



Real Estate Department

Work Order No.: A0003125  
Circuit: Pontiac-Kern-Bloomfield  
Business Unit: ITC

Date: March 1, 2017  
To: Records Center  
From: Margaret Wessel Walker  
[mwalker@itctransco.com](mailto:mwalker@itctransco.com)  
Real Estate  
Subject: Vegetation Management Easement  
Parcel ID: 14-34-176-003  
PKB 2779

Attached are documents related to the acquisition of a Vegetation Management Easement dated March 19, 2014 to International Transmission Company (ITC) from The City of Pontiac, whose address is 47450 Woodward Ave., Pontiac, MI.

The easement was acquired for additional rights needed and located in Part of the NW ¼ of Section 34, City of Pontiac, Oakland County, MI (T3N R10E).

The consideration given for the aforementioned acquisition was **\$4,966.50**

The acquisition was negotiated by NSI Consulting and Development.

Please incorporate into Right of Way File No.: **T72841**

Attachment (s)

CC: M. Ely  
N. Spencer  
S. Gagnon  
J. Gruca  
K. Jenkins  
C. Scott  
J. Andree  
[Fixedassetsgroup@itctransco.com](mailto:Fixedassetsgroup@itctransco.com)

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2014 MAY -2 AM 9:00

83361  
LIBER 47002 PAGE 364  
\$16.00 MISC RECORDING  
\$4.00 REINUMENTATION  
05/02/2014 09:43:59 A.M. RECEIPT# 40894  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

### VEGETATION MANAGEMENT EASEMENT

On March 19, 2014, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys and warrants to Grantee, its successors and assigns, a permanent easement ("Easement") over, under, across and through a part of Grantor's Land called the Easement Strip, as herein described.

**Grantor is:** City of Pontiac, a Michigan municipal corporation.

**Grantee is:** International Transmission Company, a Michigan corporation, of 27175 Energy Way, Novi, Michigan 48377.

**Grantor's Land** is in the City of Pontiac, County of Oakland and State of Michigan and is described as follows:

All of Reed Road in "Assessor's Plat No. 141" according to the Plat thereof, filed in Liber 54a, Page(s) 99, records of Oakland County, State of Michigan.

#### EXCEPTING THEREFROM

Such part or parts of the above-described property as has been heretofore conveyed to the Grand Trunk Railroad or included in the right of way of said Grand Trunk Railroad or its subsidiaries.

#### ALSO EXCEPTING THEREFROM

Such part or parts of the above-described property as has been heretofore conveyed to the Michigan Air Line Railroad or included in the right of way of the Michigan Air Line Railroad.

#### ALSO EXCEPTING THEREFROM

Such part or parts of the above-described property as has or have been vacated.

More commonly known as: Reed Road, Pontiac, Michigan

Parcel ID: 14-34-176-003

*pt of Reed Road*

Grantor represents and warrants to Grantee that Grantor is the present owner in fee simple of Grantor's Land.

OK - LG

72027

3R  
E

**The Easement Strip** is within Grantor's Land, and is described as:

All that part of Grantor's Land which lies between a line lying 85 feet Westerly of the centerline of the electric transmission structures which cross Grantor's Land in a Northerly and Southerly direction and a line lying 75 feet Southeasterly of the centerline of the electric transmission structures which cross Grantor's Land in a Northeasterly and Southwesterly direction. The sidelines of the Easement Strip are to be extended or shortened to meet at angle points.

1. **Purpose:** The purpose of this Easement is to allow Grantee the perpetual right to enter at all times upon Grantor's Land to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush now or hereafter standing or growing within the Easement Strip.
2. **Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Easement Strip in accordance with best management practices for utility rights of way.
3. **Limited Use; Nonuse:** Nonuse or limited use of the rights herein granted shall not prevent later use to the full extent herein conveyed.
4. **Original Grant of Easement:** Nothing contained in this Easement shall be construed as releasing or impairing any rights or privileges granted to Grantee or The Detroit Edison Company under any existing grant of easement ("Original Grant of Easement") relative to the Easement Strip. To the extent this Easement grants rights and privileges to either party not granted in the Original Grant of Easement, the Original Grant of Easement is hereby amended to include the additional rights and privileges granted by this Easement. If, in any other way, any term, condition or provision of this Easement is inconsistent with or conflicts with one or more provisions of the Original Grant of Easement, the term, condition or provision of this Easement shall control, and to that extent, the Original Grant of Easement is hereby amended. The Original Grant of Easement, insofar as it may cover and relate to land other than Grantor's Land, shall remain in full force and effect in accordance with all of its terms, conditions and provisions.
5. **Successors:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

This Easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

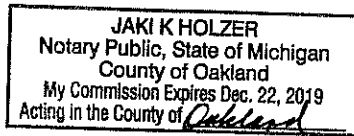
**GRANTOR**

City of Pontiac, a Michigan municipal corporation

Joseph M. Sobola, M.P.A.  
By: Joseph M. Sobola, M.P.A.  
Its: City Administrator

*(Acknowledgement appears on the following page.)*

Acknowledged before me in Oakland County, Michigan, on this 19 day of March, 2014, on behalf of the City of Pontiac, a Michigan municipal corporation, by Joseph M. Sobota, its City Administrator.



