

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the right is hereby granted to THE DETROIT EDISON COMPANY its successors and assigns, to construct, reconstruct, operate and maintain its overhead and underground lines for the transmission and distribution of electricity and Company communication facilities, including the necessary towers, poles, conduits, cables, manholes, fixtures, wires and equipment, upon, over, along and under lands situated in the City of Royal Oak, County of Oakland, State of Michigan, and described as follows:

Lot 2 and 1/2 vacated Parent Avenue adjoining said Lot 2 on the Southerly side thereof, "Assessor's Plat No. 27" part of Southwest 1/4 of Section 22, Town 1 North, Range 11 East, according to the Plat thereof as recorded in Liber 54 of Plats, Page 22, Oakland County Records.

1. It is further understood and agreed that the Company, its successors and assigns, shall also have the right to clear and keep clear of trees the land within said easement, and no buildings or structures shall be erected on or placed within the easement without the written consent of the Company, its successors and assigns.

2. The Company, and its successors and assigns, shall have the right of ingress and egress to and from said easement over our lands adjoining said easement for the purpose of exercising the right hereby granted.

3. The Company shall have the further right to keep the land thirty feet easterly of the easement clear of those trees which in its judgment are or may become hazardous to the operation of the line constructed in the easement.

4. The Company, or its successors and assigns, shall reimburse the undersigned, or their successors and assigns, for all damage to growing crops, buildings or fences caused by its men, trucks and other vehicles and equipment in entering said property for the purposes herein set forth.

Witness: Gail B. Streeter
GAIL B. STREETER

Royal M. Olsen
ROYAL M. OLSEN

Lynn D. Allen
LYNN D. ALLEN
CLERK IN CHARGE

(Accepted) THE DETROIT EDISON COMPANY
By R. Q. Duke
R. Q. DUKE, DIRECTOR
STATE OF MICHIGAN Properties and Rights Dept.
COUNTY OF OAKLAND

CONGA, INC.,
RALPH W. CONSELYEA
By: Ralph W. Conselvea
RALPH W. CONSELYEA PRESIDENT
By: Earl J. Watch
EARL J. WATCH
ITS SECRETARY

RECORDED
MICHIGAN COUNTY RECORDS



On this 23 rd day of July A.D. 19 70, before me, the subscriber, a Notary Public in and for said County, appeared RALPH W. CONSELYEA and EARL J. WATCH to me personally known, who being by me duly sworn did say that they are the PRESIDENT and SECRETARY of CONGA INC.,

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 RALPH W. CONSELYEA and EARL J. WATCH acknowledged said instrument to be the free act and deed of said corporation.

Royal M. Olsen
Notary Public, OAKLAND County, Michigan
ROYAL M. OLSEN

My Commission expires: JUNE 16, 1970

PREPARED BY: Robert R. Tewksbury
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: James C. Wetzel
2000 Second Avenue - Rm. 226
Detroit, Michigan 48226

Am. Name 1/23/70 CRU

RECORDED MICHIGAN COUNTY RECORDS

DISCHARGE OF LIEN

1804

THE "GOOD" LINE OF LEGAL BLANKS
THE RIEGLE PRESS, FLINT, MICHIGAN

KNOW ALL MEN BY THESE PRESENTS, That the lien heretofore filed on the 24th
day of April A. D. 1970, by Orville J. Roll of Roll Building
Company

against Conga, Inc. Lot 1 thru 3 and Lots 47 thru 52, Lincolnside
covering the following described property Subdivision including West 1/2 of vacated Knowles
Avenue abutting said lots and including North 1/2 of vacated Parent Avenue
abutting said lot 47, also Lot 2 including North 1/2 of vacated Parent Avenue
abutting thereto of Assessors Plat # 27. a/k/a 404 East Harrison

having been settled, the same is hereby released and discharged.

IN WITNESS WHEREOF, the said deponent
has hereunto set his hand and seal [REDACTED] this
8th day of May, A. D. 19 70

In Presence of:

Marion L. Tater
Marion L. Tater
Verle A. Witek
Verle A. Witek
STATE OF MICHIGAN,

Orville J. Roll
Orville J. Roll
180 Woodedge Drive
Bloomfield Hills, Michigan

County of Oakland

On this 8th day of May, A. D. 19 70, before me, a
Notary Public in and for said county, personally appeared Orville J. Roll,
the Partner of the said Roll Building Company, known to me to be
the person who executed the above discharge of lien on behalf of said Roll Building Company
and who acknowledged the same to be his free act and deed as such
Partner

My commission expires July 15, 1972
Typed by: Marion L. Tater, 180 Woodedge Drive, Bloomfield Hills, Michigan
Notary Public, Oakland County, Michigan.

LIBER LETTER
MECH FILE # 1973
RECORDED RIGHT OF WAY NO. 12442

CLERK OF CIRCUIT COURT
JUL 25 1970
MICHIGAN
RECORDS

Lawyers Title Insurance Corporation

Record Search furnished to:

Detroit Edison Company
2000 Second Avenue
Room 310 General Offices
Detroit, Michigan, 48226

Order No. PS-887271-1

Reference No. _____

Pontiac _____, Michigan

1. Beginning Date: Aug. 18, 1969

Covering land described as: Lot 2 and 1/2 vacated Parent avenue adjoining said Lot 2 on the S'ly side thereof, "Assessor's Plat No. 27" part of S.W. $\frac{1}{4}$ of Section 22, Town 1 North, Range 11 East, (City of Royal Oak, Oakland County, Michigan,) according to the Plat thereof as recorded in Liber 54 of Plats, Page 22, Oakland County Records.

2. We have searched the records in the office of the Register of Deeds for Oakland County, Michigan and find no conveyances, liens, lis pendens, levies or attachments describing the said land in said office from said beginning date to April 15, 1970 at 8:00 A.M. except the following:

Quit Claim Deed, Consideration \$1,000.00, dated Aug. 5, 1969, recorded Aug. 18, 1969, Liber 5401, Page 807 From Charles C. Berry and Wilma F. Berry, his wife and Ralph W. Conselyea and Roselind L. Conselyea, his wife To Conga, Inc., a Michigan Corporation, 4727 N. Woodward, Royal Oak, Michigan.

