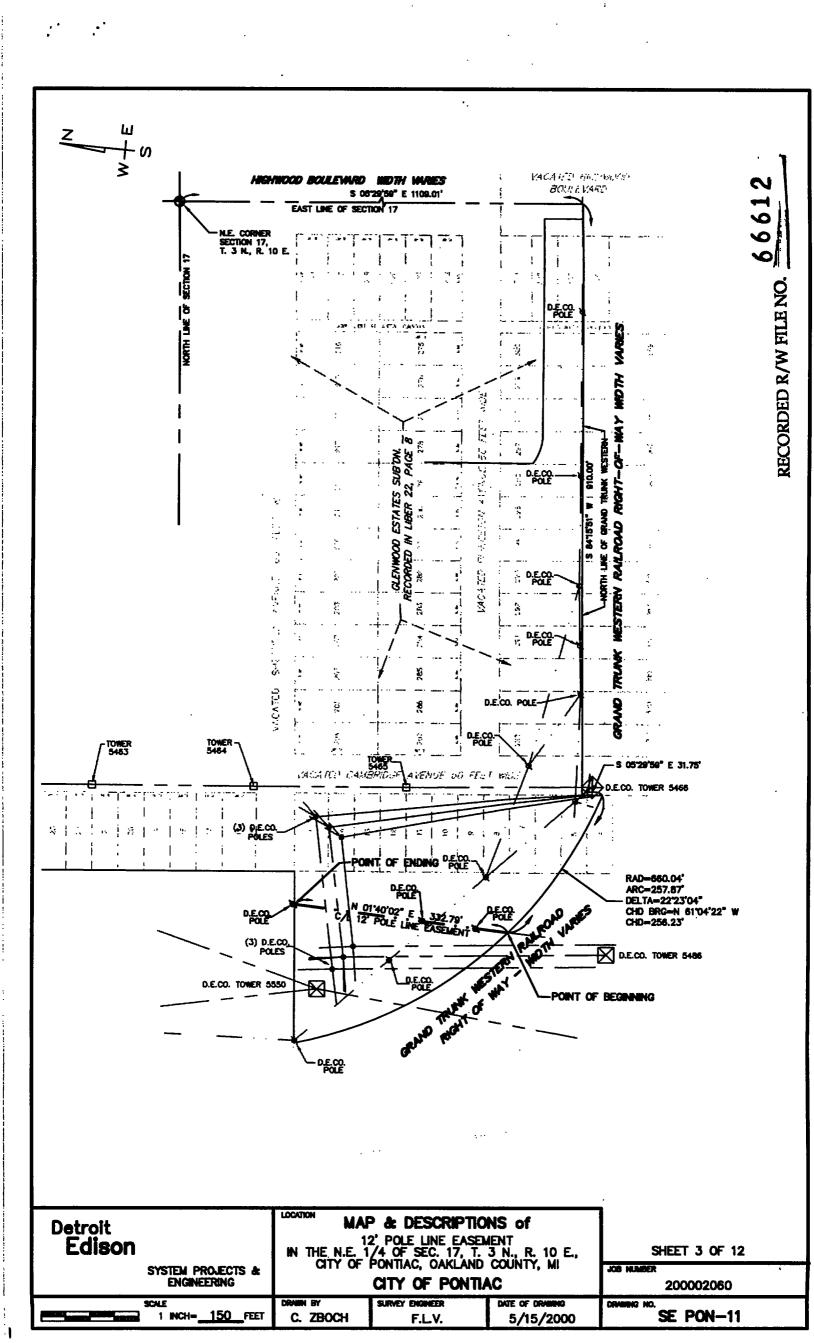
Said easement is to construct, reconstruct, operate and maintain overhead and underground electric lines including poles, wires, manholes, conduits, cables and equipment. These facilities may include telecommunication medium, for use of Edison or Edison's assignees. Edison may trim or cut down any trees, bushes, or branches in the easement that Edison believes could interfere with the operation and maintenance of its facilities. No buildings, structures or other encroachments shall be placed in the easement without Edison's prior written consent. Also a 15 foot wide tree trimming easement, lying adjacent to and parallel with the north side of the pole line easement, for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the pole line easement.