Jaki K. Holzer  
Jaki K. Holzer, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires 12/22/2019

Prepared by:  
Patricia T. Murphy (P61872)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

When recorded return to:  
NSI Consulting & Development  
24079 Research Drive  
Farmington Hills, MI 48335

4/3/2014

City of Pontiac

\*\*24,404.50

Twenty-Four Thousand Four Hundred Four and 50/100\*\*\*\*\*

City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342-5009

Easements

|  |                           |  |                     |
|--|---------------------------|--|---------------------|
| City of Pontiac                        |                           | 4/3/2014                                   |                     |
| 2028 · Easement Acquisition            | 14-27-377-007             | Vacant Land South Eastway 6953-6           | 307.50              |
| 2028 · Easement Acquisition            | 14-22-129-031             | Vacant Kettering Ave 6940-6941, 37         | 600.00              |
| 2028 · Easement Acquisition            | 14-22-129-021, -020, -029 | Vacant Land 3768-3769,                     | 1,800.00            |
| 2028 · Easement Acquisition            | 14-15-451-004             | 1460 N Perry Street 6937-6940, 376         | 15,480.50           |
| 2028 · Easement Acquisition            | 14-27-332-002             | Vacant Land near Eastway Dr. 6951          | 625.00              |
| <del>2028 · Easement Acquisition</del> | <del>14-34-176-003</del>  | <del>Reed Road 3785A-3787, 6956-6958</del> | <del>4,966.50</del> |
| 2028 · Easement Acquisition            | 14-34-302-002             | No Address 3789-3790, 6961-6962            | 625.00              |

ITC Chase Escrow Easements

24,404.50

1741

|  |                           |  |                     |
|--|---------------------------|--|---------------------|
| City of Pontiac                        |                           | 4/3/2014                                   |                     |
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PAYMENT  
RECORDED

ITC Chase Escrow Easements

24,404.50



**DIRECTION REGARDING DISPOSITION OF VEGETATION  
UPON INITIAL CLEARING**

City of Pontiac ("Owner") is the owner(s) of the property located at 47450 Woodward in Pontiac, Oakland County, Michigan. (the "Property");

**INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation, with an address of 27175 Energy Way, Novi, Michigan 48377, and its successors and assigns ("ITC") has an easement on the Property;

ITC or its agents have the right at any time to cut, trim, remove, destroy or otherwise control any or all trees, bushes or brush in accordance with the terms of the Easement; and

To the extent ITC cuts, trims, removes or destroys trees, bushes or brush ("Vegetation") in accordance with the terms of the Easement, Owner has requested that all such Vegetation be handled by ITC in the following manner:

- Stack all Vegetation (greater than 6 inches d.b.h.) off the Easement Area and leave on Property as noted below.
- Chip Vegetation (under 6 inches d.b.h.) and broadcast on Easement Area.
- Remove all Vegetation from the Property.
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