Mortgage, Consideration \$775,000.00, dated Aug. 5, 1969, recorded Aug. 18, 1969, Liber 5401, Page 808 From Conga, Inc., a Michigan Corporation 4727 N. Woodward, Royal Oak, Michigan, To The Wayne Oakland Bank, a corporation organized and existing under the laws of the State of Michigan.

We find no United States Internal Revenue Liens recorded in the office of the Register of Deeds of Oakland County, Michigan, against Conga, Inc. A Michigan Corporation.

NO SEARCH has been made for any instrument, however designated, which has been filed as a financing statement pursuant to the Uniform Commercial Code.

NO SEARCH of the records of the Circuit, Probate or other Courts, or of any records other than those in the office of the Register of Deeds, has been made.

NO SEARCH of tax records has been made.

Under this form of search, this Company is not an insurer of above title nor does it guarantee the title or any evidence of title thereto.

NOTE: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this Company's liability is limited to the amount paid for this information.

Lawyers Title Insurance Corporation

By Wm. Bill Isaac
Authorized Signature

Lawyers Title Insurance Corporation

Record Search furnished to:

The Detroit Edison Company

2000 Second Avenue

Detroit, Michigan 48226

Attn: Mr. Tweksbury

Order No. PS-887885-1

Reference No. _____

Pontiac, Michigan

1. Beginning Date: **August 18, 1969 at 7 A.M.**

Covering land described as: Lot 1 and Lots 47 to 52 inclusive and 1/2 of vacated Parent and Knowles Avenue, of "Lincolinside Subdivision" of lots 55 to 64, inclusive of Truesdell's Addition to Village of Royal Oak, in the Village of Royal Oak, and Township of Royal Oak, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 17 of Plats, Page 5, Oakland County Records, and Lot 2, and 1/2 of vacated Parent Avenue, of "Assessor's Plat No. 27" part

(Over)

2. We have searched the records in the office of the Register of Deeds for **Oakland** County, Michigan and find no conveyances, liens, lis pendens, levies or attachments describing the said land in said office from said beginning date to **June 8, 1970** at **8:00 A.M.** except the following:

Quit Claim Deed, Consideration \$1,000.00, dated Aug. 5, 1969, recorded Aug. 18, 1969, Liber 5401, Page 807 from Charles C. Berry and Wilma F. Berry, his wife and Ralph W. Conselyea and Roselind L. Conselyea, his wife to Conga, Inc., a Michigan Corporation, 4727 N. Woodward, Royal Oak, Michigan.

Mortgage, consideration \$775,000.00, dated Aug. 5, 1969, recorded Aug. 18, 1969, Liber 5401, Page 808, from Conga, Inc., a Michigan Corporation 4727 N. Woodward, Royal Oak, Michigan to The Wayne Oakland Bank, a Michigan Corporation.

Statement of Account and Lien, dated Apr. 22, 1970, recorded Apr. 24, 1970, Liber 5497, Page 348 Roll Building Company Vs. Conga, Inc. Amount of Lien \$3,165.13.

We find no United States Internal Revenue Liens recorded in the office of the Register of Deeds of **Oakland** County, Michigan, against **Conga Inc., a Michigan Corporation**

NO SEARCH has been made for any instrument, however designated, which has been filed as a financing statement pursuant to the Uniform Commercial Code.

NO SEARCH of the records of the Circuit, Probate or other Courts, or of any records other than those in the office of the Register of Deeds, has been made.

NO SEARCH of tax records has been made.

Under this form of search, this Company is not an insurer of above title nor does it guarantee the title or any evidence of title thereto.

NOTE: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this Company's liability is limited to the amount paid for this information.

Lawyers Title Insurance Corporation

By Mrs. Bill Isaac
Authorized Signature

PS-887885-1A

Balance of Description:

of Southwest 1/4 of Section 22, Town 1 North, Range 11 East,
City of Royal Oak, Oakland County, Michigan, according to the
Plat thereof as recorded in Liber 54 of Plats, Page 22, Oakland
County Records.

Lawyers Title Insurance Corporation

RECORDED IN BOOK OF MAP NO. 12462

REQUEST FOR CHECK

DE FORM TR 3 3-69

THE DETROIT EDISON COMPANY

No 18513

PAY TO (NAME AND ADDRESS INCL ZIP CODE)

**CONGA INC.
4727 N. Woodward
Royal Oak, Michigan**

INVOICE NO

DATE OF REQUEST

May 11, 1970

REQUESTED CHECK DATE

May 14, 1970

CONTRACT NO

STATE WHAT PAYMENT IS FOR (ATTACH COPY IF REQUIRED BY PAYEE)

**Payment for permanent tower line easement on property in the City of Royal Oak,
formerly leased for tower line purposes**

VENDOR CODE	
TAX CODE	USE/SALES TAX OR F/A
DISC CODE	CASH DISCOUNT AMT.
FREIGHT	ADD'L CHG
ADDITIONAL CHARGE AMT	AUDITED

ACCOUNT NAME	ITEM	WORK ORDER	AMOUNT
	01	350 A 475	\$5,000.00
	02		
	03		
	04		
		TOTAL AMOUNT	\$5,000.00
PREPARED BY R. R. Tewksbury/mld	APPROVED		
APPROVED FOR PAYMENT	AUDITED		

Robert R. Cunningham - 310 General Offices

CHECK TO BE MAILED

SEND CHECK TO _____

MEMORANDUM:

Location: East of the Grand Trunk Railroad, South of Harrison, City of Royal Oak

To be used for: Tower line

Consists of: .24 acres of vacant land

No appraisal was made.