And also a pole line easement on, over, under and across 12 foot wide strip of land being part of the Northeast 1/4 of Section 17, Town 3 North, Range 10 East, and part of Lots 5 through 8 both inclusive of "Glenwood Estates Subdivision of N.W. 1/4 of N.W. 1/4 of Section 16 and N.E. 1/4 of N.E. 1/4 of Section 17, Town 3 North, Range 10 East", City of Pontiac, Oakland County, Michigan, as recorded in Liber 22 of Plats, Page 8, Oakland County Records. Described by its centerline as: Commencing at the Northeast Corner of Section 17; thence South 05"29"59" East, 1109.01 feet along the east line of said Section 17 (Highwood Boulevard variable width) to a point on the northerly right of way line of the Grand Trunk Western Railroad (width varies); thence South 84"15"51" West, 23.50 feet along said northerly right of way line of the Grand Trunk Western Railroad; thence continuing South 84"15"51" West, 886.50 feet along said northerly line of the Grand Trunk Western Railroad, said line also being the south line of Lot 303, across a vacated alley (18 feet wide), and the south line of Lots 288 through 300 both inclusive, and across vacated Cambridge Avenue (60 feet wide)and across the west 1/2 of a vacated portion of Highwood Boulevard, of said subdivision; thence North 47"16"57" West, 14.09 feet to the POINT OF BEGINNING; thence North 45"54"38" West, 180.74 feet; thence North 46"25"18" West, 388.99 feet to the point of ending.

Said easement is to construct, reconstruct, operate and maintain overhead and underground electric lines including poles, wires, manholes, conduits, cables and equipment. These facilities may include telecommunication medium, for use of Edison or Edison's assignees. Edison may trim or cut down any trees, bushes, or branches in the easement that Edison believes could interfere with the operation and maintenance of its facilities. No buildings, structures or other encroachments shall be placed in the easement without Edison's prior written consent. Also two 15 foot wide tree trimming easements, lying adjacent to and parallel with each side of the pole line easement, for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the pole line easement.

P:\FLV\DATA\WORD\DRWGS\TWPS\pon\_11b-eht2.doc

Detroit <b>Edison</b>	DESCRIPTIONS OF  POLE LINE REROUTE & 12' EASEMENT IN THE N.E. 1/4 OF SEC. 17, T. 3 N., R. 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MI  CITY OF PONTIAC			SHEET 2 OF 12
SYSTEM PROJECTS & ENGINEERING				200002060
SCALE  1 INCH- N.A. FEET	DRÁMN SY	SURVEY ENGINEER F.L.V.	5/15/2000	SE PON-11



A pole line easement on, over, under and across 12 foot wide strip of land being part of the Northeast ¼ of Section 17, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan. Described by its centerline as: Commencing at the Northeast Corner of Section 17; thence South 05°29'59" East, 1109.01 feet along the east line of said Section 17 (Highwood Boulevard variable width) to a point on the northerly right of way line of the Grand Trunk Western Railroad (width varies); thence along said northerly right of way line of the Grand Trunk Western Railroad the following 3 courses 1.)South 84°15'51" West, 910.00 feet; 2.)thence South 05°29'59" East, 31.75 feet; 3.)thence 257.87 feet along an arc of a curve to the right having a radius of 660.04 feet a central angle of 22°23'04" and a chord bearing and distance of North 61°04'22" West, 256.23 feet to the POINT OF BEGINNING; thence North 01°40'02" East, 332.79 feet to the point of

Said easement is to construct, reconstruct, operate and maintain overhead and underground electric lines including poles, wires, manholes, conduits, cables and equipment. These facilities may include telecommunication medium, for use of Edison or Edison's assignees. Edison may trim or cut down any trees, bushes, or branches in the easement that Edison believes could interfere with the operation and maintenance of its facilities. No buildings, structures or other encroachments shall be placed in the easement without Edison's prior written consent. Also two 15 foot wide tree trimming easements, lying adjacent to and parallel with each side of the pole line easement, for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the pole line easement.