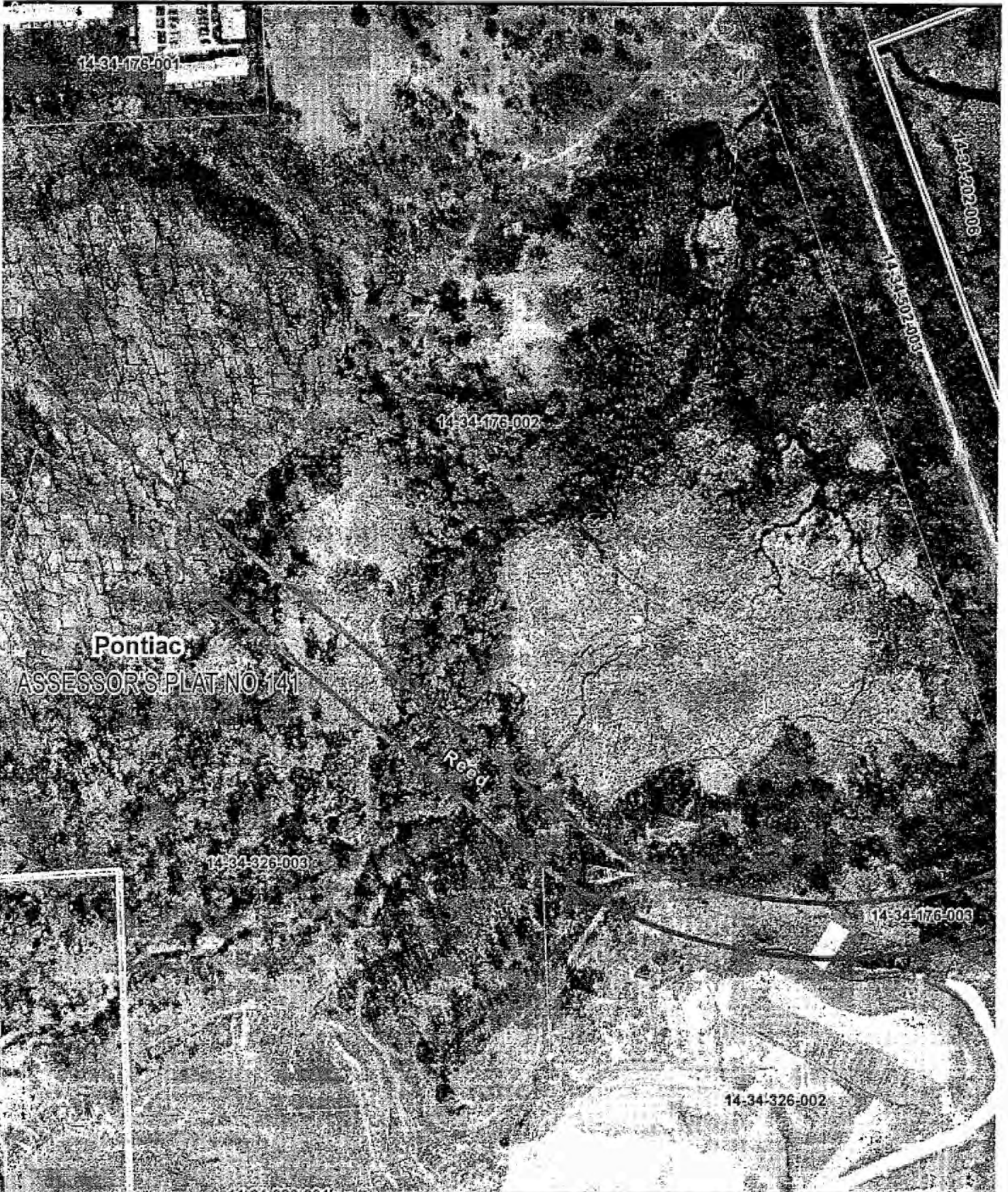
Nothing in this document shall be deemed to modify, alter or amend the easement in any way. This document shall not be assigned by Owner, shall not be recorded, and does not run with the land. As is consistent with standard utility practice, it is understood that ITC does not grind or remove stumps. I understand that trees that are removed will be cut as close to the ground as possible given the surrounding terrain, fences, rocks, etc. The cambial layer of stumps shall be treated with an herbicide to limit sprouting. Further, I acknowledge that ITC or its agents may need to make ingress/egress onto my property with vehicles and/or equipment necessary to effectuate the option that I have chosen above.

Signed this 19 day of March, 2014.

OWNER:  
Joseph M. Schita, MPA  
City of Pontiac



14 34 176 003




Pontiac

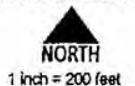
ASSESSOR'S PLAT NO 141

Reed

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.

 **Oakland County**  
Michigan  
L. Brooks Patterson  
Oakland County Executive

Date Created: 10/25/201






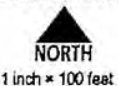
14 34 176 003



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.

 **Oakland County**  
Michigan  
**L. Brooks Patterson**  
Oakland County Executive

Date Created: 11/17/2011





No property address available

beds / full baths / half baths / sq ft

14-34-176-003



Residential Property Profile

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

**Owner Information**

Owner(s) : CITY OF PONTIAC  
Postal Address : 47450 WOODWARD AVE PONTIAC MI 48342-5009

**Location Information**

Site Address : No property address available  
PIN : 14-34-176-003 Neighborhood Code : CME  
Municipality : City of Pontiac  
School District : 210 PONTIAC CITY SCHOOLS  
Class Code : 402 RES VAC (Includes prior SV-Suburban Vac & ME-Miscellaneous Exempt)

**Property Description**

T3N, R10E, SEC 34 ASSESSOR'S PLAT NO. 141 REED ROAD

**No Sales Since 1994**

**Tax Information**

|                                       |                                    |
|---------------------------------------|------------------------------------|
| Taxable Value :                       | State Equalized Value :            |
| Current Assessed Value :              | Capped Value :                     |
| Effective Date For Taxes : 07/01/2011 | Principal Residence Exemption : 0% |
| <b>2010 Taxes</b>                     | <b>2011 Taxes</b>                  |
| Summer : \$0.00                       | Summer : \$0.00                    |
| Winter : \$0.00                       | Winter :                           |
| Village :                             | Village :                          |

**Lot Information**

Description : LEVEL Area : 1.000 ACRES

# SEARCH OF TITLE

## UFS Tract No. not provided

Effective Date: 11/01/2011 at 8:00 AM

REFERENCE NO.: UFS169

Subject to the limitations stated herein, this search consists only of entries recorded in the real estate records in the Office of the Register of Deeds for Oakland County, State of Michigan, affecting land situated in the City of Pontiac, described as follows:

All of Reed Road in "Assessor's Plat No. 141" according to the Plat thereof, filed in Liber 54a, Page(s) 99, records of Oakland County, State of Michigan.