ACCREDITED RIGHT OF WAY NO. 12482

WORK ORDER DE FORM PR 175 6-60

LOCATION CITY OF ROYAL OAK		WORK ORDER NUMBER 350 A 475	
ACCOUNT LAND AND LAND RIGHTS - TRANSMISSION		DATE COMPLETED	
DESCRIPTION Purchase right of way easement for existing Northeast Lincoln Tower Line.			
REASON Tower line right of way has been leased since 1948, now being converted to permanent right of way.			
O.F.W. NO.	U.G.L. D.O.	ENGINEER'S CERTIFICATE SCHEDULE	
WORK TO BE STARTED 1970	WORK TO BE COMPLETED 1970	DATE ISSUED April 21, 1970	
ESTIMATED COST		\$5,200	
<p>NOTE: Please transfer charges made on temporary Work Order 350 P2 J86 to this new work order.</p>			
ONE01-WE1		ONE01	
<p>THIS REQUEST FOR WORK ORDER HAS BEEN APPROVED BY THE CONTROLLER AND CHARGES MAY NOW BE MAILED TO THE WORK ORDER AND JOB NUMBER INDICATED.</p> <p style="text-align: right;"><i>mj. Giroux</i></p> <p>PLANT ACCOUNTING DEPT. ROOM 846 G O. EXT. 2911</p>			
<p>R. Q. Duke, Prop. & R/W Dept. C. M. Heidel, Gen. Engrg.</p>			
LOCATION CITY OF ROYAL OAK	ISSUED TO R. Q. Duke	REMARKS	WORK ORDER 350 A 475

RECORDED RIGHT OF WAY NO. 12462

INTERDEPARTMENT CORRESPONDENCE

Properties and Rights of Way Department

October 4, 1967

MEMORANDUM TO:

MR. ELDRED H. SCOTT
Senior Vice President and Controller
520 General Offices

Re: Tower Line Lease on Webb Fuel Company property in the
City of Royal Oak.

Please be advised that effective August 1, 1968, the annual rental shall be paid to the new owners, Theodore and Sylvia E. Nick, 2017 Rochester Road, Royal Oak, Michigan.

The General Accounting Department is hereby requested to mail the annual rental to the new owners.

Please refer this file to this office on March 1, 1969.


Lamar R. Smith
Supervisor of Real Estate

JAR/nk

cc: Mr. R. Q. Duke
Mr. J. T. Liddle
Mr. R. O. Wagner
Mr. J. S. Wenger

RECORDS CENTER
RECEIVED OCT 10 1967
CLASSIFIED

RECORDED RIGHT OF WAY NO. 1241002

L.S. this taken care of?
sent
-2-2

Webb Fuel Company

QUALITY
COAL & FUEL OIL



Port Huron, Michigan
September 18, 1967

Mr. M. Pease, Assistant Vice President
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan

Dear Mr. Pease:

We are writing to you concerning the lease between Detroit Edison Company and Webb Fuel Company in Royal Oak, Michigan. We wish to advise that the property has been sold to Mr. Theodore Nick. I am sure he will be in contact with you concerning new lease agreement.

The rent for August, 1967 to July 31, 1968 has been pro-rated by Webb Fuel Company and Mr. Nick. Rent money has not been received as of this date, and should still be made payable to Webb Fuel Company, 1520 Pine Grove Avenue, Port Huron, Michigan, 48060.

Cordially yours,
Hugh S. Webb, Jr.
Hugh S. Webb, Jr.
President

HSWJr/h
CC: T. Nick

Copy of this letter sent to Rl. Est. & R/W Dept. 9-21-67

RECORDED PAGE OF WAY TO... 124/02

INTERDEPARTMENT CORRESPONDENCE

Properties and Rights of Way Department

July 17, 1963

MEMORANDUM TO:

MR. ELDRED H. SCOTT
Vice President and Controller
520 General Offices

Re: Six (6) year tower line lease renewal on Webb Fuel Company property in the City of Royal Oak.

Attached for the Records Center is the original of the above captioned agreement dated July 15, 1963.

The six-year term begins August 5, 1963, at an annual rental of \$300.00. Webb will bill Edison yearly for the rental payment beginning in 1964.

Please refer file to this office on March 1, 1969.

GEN'L ACCTG DEPT.
ENTERED - CANCELLED
CONTRACT BOOK NO. <u>12462</u>
DATE <u>Aug 16, 1963</u>
BY <u>William H. Wade</u>
CHECKED BY <u>Stacy</u>

Lamar R. Smith
Lamar R. Smith
Supervisor of Real Estate

RRT/gd
Attach.

- cc. A. L. Kasameyer
- J. T. Liddie
- J. R. Watson
- J. S. Wenger

REFERRED TO
<i>BK</i>
<i>Wenger 8-21-63</i>
<i>RXD-18</i>

RECORDS CENTER
RECEIVED AUG 5 1963
TICKLER MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 12462

Date: July 15, 1963

IN CONSIDERATION of the payment of the sum of Three Hundred (\$300.00) Dollars by THE DETROIT EDISON COMPANY, a New York corporation, (hereinafter referred to as "EDISON"), receipt of which is hereby acknowledged, and the further payment by EDISON of the sums hereafter stated when such payments are due the WEBB FUEL COMPANY, a Michigan corporation, (hereinafter referred to as "WEBB") do by these presents grant to EDISON, its successors and assigns the right to operate, maintain and repair its over-head 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 as they are now presently located on the land hereafter described, including 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, maintenance and repair upon, over and across land situated in the City of Royal Oak, County of Oakland, State of Michigan, described as follows:

Lot 2 of Assessor's Plat No. 27 of part of the Southwest Quarter of Section 22, T 1 N, R 11 E, according to the plat thereof recorded in Liber 54 of Plats, Page 22, Oakland County Records; and Lots 1 and 47 to 52 inclusive of "Lincolnside Subdivision" of Lots 55 to 64 inclusive of Truesdells Addition to Village of Royal Oak, according to plat thereof recorded in Liber 17 of Plats, Page 5, Oakland County Records.

EDISON, its successors and assigns, covenants and agrees that it will reimburse WEBB 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 WEBB, 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 WEBB 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 whosoever or whatsoever arising by reason of the operation, maintenance and repair of said tower, fixtures, wires and equipment on the premises described

above. EDISON further covenants and agrees to protect, indemnify and save WEBB 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.

The rights hereby granted to EDISON shall be and continue in full force and effect for a period of one (1) year commencing August 5, 1963 and ending August 4, 1964, and thereafter from year to year until August 4, 1969, unless sooner terminated as hereafter provided.

WEBB may terminate this grant at the end of any of the one (1) year periods referred to above by giving to EDISON written notice of termination at least ninety (90) days prior to the expiration of any one (1) year period. In the event of the termination of this grant as herein provided, EDISON shall have an additional period of ninety (90) days from the date that said grant is terminated to remove its tower, lines and equipment from the premises.