\\FEDERATION\Survey\FLV\DATA\WORD\DRWGS\TWPS\pon\_11b-aht4.doc

Detroit Edison

SYSTEM PROJECTS & ENGINEERING

LOCATION

**DESCRIPTIONS** of

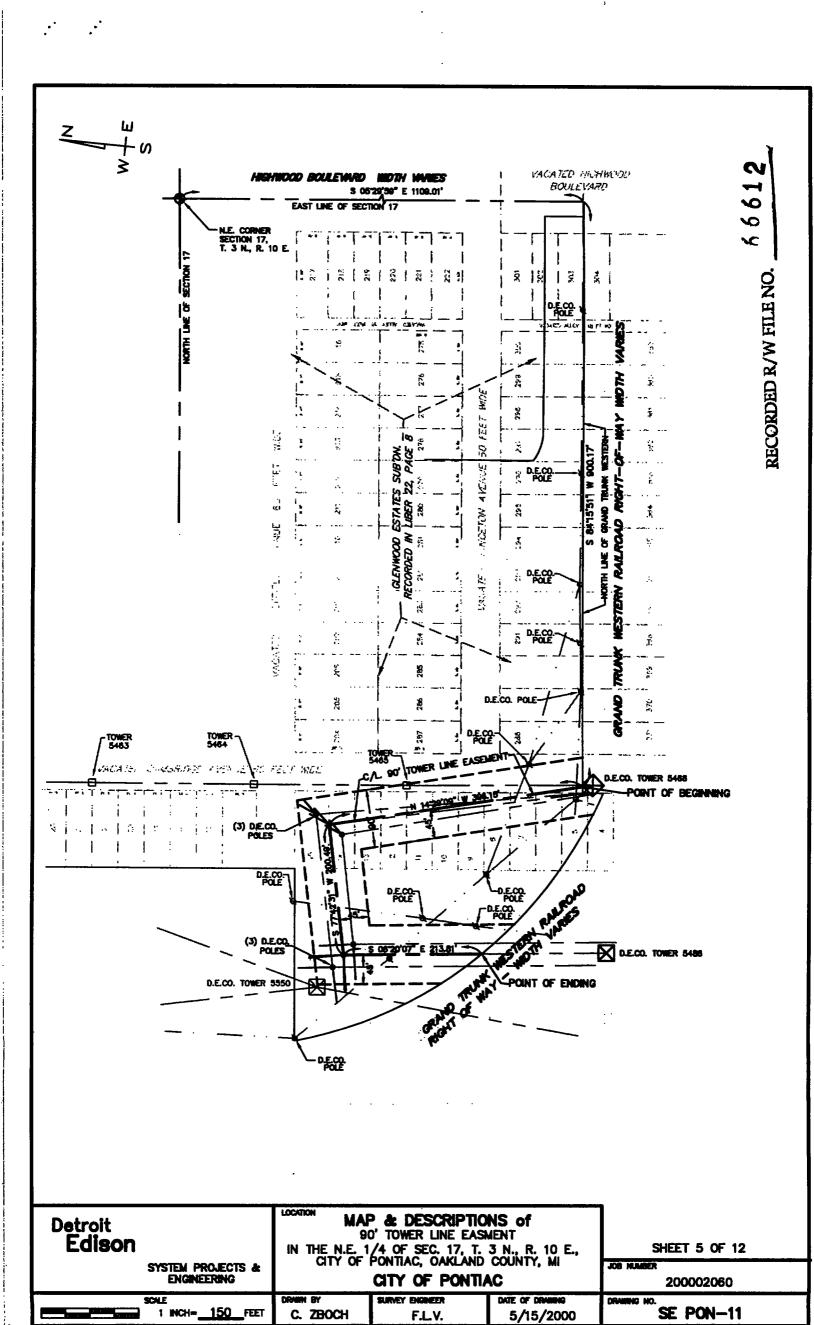
12' POLE LINE EASEMENT E. 1/4 OF SEC. 17, T. 3 N., R. 10 E., OF PONTIAC, OAKLAND COUNTY, MI