### CURRENT OWNER:

City of Pontiac

### CONVEYANCES:

1. Warranty Deed from South Pontiac Develop. Co., a Michigan corporation to City of Pontiac, recorded 06/26/1934 in Liber 969 Page 210, Oakland County Register of Deeds.

THAT unreleased mortgages or liens affecting said real estate are not included in this report.

THAT there are no easements, rights of way, agreements or restrictions affecting said real estate, EXCEPT:

2. Resolution by City of Pontiac, vacating most easterly portion of Reed Road, recorded in Liber 8337 Page 670, Oakland County Register of Deeds.
3. Release of Right of Way in favor of City of Pontiac, for drain purposes, recorded in Liber 3 Misc Records, Page 547, Oakland County Register of Deeds.
4. Agreement with The Detroit Edison Company for electrical lines, recorded in Liber 3 Misc Records, Page 555, Oakland County Register of Deeds.
  - a. "Indenture" executed by The Detroit Edison Company, releases right, privilege and authority obtained in said Agreement to Fisher and Company, as recorded in Liber 3919 Page 751, Oakland County Register of Deeds, however, Fisher and Company never had title to that portion lying within Reed Road.
  - b. Easement Grant in favor of The Detroit Edison Company, executed by Fisher and Company, (releases Tower Line Permit Liber 2383 page 52) excepts out that part between the North and South lines of Reed Road.

### TAXES:

Taxes are EXEMPT.

Tax Parcel Identification: 14-34-176-003

Property Address: Reed Road, Pontiac, MI 48341

2011 State Equalized Value: \$ -0-

NO LIABILITY is assumed for any matters not specifically set forth herein.

### IMPORTANT NOTICE

THIS SEARCH IS NOT AN ABSTRACT OF TITLE OR OPINION OF TITLE, NOR DOES IT PROVIDE ANY TITLE INSURANCE COVERAGE. THE SEARCH IS FURNISHED TO THE APPLICANT FOR REFERENCE PURPOSES FOR THE APPLICANT'S USE ONLY. IT MAY NOT BE RELIED UPON AS EVIDENCE OF TITLE OR USED FOR DUE DILIGENCE INQUIRY UNDER ANY FEDERAL OR STATE ENVIRONMENTAL LEGISLATION. IF TITLE INSURANCE COVERAGE IS DESIRED, THE APPLICANT SHOULD REQUEST A COMMITMENT FOR A POLICY OF TITLE INSURANCE; IF INFORMATION IS NEEDED FOR DUE DILIGENCE INQUIRY, THE APPLICANT SHOULD REQUEST A RECORDED DOCUMENT GUARANTEE. BY REQUESTING AND ACCEPTING THIS SEARCH, WHICH IS FURNISHED AT A REDUCED RATE, THE APPLICANT AGREES THAT THE LIABILITY OF THE COMPANY FOR ERRORS AND/OR OMISSIONS HEREIN SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SEARCH.

### VANGUARD TITLE AGENCY

By: \_\_\_\_\_

Need assistance? Call Vanguard Customer Service at 248-643-9300 or email at [customerservice@vgtitle.com](mailto:customerservice@vgtitle.com)

8-11280  
8-11280

South Pontiac Develop.  
Co, a Mich. Corp. of  
the City of Pontiac  
Co. of Oak. St. of Mich.  
to  
City of Pontiac, of the  
St. of Mich, a municipal  
Corp.

Warranty Deed, \$ 1.50  
Liber 969., Page 310 Deeds.  
Dated June 11, 1934  
Recorded June 26, 1934  
Register No. 11280

FRED BURTON ABSTRACT COMPANY OF OAKLAND COUNTY

First part of conveyance and warrant to second part of ~~the same~~  
and assigns land in the City of ~~Pontiac~~ Oakland County,  
Michigan, described as:

a strip of land 86 ft in width sit  
in Sec. 34, T37N, R10E, City of Pont, O.C.M., representing  
the r/w for a road which is the E. side of ~~Asmun~~  
St. for the E. line of the rec. plat of East Side Park  
Sub. to a pt. on the S. line of r. of w. of the 77<sup>th</sup> a  
L.R.R. the cor. line of sd. pt. being more pt. deer  
at falls. - Beg at a pt. which marks the interest  
of the cor. line of Asmun St. & the E. line of the  
plat of East Side Park Sub, the S. E. cor. of the

Warrants and defends against all claims whatsoever  
except all taxes against sd. property

Witnesses:  
Richard P. Sheridan  
Alonzo W. [unclear]

Signed:  
South Pont. Dev. Co.  
Robert C. Shields  
St. Sec.