EDISON shall pay to WEBB the further sum of Three Hundred (\$300.00) Dollars on August 5, 1964 and a like sum on the same day of each year thereafter while this agreement remains in effect. WEBB shall, within thirty (30) days prior to the date that each payment is due, send to EDISON a statement or invoice therefor.

In the event EDISON abandons or discontinues the use of said overhead lines or the rights herein are terminated by WEBB, EDISON 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 as near as may be and execute a reconveyance of this right of way forthwith to WEBB.

In the Presence of:

WEBB FUEL COMPANY

Margaret E. Hisscock
Margaret E. Hisscock
Virginia Tuthill
Virginia Tuthill

Hugh S. Webb, Jr. President
Hugh S. Webb, Jr., President
Verna Bowers Asst. Secy.
Verna Bowers, Asst. Secy.

THE DETROIT EDISON COMPANY

Robert R. Tewksbury
Robert R. Tewksbury

By: M. Pease
M. Pease, Assistant Vice President

12462

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this _____ day of _____, A.D. 1963, before me appeared

_____ and _____

to me personally known, who being by me severally duly sworn, did say that they are _____ and _____ respectively of WEBB FUEL COMPANY, of Port Huron, Michigan, 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

_____ and _____

acknowledged the said instrument to be the free act and deed of the said WEBB FUEL COMPANY.

Notary Public, _____ County, Michigan

My Commission Expires: _____

12462

Approved 7/10/63

[Signature] 7/11/63
GEN. ENG. John S. Meyer 7-11-63

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

October 21, 1958

Ans
10-22-58

MEMORANDUM TO:

Mr. Eldred H. Scott
Vice President and Controller
520 General Offices

Attached for the General Files is fully executed and recorded agreement, covering right of way over property owned by Webb Fuel Company, formerly Webb Coal Company, (their Harrison Avenue property) in the City of Royal Oak, Oakland County, Michigan, and pertinent papers.

This agreement dated September 9, 1958, calls for an annual payment of \$300.00, beginning August 4, 1959. The first year's payment was made on voucher D-2139 in the amount of \$300.00.

The above right of way agreement supersedes and should be filed with Right of Way No. 12462, also attached.

Will you please refer this file to the Real Estate and Rights of Way Department on May 4, 1963, in view of the expiration date of August 4, 1963.

GEN'L. ACCTG. DEPT. ENTERED - CANCELLED
CONTRACT BOOK NO. _____
DATE <u>7-27-59</u>
BY <u>[Signature]</u>
CHECKED BY <u>[Signature]</u>

I. W. Gamble
I. W. Gamble
Supervisor of Rights of Way

REFERRED TO
<i>[Signature]</i>
<i>[Signature]</i>

WG:mmd
attach.

GENERAL FILES
RECEIVED OCT 27 1958
CLASSIFICATION: Rec. R/W 12462

RECORDED RIGHT OF WAY NO. 12462

1958 JUN 6 PM 3
REAL ESTATE AND
RIGHTS OF WAY DEPT.
58

INTERDEPARTMENT CORRESPONDENCE
Planning and Project Engineering Department

June 6, 1958

MEMORANDUM TO:

Mr. B. F. Wagner
District Fieldman
Real Estate and Rights of Way Department
300 General Offices

RE: Northeast-Lincoln 120 Kv Line
Lawson Estates and Webb Coal Company

This line will remain in operation for a long period and in reply to your letter of June 3, 1958, will you please arrange for extensions of both agreements which expire June 16, 1958 and August 5, 1958, respectively.

These properties are south of Lincoln Station and the line is Northeast-Lincoln and not Lincoln-Bloomfield.

Originally we installed two towers on the Lawson property and one tower on the Webb property. During the latter part of 1954 we removed the north tower on Lawson and installed it on the adjacent property to the east which is owned by The Detroit Edison Company. This information may be of some importance in your re-negotiations.

A. L. Malmstrom
A. L. Malmstrom

RLM:ad

CC I. W. Gamble ✓

RECORDED RIGHT OF WAY NO. 12462

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

August 12, 1958

1958 AUG 12 PM 2 52

REAL ESTATE AND RIGHTS-OF-WAY DEPT.

MEMORANDUM TO:

Mr. I. W. Gamble
Supervisor of Rights of Way

Re: Webb Coal Company tower line right of way renewal, Northeast Lincoln Line, City of Royal Oak.

Mr. Jack Moores of the Webb Coal Company advised me today by telephone that he and Mr. Webb have evaluated the matter of renewing this right of way lease.

They have taken into consideration the cost to them of lands they now lease from the Grand Trunk Western Railroad Company and are using this as a basis of determining the value of the land that we use for our tower line. They are also considering costs to them in arranging their oil storage facilities so as not to conflict with our line.

He has offered to renew the lease on a year to year basis for \$300.00 per year. This compares with \$200.00 per year for the ten year agreement which has recently expired. We have consistently asked for an agreement of longer duration and Mr. Moores has replied that at a meeting with the officials of his company last week, a decision was made to rearrange their facilities in Royal Oak at some future date. He believes this will be within a year or so and that if and when these plans are developed they will then consider selling a permanent right of way to us.

If this is acceptable, I recommend that our Legal Department and myself meet with Mr. Moores to draw up an agreement for their execution.

B F Wagner
B. F. Wagner
District Fieldman

BFW:clj

*11/2/58
OK
Original of [unclear]*

*Lawrence [unclear]
1000' 5 years*

RECORDED RIGHT OF WAY NO. 12462

1-11
23

IN CONSIDERATION of the payment of the sum of Three Hundred (\$300.00) Dollars by THE DETROIT EDISON COMPANY, a New York corporation, (hereinafter referred to as "EDISON"), receipt of which is hereby acknowledged, and the further payment by EDISON of the sums hereafter stated when such payments are due the WEBB ~~SOLE~~ ^{FUEL} ~~COMPANY~~ ^{HSW} COMPANY, a Michigan corporation, (hereinafter referred to as "WEBB") do by these presents grant to EDISON, its successors and assigns the right to operate, maintain and repair 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 as they are now presently located on the land hereafter described, including 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, maintenance and repair upon, over and across land situated in the City of Royal Oak, County of Oakland and State of Michigan, described as follows:

Lot 2 Assessor's Plat No. 27 of part of the Southwest Quarter of Section 22, T 1 N, R 11 E, according to the plat thereof recorded in Liber 54 of Plats, page 22, Oakland County Records; and Lots 1 and 47 to 52 inclusive of "Lincolnside Subdivision" of Lots 55 to 64 inclusive of Truesdells Addition to Village of Royal Oak, according to plat thereof recorded in Liber 17 of Plats, page 5, Oakland County Records.