CITY OF PONTIAC

SHEET 4 OF 12

200002060

SURVEY ENGINEER SE PON-11 1 INCH- N.A FEET F.L.V. 5/15/2000



A tower line easement on, over, under and across 90 foot wide strip of land being part Lots 4 through 15 both inclusive and across part of vacated Cambridge Avenue (60 feet wide) of "Glenwood Estates Subdivision of N.W. ¼ of N.W. ¼ of Section 16 and N.E. ¼ of N.E. ¼ of Section 17, Town 3 North, Range 10 East", City of Pontiac, Oakland County, Michigan, as recorded in Liber 22 of Plats, Page 8, Oakland County Records. Described by its centerline as: Commencing at the Northeast Corner of Section 17; thence South 05°29'59" East, 1109.01 feet along the east line of said Section 17 (Highwood Boulevard variable width) to a point on the northerly right of way line of the Grand Trunk Western Railroad (width varies); thence South 84°15'51" West, 900.17 feet along said northerly right of way line of the Grand Trunk Western Railroad to the POINT OF BEGINNING; thence North 14°29'09" West, 396.15 feet; thence South 77°42'31"

West 200.49 feet: thence South 06°20'07" Fact 213.81 feet to the point of anding an acid OF BEGINNING; thence North 14°29'09" West, 396.15 feet; thence South 77°42'31' West, 200.49 feet; thence South 06°20'07" East, 213.81 feet to the point of ending on said northerly right of way line of the Grand Trunk Western Railroad.

Said easement is to construct, reconstruct, operate and maintain overhead and underground electric lines including towers, poles, wires, manholes, conduits, cables and equipment. These facilities may include telecommunication medium, for use of Edison or Edison's assignees. Edison may trim or cut down any trees, bushes, or branches in the easement that Edison believes could interfere with the operation and maintenance of its facilities. No buildings, structures or flammable materials of any kind shall be placed or stored in the easement without Edison's prior written consent.

Also two 30 foot wide tree trimming easements, lying adjacent to and parallel with each side of the tower line easement, for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the tower line easement.