State of Michigan }  
County of Wayne } SS

On this 11<sup>th</sup> of June A. D. 1934  
before me, a Notary Public in and for said county, appeared  
Walter H. Deenbergh and Robert C. Shields  
to me personally known, who being by me sworn, did  
say that they are respectively the President and Secy  
of South Pont. Dev. Co.

the corporation named in and which executed the within instrument, and that the seal  
affixed to said instrument is the corporate seal of said corporation, and that said instru-  
ment was signed and sealed in behalf of said corporation by authority of its board of  
directors; and said Walter H. Deenbergh and Robert C. Shields  
acknowledged said instrument to be the free act and deed of said corporation

Richard P. Sheridan  
Notary Public, Wayne County, Mich.

My commission expires Mar. 11, 1936

line of Reed Rd, as called, to the right on a curve of radius 565.17 ft, a dist. of 402.17 ft; the back tangent of said curve being the cen. line ext. of said curve to dist.  $46^{\circ} 48' 30''$  E. along the tangent of the said curve to the left on a dist. of 895.1 ft. to the P.C. of a curve to the left on a curve of radius 780.17 ft a dist. of 778.30 ft to the P.T. the  $77^{\circ} 02' E.$  a dist. of 323.50 ft. To the P.C. of a curve, said line crossing the Belt line R.R. at an angle of a pt. southeast is 675 ft. N by S along the cen. line of the Belt line R.R. N by W to the P.T. on a line of the M.A. & R.R. N by W, to the P.T. on a curve of radius 558.21 ft a dist. of 917.10 ft. to the P.T. the  $9^{\circ} 50' E.$  a dist. of 154.85 ft. to a pt. which marks the intersection of the cen. line of Reed Rd. & the S. line of the N by W of the M.A. & R.R. as per entry 6.29.3 above.

Excepting therefrom

such pt. or parts of the above - desc. - as have been heretofore conveyed to the S. J. R.R. or to

included in the N by W of said S. J. R.R. or to

subdivided.

Such pt. or parts of the above - desc. - as have been heretofore conveyed to the M.A. & R.R. or to

included in the N by W of the

subdivided.

Such pt. or parts of the above - desc. - as have been heretofore conveyed to the M.A. & R.R. or to

included in the N by W of the

subdivided.

Such pt. or parts of the above - desc. - as have been heretofore conveyed to the M.A. & R.R. or to

included in the N by W of the

subdivided.

RECORDED IN MICHIGAN RECORDS LIBER 8337 PAGE 670  
OAKLAND COUNTY REGISTER

STATE OF MICHIGAN)  
SS  
COUNTY OF OAKLAND)  
City of Pontiac

'83 MAR 15 12:41

83 20323

*John J. Allen*  
CITY CLERK

5-10  
34

I, ELIZABETH M. FLETCHER, Clerk of the City of Pontiac, Michigan do hereby certify that the following is a true copy of Resolution No. 182-78, adopted by the Pontiac City Council at a Regular Meeting held Tuesday February 14, 1978.

Public Hearing was held on the request of Presbyterian Village of Detroit to vacate the unimproved portion of Reed Road lying within Lot 1 of Assessor's Plat No. 141, Pontiac, Michigan.

By Comm. Palace, supported by Comm. Brady, Whereas, a public hearing has been held on vacating the unimproved portion of Reed Road lying within Lot 1 of Assessor's Plat No. 141.

Now, Therefore, Be It Resolved, that in accordance with Section 2, Chapter XIII of the City Charter, as amended, the following described area be and hereby is vacated:

That portion of Reed Road which lies within Lot 1 of "Assessor's Plat No. 141", City of Pontiac, Oakland County, Michigan. More particularly described as commencing at the southeast corner of said Lot 1 (said point being on the west right-of-way line of Opdyke Road, as recorded in said plat); thence S 75°14'05" W 1086.80 ft. along the northerly right of way of the Grand Trunk Western Railroad Air Line; thence along a circular curve concave to the northeast (Radius 683.69 ft., Central Angle 2°37'38") 31.35 ft. to a point of beginning; thence N 14°44'55" W 83.68 ft.; thence along a circular curve concave to the southwest (Radius 601.21 ft., Central Angle 94°03'56") 987.04 ft.; thence S 71°10'05" W 10.32 ft.; thence S 18°56'20" E 49.80 ft.; thence along a circular curve concave to the northeast (Radius 683.69 ft., Central Angle 3°02'04") 36.21 ft.; thence N 71°10'05" E 9.30 ft.; thence along a circular curve concave to the southeast (Radius 515.21 ft., Central Angle 94°01'17") 845.45 ft.; thence S 14°44'55" E 71.96 ft.; thence along a circular curve concave to the northeast (Radius 683.69 ft., Central Angle 7°15'11") 86.55 ft. to the point of beginning.