EDISON, its successors and assigns, covenants and agrees that it will reimburse WEBB for all damage caused by its agents, servants and employes, 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 WEBB, 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 WEBB 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 whomever, or whatsoever,

RETURN OF
 RICHARD H. TAYLOR
 The Detroit Edison Company
 2000 SECOND AVENUE
 DETROIT 26, MICHIGAN

RECORDED RIGHT OF WAY NO. 12462

arising by reason of the operation, maintenance and repair of said tower, fixtures, wires and equipment on the premises described above. EDISON further covenants and agrees to protect, indemnify and save WEBB 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.

The rights hereby granted to EDISON shall be and continue in full force and effect for a period of one (1) year commencing August 5, 1958 and ending August 4, 1959, and thereafter from year to year until August 4, 1963, unless sooner terminated as hereafter provided.

WEBB may terminate this grant at the end of any of the one (1) year periods referred to above by giving to EDISON written notice of termination at least ninety (90) days prior to the expiration of any one (1) year period. In the event of the termination of this grant as herein provided, EDISON shall have an additional period of ninety (90) days from the date that said grant is terminated to remove its tower, lines and equipment from the premises.

EDISON shall pay to WEBB the further sum of Three Hundred (\$300.00) Dollars on August 4, 1959 and a like sum on the same day of each year thereafter while this agreement remains in effect. WEBB shall, within thirty (30) days prior to the date that each payment is due, send to EDISON a statement or invoice therefor.

In the event EDISON abandons or discontinues the use of said overhead lines or the rights herein are terminated by WEBB, EDISON 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 as near as may be and execute a reconveyance of this right of way forthwith to WEBB.

RETURN TO
RICHARD H. TAYLOR
The Detroit Edison Company
20 SECOND AVENUE
DETROIT 26, MICHIGAN

Witness

Eileen Hissock
Eileen Hissock
Verna Bowers
Verna Bowers

FUEL HSWH
WEBB COAL COMPANY
Hugh S. Webb, Jr.
Hugh S. Webb, Jr., President
Jack F. Moors, Jr.
Jack F. Moors, Jr., Vice President

RECORDED RIGHT OF WAY NO. 112246

Accepted:

Ivan W. Gamble
Ivan W. Gamble

THE DETROIT EDISON COMPANY
By Richard H. Taylor
Richard H. Taylor, Director
Real Estate and Rights of Way Dept.

STATE OF MICHIGAN)
) ss.
COUNTY OF St. Clair

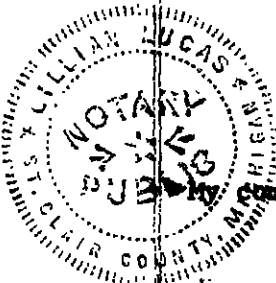
On this 9th day of September, A.D. 1958, before me
appeared Hugh S. Webb, Jr. and Jack F. Moores, Jr.

to me personally known, who being by me severally duly sworn, did say that they
are President and Vice President respectively of

WEBB ^{FUEL HSWG} COAL COMPANY, of Port Huron, Michigan, 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 Hugh S. Webb, Jr. and Jack F. Moores,

Jr. acknowledged the said instrument to be
the free act and deed of the said Webb ^{FUEL HSWG} Coal Company



Lillian Lucas
Lillian Lucas
Notary Public, St. Clair County, Michigan

My commission expires: June 18, 1961

APPROVED _____ DATE 9/16/58
Wm. E. Lamb
[Signature]

[Signature]

RETURN TO
RICHARD H. TAYLOR
THE DETROIT EDISON COMPANY
2400 SECOND AVENUE
DETROIT 26, MICHIGAN
RECORDED
OAKLAND COUNTY, MICHIGAN
REGISTER OF DEEDS, RECORDS
1958 OCT 14 AM 10 55

RECORDED RIGHT OF WAY NO. 2762

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

RIGHT OF WAY DEPARTMENT

1949 JUL 20 PM 2 05

TREASURER'S OFFICE

July 19, 1949

MEMORANDUM TO:

Mr. A. S. Albright, Treasurer
1010 General Offices

Re: Tower line right-of-way - City of Royal Oak.

Attached, for the General Files, is a fully executed copy of a recorded tower line permit covering a right of way on property owned by the Webb Coal Company in the City of Royal Oak, Oakland County, Michigan.

The permit is dated August 5, 1948 and runs for a period of ten (10) years.

Would you, therefore, please refer this agreement to the Right-of-Way Department June 1, 1958?

*Tickets made July 22, 1949
ER*

R. H. Taylor
Right-of-Way Agent

R. H. Taylor/mb

Enclosure

REFERRED TO
<i>A. S. Albright</i>
<i>WMS</i>
<i>Cook</i>
<i>HC</i>
<i>WGR</i>

GENERAL FILES
RECEIVED JUL 22 1949
CLASSIFICATION:

RIGHT OF WAY FILE NO. 12462

Date August 5, 1948

IN CONSIDERATION of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, WEBB COAL COMPANY (hereinafter referred to as "WEBB") 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 hereof, located in the City of Royal Oak, County of Oakland, State of Michigan, and described as follows:

Lot 2 Assessor's Plat No. 27 of part of the Southwest Quarter of Section 22, T 1 N, R 11 E, according to the plat thereof recorded in Liber 54 of Plats, page 22, Oakland County Records; and Lots 1 and 47 to 52 inclusive of "Lincolnside Subdivision" of Lots 55 to 64 inclusive of Truesdells Addition to Village of Royal Oak, according to plat thereof recorded in Liber 17 of Plats, page 5, Oakland County Records.

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 Company. Tower to be located as near as possible to railroad right-of-way and approximately 245 ft. Southeasterly from Northwest corner of said property.