\\FEDERATION\Survey\FLV\DATA\WORD\DRWGS\TWP\$\pon\_11b--sht6.doc

Edison

LOCKTION

DESCRIPTIONS of

90' TOWER LINE EASEMENT IN THE N.E. 1/4 OF SEC. 17, T. 3 N., R. 10 CITY OF PONTIAC, OAKLAND COUNTY, MI

CITY OF PONTIAC

SHEET 6 OF 12

1 INCH=\_N.A.

200002060

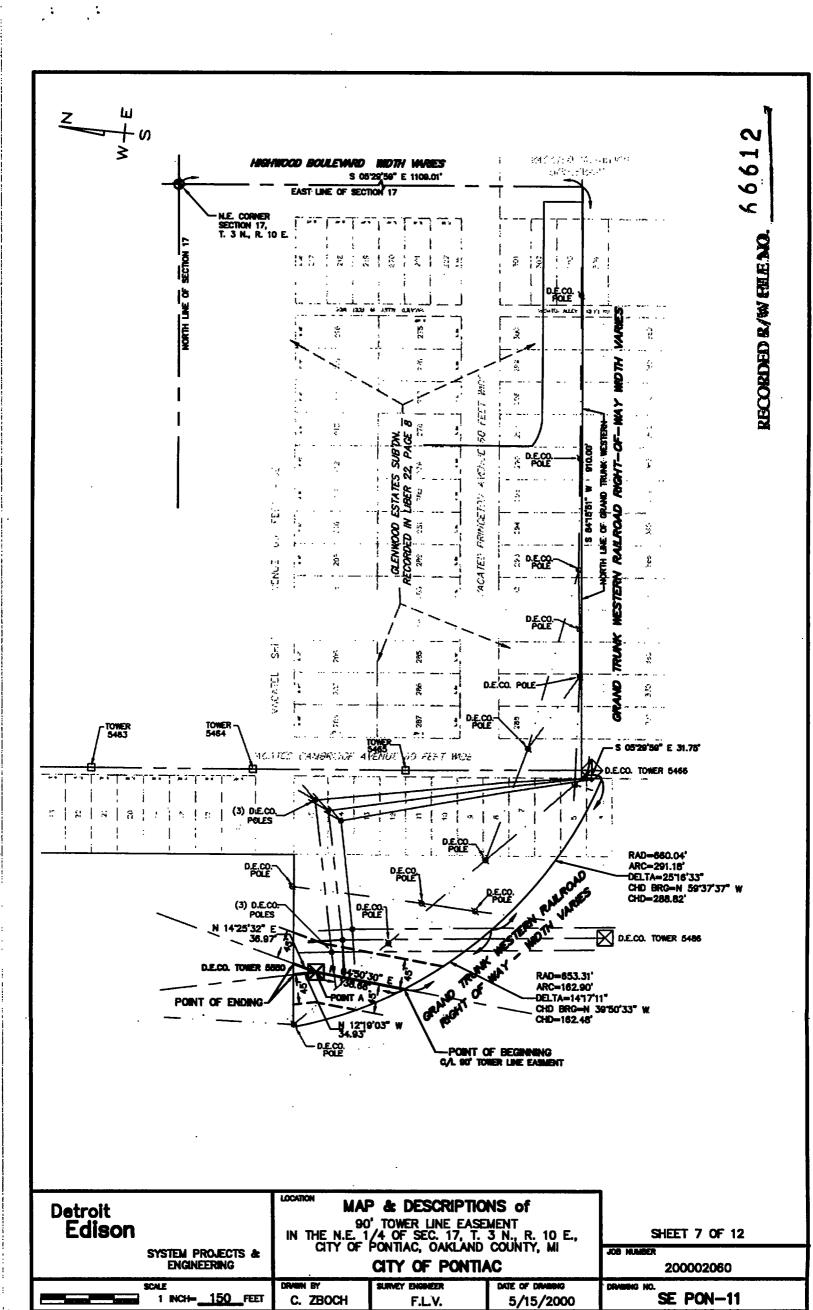
**Detroit** 

SYSTEM PROJECTS & **ENGINEERING** 

SURVEY ENGINEER

5/15/2000

SE PON-11



A tower line easement on, over, under and across 90 foot wide strip of land being part of the Northeast ¼ of Section 17, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan. Described by its centerline as: Commencing at the Northeast Corner of Section 17; thence South 05°29'59" East, 1109.01 feet along the east line of said Section 17 (Highwood Boulevard variable width) to a point on the northerly right of way line of the Grand Trunk Western Railroad (width varies); thence along said northerly right of way line of the Grand Trunk Western Railroad the following 4 courses, 1.) South 84°15'51" West, 910.00 feet; 2.)thence South 05°29'59" East, 31.75 feet; 3.)thence 291.18 feet along an arc of a curve to the right having a radius of 660.04 feet a central angle of 25°16'33" and a chord bearing and distance of North 59°37'37" West, 288.82 feet; 4.)thence continuing 162.90 feet along an arc of a curve to the right having a radius of 653.31 feet a central angle of 14°17'11" and a chord bearing and distance of North 39°50'33" West, 162.48 feet to the POINT OF BEGINNING; thence North 04°50'30" East, 138.66 feet to a point hereafter known as Point "A"; thence North 14°25'32" East, 36.97 feet to the point of ending; thence beginning at aforesaid Point "A"; thence North 12°19'03" West, 34.93 feet to the point of ending.

Said easement is to construct, reconstruct, operate and maintain overhead and underground electric lines including towers, poles, wires, manholes, conduits, cables and equipment. These facilities may include telecommunication medium, for use of Edison or Edison's assignees. Edison may trim or cut down any trees, bushes, or branches in the easement that Edison believes could interfere with the operation and maintenance of its facilities. No buildings, structures or flammable materials of any kind shall be placed or stored in the easement without Edison's prior written consent.

Also two 30 foot wide tree trimming easements, lying adjacent to and parallel with each side of the tower line easement, for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the tower line easement.