549099

ENT

14-34-201-200

Be It Further Resolved, that the City of Pontiac, pursuant to the provisions of State Law (Act 288, Public Acts of 1967, Section 257), for the use and benefit of the City of Pontiac, Detroit Edison Company, Michigan Bell Telephone Company and Consumers Power Company, their successors, licensees, or assign and their agents and employees, does hereby reserve an easement for public utility purposes for the benefit of the City of Pontiac, Detroit Edison Company, Michigan Bell Telephone Company and Consumers Power Company, giving them the right to construct and maintain, and to repair, remove, replace, improve, and enlarge sewers, drains, or water or gas mains, cables, wires, conduits, poles and towers, and other supports, and all the necessary appurtenances thereto, including braces, guys, anchors, manholes and transformers, and to enter upon said property at any time for the purpose of constructing, maintaining, repairing, removing, replacing, improving, enlarging, or inspecting same, and to trim or remove any trees or roots that may at any time interfere with or threaten to interfere with said public utility installation. Said reserved easement shall cover all of the above vacated alley.

City of Pontiac  
PRE UP

John J. Allen



Be It Further Resolved, that no building or structure shall be placed over or upon said easement without the express consent of the City of Pontiac, Detroit Edison Company, Michigan Bell Telephone Company and Consumers Power Company, or their successors, licensees, or assigns. Such consent of the City of Pontiac shall be obtained in writing from the Engineering Department of the City after submission of complete plans for the proposed construction, and the issuance of a building permit for any such building or structure shall not constitute such consent. The non-use or limited use of this easement right by the holders thereof shall not prevent later use thereof to the full extent provided herein.

Be It Further Resolved, that a copy of this resolution be recorded with the Register of Deeds for Oakland County and sent to the State Treasurer.

Given under my hand and seal of the City of Pontiac,  
Michigan this 17th day of January, A.D., 1983.

  
ELIZABETH M. FLETCHER, CMC  
City Clerk

3 MR-547



The said City of MONTICELLO at its own expense to be placed in the  
This release of right of way includes a release for all claims to damages in any way arising out of  
the opening and maintaining of said Soxer across said premises, and also the use of sufficient earth  
on either side of the center line thereof for the construction thereof and for the deposit of the  
excavations therefrom, the said excavations to be replaced and the surface of the ground left in a  
good condition as it was before the opening was made.

Dated on this 25th day of Aug. A. D. 1920.

Witness my or our hands and seals.

In presence of

C. H. Watson

C. H. Watson

State of New York

County of Essex

Oliver J. Beaudette

Louise J. Beaudette

On this 25th day of Aug. A. D. 1920 before me, a Notary Public in and for said  
County, personally appeared Oliver J. & Louise J. Beaudette to me known to be the same persons de-  
scribed in and who executed the within instrument and acknowledged the same to be their act and  
deed.

Clarence M. Watson

Notary Public Essex County, New York

Robert Seal

My commission expires 1922.

Received for Record Sept. 5, 1920 at 10:00 o'clock A.M.

Stanley C. Rogers, Register

dollar and other valuable considerations to the said mortgage in hand paid, receipt whereof is here-  
by acknowledged as follows:

1. That Parcel "A" above described shall be taken and held as security for the payment of  
\$448.33 of the indebtedness secured by the above described mortgage, and the interest on said sum

3MR-555

Case No. 3MR-555

The Court is satisfied that the

plaintiff's claim is well founded

and that the defendant is liable

for the amount claimed.

The Court orders that the

defendant pay to the plaintiff

the sum of \$10,000.00

with interest thereon

at the rate of 6% per annum

from the date of the judgment

until the amount is paid.

The Court also orders that the

costs of the proceedings be

paid by the defendant.

Done at the City of New York

this 10th day of May 1955.

John J. Quinn, Judge

John J. Quinn, Clerk

John J. Quinn, Deputy Clerk

John J. Quinn, Secretary

John J. Quinn, Assistant Secretary

John J. Quinn, Treasurer

John J. Quinn, Comptroller

John J. Quinn, Auditor

John J. Quinn, Assessor

John J. Quinn, Collector

RECORDED AND INDEXED

THIS INSTRUMENT made this 12th day of July, 1919, between THE DETROIT EDISON COMPANY, a Michigan corporation, hereinafter called "EDISON," and FISHER AND COMPANY, a Michigan corporation with its principal offices in the Fisher Building, Detroit, Michigan, hereinafter called "FISHER;"

WITNESSETH:

WHEREAS, Ellen Gallow and George Gallow on April 17, 1918 granted to EDISON the right, privilege and authority to construct, operate and maintain its lines for electric light and power, upon, over and across land situated in the Township of Pontiac, County of Oakland and State of Michigan. Said Grant was recorded on August 20, 1919 in Liber 3 of Miscellaneous Records on Pages 555 and 556, Oakland County Records. The route of the line being described in said Grant as follows:

Starting at a point on the East and West center line and about 2200 feet from the West line of Section 54, said point of beginning being about 900 feet East of the West boundary line, thence North one-half (1/2) mile to the North property line.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by FISHER, receipt of which is hereby confessed and acknowledged, EDISON does by these presents release, quit-claim and abandon unto FISHER all of the right, privilege and authority acquired by it under the aforementioned recorded Grant.