Edison, its successors and assigns, covenants and agrees that it will reimburse Webb for all damage caused by its agents, servants and employes, 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 Webb, 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 Webb 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,

RIGHT OF WAY FILE NO. 12462

1-1
221897

Sub - 2433 Page 46

845 E

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 Webb 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.

It is agreed that the rights herein granted to the Edison shall terminate in ten (10) years from the date hereof. Any extension of time at the end of said period shall be at the option of Webb and shall be subject to negotiation and renewal for a nominal fee in the light of conditions then existing.

Edison, for itself, its successors and assigns, covenants and agrees to relocate its tower, fixtures, wires and equipment upon a six months' notice from Webb, its successors or assigns, so to do, should the future use of the property by Webb, 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, and execute a reconveyance of this right-of-way forthwith to said Webb.

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

Witness:

Hazel Glassford
Hazel Glassford

Verna Bowers
Verna Bowers

Signed: WEBB COAL COMPANY

Hugh S. Webb, Jr.
Hugh S. Webb, Jr.

Harry A. Baker
Harry A. Baker
Vice Pres. - Gen. Manager

REGISTER OF DEEDS } JUL 8 1948
Oakland County, Mich.
Received for record
at _____ o'clock _____ M., and recorded in
Lib. 2033 Page 461-4 of Oakland
County Register of Deeds Records.

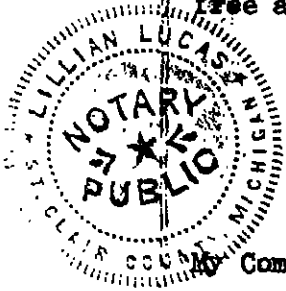
Accepted: THE DETROIT EDISON COMPANY
By Richard H. Taylor
Richard H Taylor Right-of-Way Agent

Orrin McQuaid
ORRIN McQUAID, Register of Deeds

RIGHT OF WAY FILE NO. 12762

STATE OF MICHIGAN
County of St. Clair } ss

On this 5th day of August, A.D. 1948, before me appeared
Hugh S. Webb Jr and Harry A. Baker
to me personally known, who being by me severally duly sworn, did say that
Hugh S. Webb Jr respectively Harry A. Baker and
WEBB COAL COMPANY of Port Huron, Michigan,
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
Hugh S. Webb Jr & Harry A. Baker, and the said Hugh S. Webb Jr
and Harr A. Baker acknowledged the said instrument to be the
free act and deed of the said Hugh S. Webb Jr and Harry A. Baker.



Lillian Lucas
Lillian Lucas

Notary Public St. Clair
County, Michigan

LILLIAN LUCAS

Notary Public, St. Clair County, Mich.
My Commission Expires June 17, 1949

Commission expires

RIGHT OF WAY FILE NO. 124402

INTERDEPARTMENT CORRESPONDENCE

Properties and Rights of Way Department

January 8, 1971

MEMORANDUM TO:

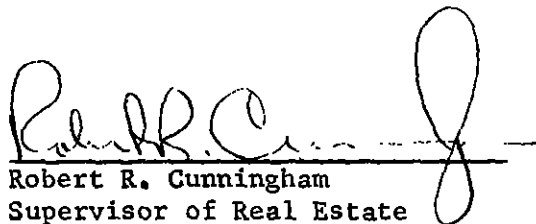
MR. HARRIS R. SYMES
Secretary
510 General Offices

Re: Lincoln-Bloomfield tower line easement, City of Royal Oak,
Oakland County, Michigan, Work Order No. 350 A 475

Attached for the Records Center is a tower line easement and related papers to replace the Webb Coal Company tower line lease.

The easement was acquired from Conga, Inc., on July 23, 1970. It provides permanent tower line rights on Lot 2 and the adjoining 1/2 of vacated Parent Street in Assessor's Plat No. 27 and the adjacent 30 feet for hazardous tree cutting rights on Lot 1 and Lots 47 to 52 and the adjoining 1/2 of vacated Parent Street in Lincolnside Subdivision.

Please add these papers to your recorded right of way File No. 12462.


Robert R. Cunningham
Supervisor of Real Estate

RRT/mld
Attachments

cc: Messrs. R. Q. Duke
G. R. Keast
F. A. Smith
J. S. Wenger
J. C. Wetzal

RECORDS CENTER
RECEIVED JUN 18 71
TICKET # 1002
CLASSIFIED

RECORDED RIGHT OF WAY NO. 12462

Properties and Rights of Way Department

August 7, 1970

MEMORANDUM TO:

MR. J. C. WETZEL, Director
Law Department
226 General Offices


Attention: Mr. Stephen A. McNamee

Re: Easement - The Detroit Edison Company. Work
Order 350 A 475. Northeast Lincoln 120 KV
Tower Line, Section 22, City of Royal Oak,
Oakland County, Michigan

Attached for recording are the following documents:

- 1) Discharge of Lien dated May 8, 1970
(Lien by Orville J. Roll against
Conga, Inc. dated April 24, 1970)
- 2) High Voltage Transmission Permit -
Corporate between The Detroit Edison
Company and Conga, Inc.

When the above documents have been returned from the
Register of Deeds Office, kindly forward the instruments to
this office.



Robert R. Tewksbury
Real Estate Representative

RRT/mld
Attachments

RECEIVED ABOVE DOCUMENTS FOR RECORDING ON August 7, 1970

PER: S. Kromath
Law Department

RECORDED RIGHT OF WAY NO. 12462

T

Properties and Rights of Way Department

October 19, 1970

MEMORANDUM TO:

MR. JAMES C. WETZEL, Director
Law Department
226 General Offices


Attention: Mr. Stephen A. McNamee

Re: Right of Way - The Detroit Edison Company. Work
Order 350 A 475. Lincoln-Bloomfield Line, City
of Royal Oak, Oakland County, Michigan

Attached for recording is the following document:

Subordination of Mortgage Lien signed by
Wayne-Oakland Bank, covering right of way
dated July 23, 1970 for above line

When the above document has been returned from the Register of
Deeds Office, kindly forward the instrument to this office.