P:\FLV\DATA\WORD\DRWGS\TWPS\pon\_11b-aht8.doc

Detroit Edison

SYSTEM PROJECTS & ENGINEERING

LOCATION

DESCRIPTIONS of

90' TOWER LINE EASEMENT IN THE N.E. 1/4 OF SEC. 17, T. 3 N., R. 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MI

CITY OF PONTIAC

DATE OF DRAWING

SHEET 8 OF 12

JOB NUMBER

200002060

SCALE

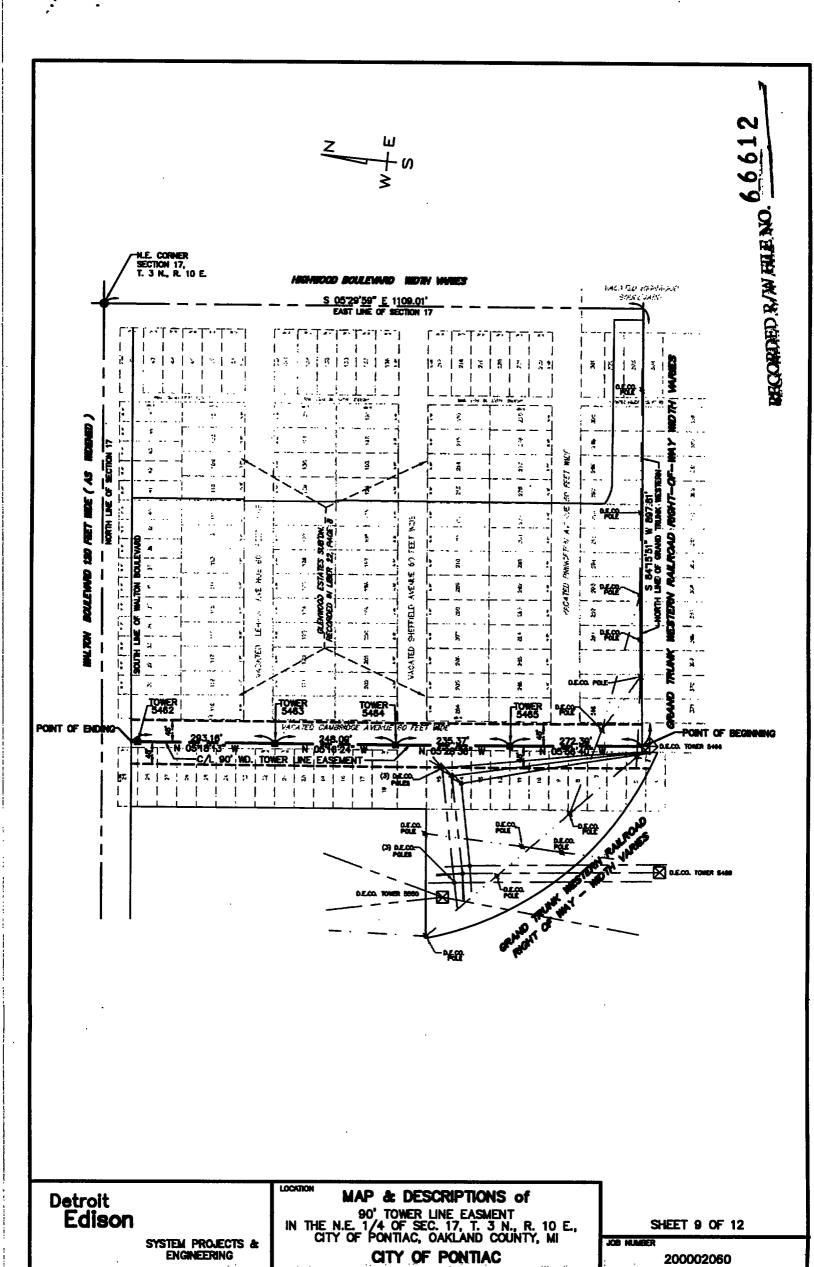
1 INCH=\_N.A.\_FEET

MIN BY

SURVEY ENGINEER F.L.V.