IN WITNESS WHEREOF, THE DETROIT EDISON COMPANY has caused these presents to be signed in its name by its Exec. Vice President and Itz Secretary, and sealed with its corporate seal the day and year first above written.

In the Presence of:

Richard H. Taylor  
Richard H. Taylor  
Ernest C. Fata  
Ernest C. Fata

THE DETROIT EDISON COMPANY

By C. R. Landrigan  
C. R. Landrigan  
By A. G. Matheson  
A. G. Matheson

Jan. 19/1919  
10-33919  
D.P.  
757-752

TITLE INSURANCE ABSTRACT RECORDS

esmt  
200 ft wide

except  
that part  
between  
N+S lines  
of Reed  
Road!

38917 PAGE 603

EASEMENT GRANT

THIS INSTRUMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1958,  
between FISHER AND COMPANY, a Michigan corporation, hereinafter called "FISHER,"  
and THE DETROIT EDISON COMPANY, a New York corporation, with its principal office in  
Detroit, Michigan, hereinafter called "EDISON,"

WITNESSETH:

THAT, FISHER, in consideration of the sum of One Dollar (\$1.00) to it in  
hand paid, receipt of which is hereby confessed and acknowledged, does by these pre-  
sents and subject to the terms and conditions hereafter set forth, grant and convey  
to EDISON an easement, 200 feet in width, upon, over and across land situated in the  
City of Pontiac, County of Oakland and State of Michigan, described as follows:

That part of Lots 3 and 4 of "Assessor's Plat No. 141"  
a subdivision of part of Section 34, according to the plat  
thereof recorded in Liber 54A, Pages 99 and 99A, Oakland  
County Records, that is outlined and cross-hatched in red  
color on the Survey of The Detroit Edison Company dated  
September 12, 1957 and hearing no. 488310-3, which is hereto  
attached and by reference thereto is made a part of this  
Easement Grant. Except that part thereof outlined and cross-  
hatched in red color which lies between the North line and  
the South line of Reed Road as shown on said Survey.

NO  
Attachment  
on film

This easement is granted on the following terms and conditions all of which  
the parties hereto agree to abide by and perform:

1. This easement is granted to EDISON for the following purposes.
  - a. To operate, maintain, repair and reconstruct its overhead  
lines for the transmission and distribution of electricity and  
Company communication facilities now located on said easement.
  - b. To construct, reconstruct, operate, maintain and repair  
additional overhead lines within said easement for the transmission  
and distribution of electricity and Company communication facilities,  
including the necessary towers, fixtures, wires and equipment.
  - c. There shall be no more than a total of two (2) lines of  
towers located in said easement.

2. EDISON shall have the right to clear and keep clear of trees the land  
within said easement and no buildings or structures shall be erected upon or be placed

RETURN TO  
RICHARD H. TAYLOR  
The Detroit Edison Company  
12000 Woodward Ave.  
Detroit, Michigan 48202

FILED FOR RECORD  
IN THE OFFICE OF THE  
CLERK OF THE CIRCUIT COURT  
OF THE COUNTY OF OAKLAND  
MICHIGAN  
THIS 12th DAY OF SEPTEMBER  
1958  
AT PONTIAC, MICHIGAN  
WITNESSES:  
Robert M. P.

See 12, 11319 of 3917 P. 603-608

STATE OF MICHIGAN  
County of Oakland  
On this \_\_\_\_\_ day of \_\_\_\_\_  
1958, before me, a Notary Public in and for  
the State of Michigan, known to me to be the persons  
My Commission expires \_\_\_\_\_  
This is a true and correct copy of the original as  
given to said \_\_\_\_\_



within the easement without the written consent of EDISON.

a. EDISON shall have the right to remove such trees situated outside of said easement and within an area of 30 feet on each side of said easement which in its opinion may fall into or create a hazard to the operation and maintenance of said lines.

3. EDISON shall have the right of ingress and egress to and from the easement herein described over the lands of FISHER adjoining and adjacent to said easement for the purpose of exercising and enjoying the rights hereby granted. In so doing, EDISON shall reimburse FISHER for all damage to buildings, structures, fences and growing crops caused by its men, trucks and other vehicles and equipment in entering upon the lands of FISHER for the purposes herein stated.

4. EDISON, upon the acceptance of this Easement Grant, does by these presents release, quit-claim and abandon unto FISHER all of the rights acquired under a certain "Tower Line Permit" granted to EDISON by FISHER dated February 28, 1949 and recorded on March 2, 1949 in the office of the Register of Deeds of Oakland County, in Liber 2383, Pages 52 and 53.