Robert R. Tewksbury
Real Estate Representative

RRT/mld

Attachment

RECEIVED ABOVE DOCUMENT FOR RECORDING ON October 19, 1970

PER: Linda Dunbar
Law Department

RECORDED RIGHT OF WAY NO. 12462

August 18, 1970

Conga, Incorporated
401 South Lafayette
Royal Oak, Michigan 48067


Gentlemen:

Enclosed is The Detroit Edison Company
check No. 10085 in the amount of \$300.00

This payment is for our tower line lease on
your Lot 2 from August 1969 to August 1970.

Thank you again for your cooperation.

Cordially,


Robert R. Tewksbury
Real Estate Representative
Properties and Rights of Way Dept.

RRT/mld

Enclosure

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECORDED RIGHT OF WAY NO. 12462

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S).
 REQUIRED FEE(S) PAID.

Show to whom, date and address where delivered Deliver ONLY to addressee

RECEIPT

Received the numbered article described below.

REGISTERED NO.		SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO. 041662		SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
INSURED NO.		
DATE DELIVERED 8/19		SHOW WHERE DELIVERED (only if requested)

RRT: Conga, Inc.

PS-10-7:548-11 347-123 GPO

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

51

No.

SENT TO	POSTMARK OR DATE
Conga, Inc.	
STREET AND NO.	
701 South Lafayette	
STATE AND ZIP CODE	
Royal Oak Mich 48067	
OPTIONAL SERVICES FOR ADDITIONAL FEES	
RETURN RECEIPT SERVICES	1. Shows to whom and date delivered With delivery to addressee on
	2. Shows to whom, date and where delivered With delivery to addressee only
DELIVER TO ADDRESSEE ONLY	
SPECIAL DELIVERY 2 pounds or less	
	RRT: Conga, Inc

PS Form 3800 July 1969

NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL

See other side
 GPO 1969 O-358-312

REQUEST FOR CHECK

DE FORM TR 3 3-69

THE DETROIT EDISON COMPANY

No 31556

INVOICE NO

PAY TO (NAME AND ADDRESS INCL ZIP CODE)

**CONGA, INC.
401 S. Lafayette
Royal Oak, Michigan 48067**

DATE OF REQUEST

August 10, 1970

REQUESTED CHECK DATE

August 12, 1970

CONTRACT NO

STATE WHAT PAYMENT IS FOR (ATTACH COPY IF REQUIRED BY PAYEE)

Annual rental payment for tower line lease in the City of Royal Oak

Lease period August 5, 1969 to August 4, 1970 ----- \$300.00

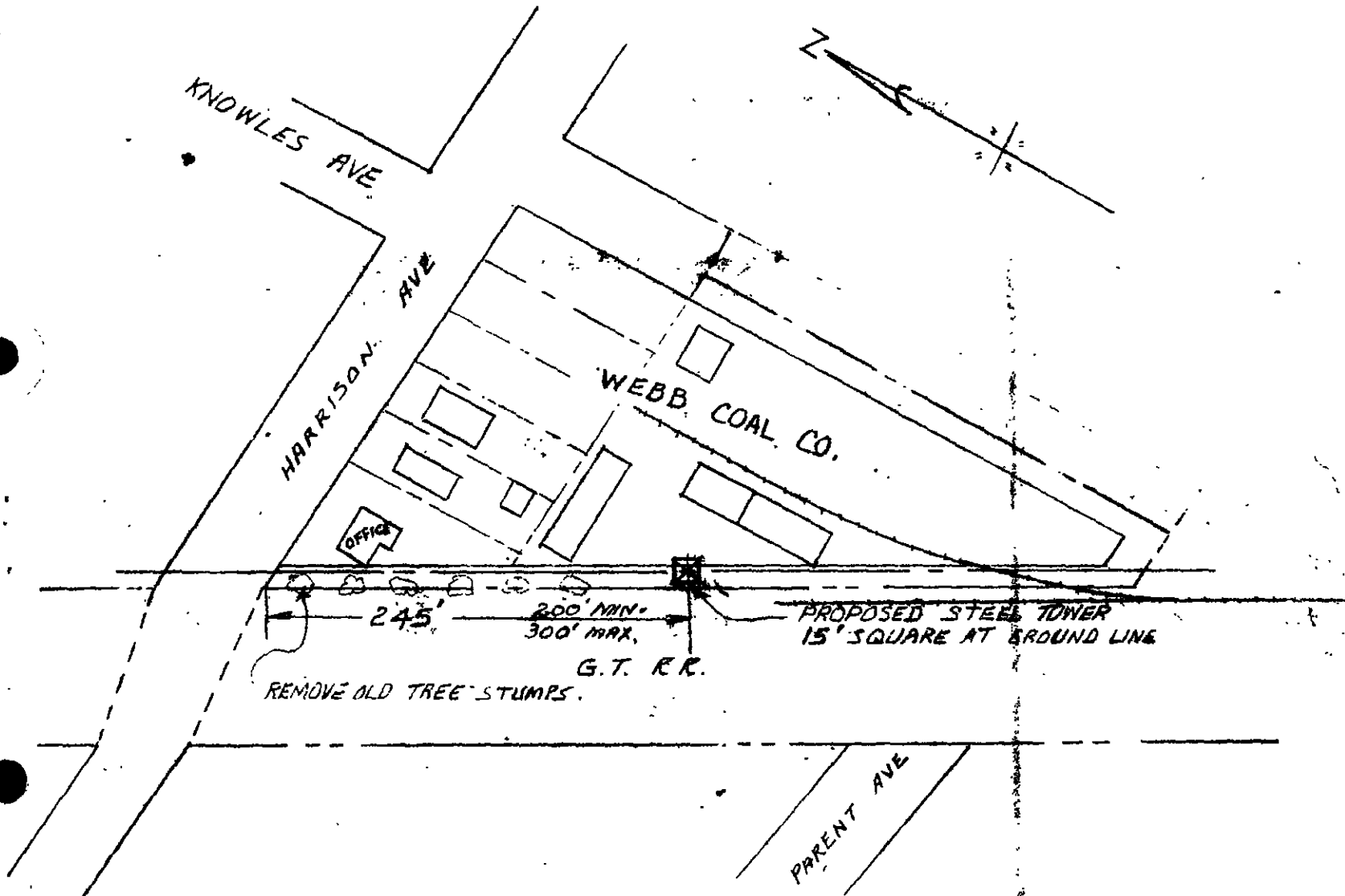
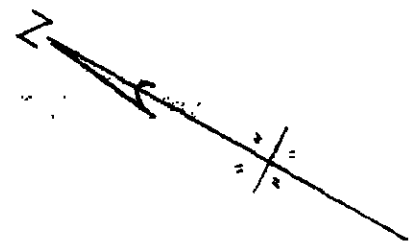
VENDOR CODE	
TAX CODE	USE/SALES TAX OR F/A
DISC CODE	CASH DISCOUNT AMT
FREIGHT	ADD'L CHG
ADDITIONAL CHARGE AMT	AUDITED