5/15/2000

SE PON-11



SE PON-11

5/15/2000

:

1 INCH=\_

200

C. ZBOCH

A tower line easement on, over, under and across 90 foot wide strip of land being part of Lots 4 through 29 both inclusive and across part of vacated Cambridge Avenue (60 feet wide) and part of vacated Sheffield Avenue (60 feet wide) of "Glenwood Estates Subdivision of N.W. ¼ of N.W. ¼ of Section 16 and N.E. ¼ of N.E. ¼ of Section 17, Town 3 North, Range 10 East", City of Pontiac, Oakland County, Michigan, as recorded in Liber 22 of Plats, Page 8, Oakland County Records. Described by its centerline as: Commencing at the Northeast Corner of Section 17; thence South 05\*29'59" East, 1109.01 feet along the east line of said Section 17 (Highwood Boulevard variable width) to a point on the northerly right of way line of the Grand Trunk Western Railroad (width varies); thence South 84\*15'51" West, 897.81 feet along said northerly right of way line of the Grand Trunk Western Railroad to the POINT OF BEGINNING; thence North 05\*26'40" West, 272.39 feet; thence North 05\*28'36" West, 235.37 feet; thence North 05\*16'24" West, 248.09 feet; thence North 05\*18'12" West, 207.16 feet; thence North 05°56'40" West, 272.39 feet; thence North 05°28'36" West, 235.37 feet; thence North 05°16'24" West, 248.09 feet; thence North 05°18'13" West, 293.16 feet to the point of ending on the southerly right of way line of Walton Boulevard (120 feet wide) as widened.

Said easement is to construct, reconstruct, operate and maintain overhead and underground electric lines including towers, poles, wires, manholes, conduits, cables and equipment. These facilities may include telecommunication medium, for use of Edison or Edison's assignees. Edison may trim or cut down any trees, bushes, or branches in the easement that Edison believes could interfere with the operation and maintenance of its facilities. No buildings, structures or flammable materials of any kind shall be placed or stored in the easement without Edison's prior written consent.

Also two 30 foot wide tree trimming easements, lying adjacent to and parallel with each side of the tower line easement, for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the tower line easement.

P: \FLV\DATA\WORD\DRWGS\TWPS\pon\_11a.doc

Detroit Edison

> SYSTEM PROJECTS & ENGINFERING

DESCRIPTIONS of 90' TOWER LINE EASEMENT HE N.E. 1/4 OF SEC. 17, T. 3 N., R. 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MI

CITY OF PONTIAC

SHEET 10 OF 12

200002060

1 INCH= N.A.

F.L.V.

5/15/2000

SE PON-11

CITY OF PONTIAC

5/15/2000

F.L.V.

**SHEET 11 OF 12** 

200002060

SE PON-11

SYSTEM PROJECTS & ENGINEERING

1 INCH= 150

FEET

C. ZBOCH

An underground line easement on, over, under and across 10 foot wide strip of land being part of Lots 291 and 292, across vacated Princeton Avenue (60 feet wide), Lots 280, 281, 282, 211 and 212 all inclusive of "Glenwood Estates Subdivision of N.W. ¼ of N.W. ¼ of Section 16 and N.E. ¼ of N.E. ¼ of Section 17, Town 3 North, Range 10 East", City of Pontiac, Oakland County, Michigan, as recorded in Liber 22 of Plats, Page 8, Oakland County Records. Described by its centerline as: Commencing at the Northeast Corner of Section 17; thence South 05°29'59" East, 1109.01 feet along the east line of said Section 17 (Highwood Boulevard variable width) to a point on the northerly right of way line of the Grand Trunk Western Railroad (width varies); thence South 84°15'51" West, 679.70 feet along said northerly right of way line of the Grand Trunk Western Railroad; thence North 05°44'09" West 3.56 feet to the POINT OF BEGINNING: thence North 25°20'30" North 05°44'09" West, 3.56 feet to the POINT OF BEGINNING; thence North 25°20'30" East, 491.84 feet to the point of ending.

Said easement is to construct, reconstruct, operate and maintain underground electric lines including manholes, conduits, cables and equipment. These facilities may include telecommunication medium, for use of Edison or Edison's assignees.

P:\FLV\DATA\WORD\DRWGS\TWPS\pan\_I1b-aht12.doc

1 INCH=

**Detroit** Edison

> SYSTEM PROJECTS & **ENGINEERING**

> > N.A.

DESCRIPTIONS of

CITY OF PONTIAC

**SHEET 12 OF 12** 200002060

PROPOSED 10' UNDERGROUND EASEMENT HE N.E. 1/4 OF SEC. 17, T. 3 N., R. 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MI

F.L.V.

SE PON-11 5/15/2000