5. EDISON covenants and agrees to relocate its facilities either heretofore or hereafter installed within said easement under this grant upon receipt of 90 days (6) months written notice in writing so to do. Always, however, subject to the conditions hereafter stated.

a. Prior to or simultaneously with the giving of the written notice to relocate heretofore referred to, FISHER shall furnish to EDISON an alternate easement, 200 feet in width, upon, over and across the property now owned by FISHER in Section 34 of Pontiac Township (now City of Pontiac), Oakland County, Michigan, as shall be deemed by EDISON to be sufficient to relocate its facilities therein. Said alternate easement grant shall contain the same terms and conditions as detailed in paragraphs 1, 2 and 3 of this indenture.

b. FISHER shall pay EDISON a proportionate share of the cost of the relocation of said facilities. For the purpose of computing the said proportionate share of the cost of the relocation of said

RETURN TO  
RICHARD H. TAYLOR  
11500 Edison Company  
11500 Edison Avenue  
Detroit 26, MICHIGAN

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facilities that is to be borne by FISHER, the parties mutually agree that the cost to EDISON of relocating its facilities as herein provided will be completely amortized over a period of twenty (20) years from the date of this grant. Therefore, in the event that said written notice to relocate as heretofore provided is given any time prior to the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, FISHER shall reimburse EDISON for that portion of the cost to EDISON of relocating said facilities into the alternate easement prorated from the date that the relocation of said facilities is completed to the \_\_\_\_\_ day of \_\_\_\_\_.

The proration of the cost to EDISON shall be based on 1/20 of the amount of the cost to EDISON of relocating for each twelve (12) month period or part thereof from the date of completing the relocation to the \_\_\_\_\_ day of \_\_\_\_\_.

In order that FISHER may be enabled to estimate that portion of the cost of relocation to be borne by it, EDISON shall make available to FISHER on request a detailed statement of the complete cost of relocating said facilities as herein provided. Knowledge of the location of the alternate easement into which the lines are to be relocated is an essential factor required in computing the complete cost of relocation detailed in such a statement. FISHER shall therefore specify the location of the alternate easement in any request for such a statement. In the absence of the grant of an alternate right of way any request for such a statement shall not be construed as a notice to relocate. The complete cost of relocation as detailed in such a statement may, however, be considered by FISHER as firm for a period of ninety (90) days from the delivery of the same by EDISON to FISHER.

c. In the event that said written notice to relocate as heretofore provided is given at any time after the \_\_\_\_\_ day of \_\_\_\_\_ or in the event the relocation of the facilities is completed on or after the expiration of twenty (20) years from the date of this

RECEIVED TO  
RESEARCH TAYLOR  
The Public Library of  
The City of New York  
100th St. at 5th Ave.  
New York 10019

RECEIVED  
FEB 11 1965  
LIBRARY OF THE  
CITY OF NEW YORK  
100th St. at 5th Ave.  
New York 10019

3917-660

Grant the relocation of the facilities shall be FISHEN'S and cost and expense and without cost to FISHER.

6. The terms and conditions of this agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers and sealed with their corporate seals on the day and year first above written.

In the Presence of:

Phyllis Jopps  
Phyllis Jopps

H. H. Sereberg  
H. H. Sereberg

Ivan W. Gamble  
Ivan W. Gamble

Irene C. Katz  
Irene C. Katz

FISHER AND COMPANY

By Robert C. Shields  
Robert C. Shields, Vice President

By Alyce J. Fisher  
Alyce J. Fisher, Secretary

THE DETROIT EDISON COMPANY

By C. F. GORDEN  
C. F. GORDEN, Vice President

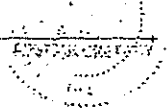
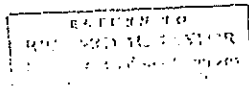
By Esther Birnbaum  
Esther Birnbaum

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF \_\_\_\_\_ )

On this 22 day of December, 1954, before me, the subscriber, a Notary Public in and for said County, appeared Robert C. Shields and Alyce J. Fisher, to me personally known, who being by me duly sworn did say that they are the Vice President and Secretary of FISHER AND COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and Robert C. Shields and Alyce J. Fisher acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_



PONTIAC OFFICE

Fisher & Company,  
a Mich Corp  
to

Rt of Way \$1. & o v es  
Feb 28, 1949  
"

The Detroit Edison Company Mar 2, 1949

(Note: 1st pty neu sing)

Same as Rt of Way, Lawson to The Det Edison Co  
recd in 2235-195 exc:

Line 8: City of Pontiac, O C, M: Lots 3 and 4,  
"Assessor's Plat No. 141" a Sub of pt of Sec 34,  
T 3 N, R 10 E, acc to the plat thereof recd in  
L 54A P 99 and 99A, O C Records.

Line 10: In a NEly and SWly direction across  
sd lots NEly from SW cor of Lot 4 to curve in Grand  
Trunk Western Railroad, Pontiac Belt Line, right-of-  
way at East side of Lot 3, as indicated on drawing  
(OVER)

No. ED-785 dated Jan 20, 1949 (See record).

Folw line 18: Sgd and ackd by L. P. Fisher, VP  
and Robert C. Shields, Asst Sec.

Exec auth Bd Dirs. Corp Seal.

6347 Line 20: By Richard H. Taylor,  
Right of Way Agent.

*Cancelled  
See  
3917-603*