ACCOUNT NAME	ITEM	WORK ORDER	AMOUNT
	01	767 AC 638	\$300.00
	02		
	03		
	04		
		TOTAL AMOUNT	\$300.00
PREPARED BY Robert R. Tewksbury/mlc	APPROVED		RECORDED EXACT COPY OF WAY NO. 124-102
APPROVED FOR PAYMENT	AUDITED		

CHECK TO BE MAILED

SEND CHECK TO

Robert R. Cunningham - 310 General Offices



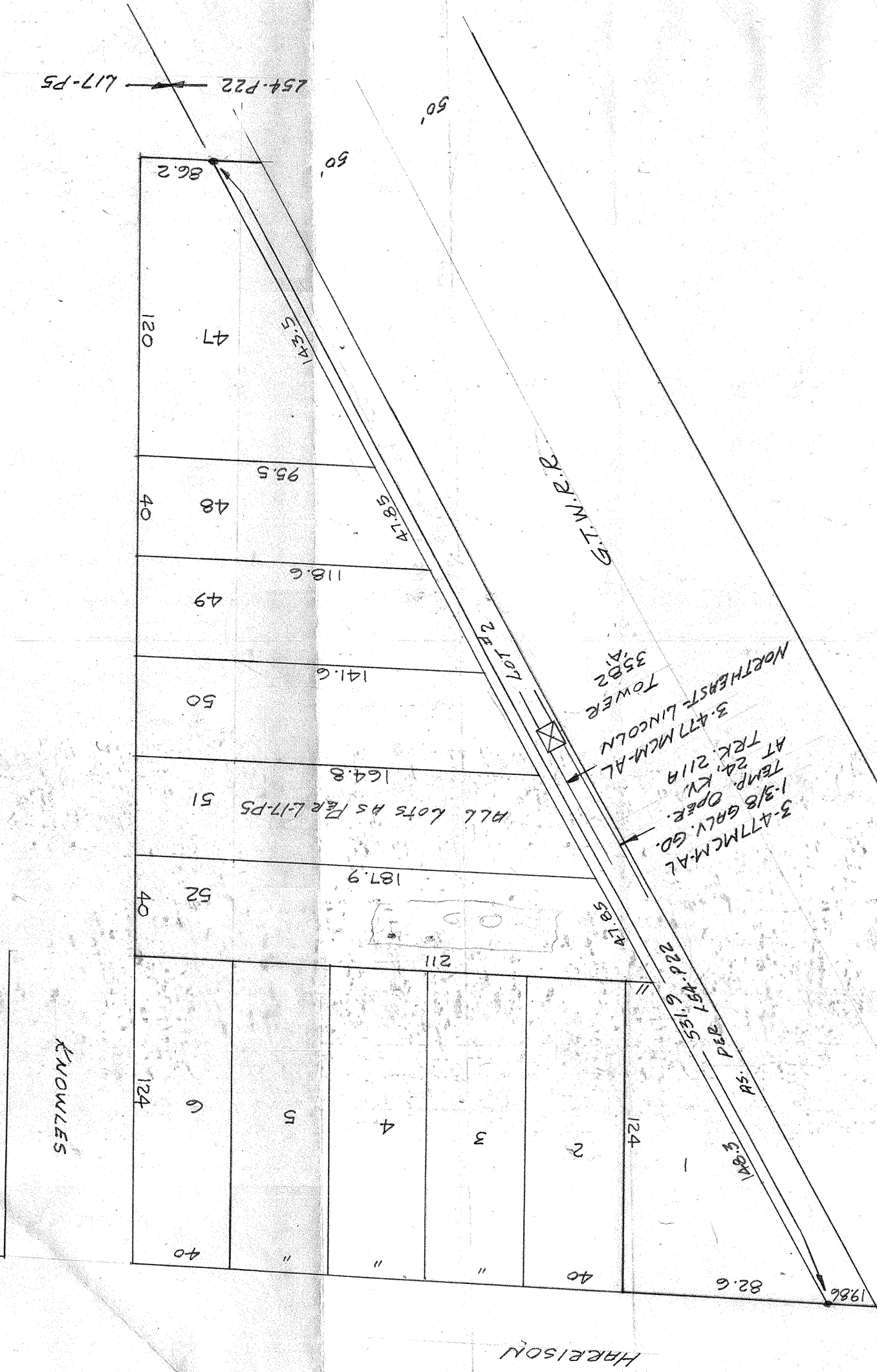
245' 200' MIN. 300' MAX. G.T. R.R. PROPOSED STEEL TOWER 15' SQUARE AT GROUND LINE REMOVE OLD TREE STUMPS.

<p>CODE</p> <p>☒ - TOWER LOCATION 120 KV. LINE</p>	<p>SKETCH OF PORTION OF</p> <p>WEBB COAL CO. PROPERTY</p>	<p>THE DETROIT EDISON COMPANY ELECTRICAL SYSTEM ENG. PLANNING DIVISION</p>		
		<p>LAYOUT BY</p>	<p>DRAWN BY HCR</p>	<p>ED-651</p>
		<p>CHECKED BY ALM</p>	<p>APPROVED BY</p>	<p>SCALE 1" = 100 FT.</p>
		<p>ISSUED TO</p>	<p>[REDACTED]</p>	<p>DATE 29 APR 1977</p>

12462
MISC. RIGHT OF WAY

G.T.W.R.R. & HARRISON
LOTS 1 & 47 TO 52-617-P5
LOT #2 654-P22

SCALE 1" = 50'



KNOWLES

HARRISON

Handwritten initials or signature.



Project No: NOA0112588

Date: March 20, 2013
To: Records Center
From: Lauren Rhyne
Subject: Warehouse Demolition and Construction Encroachment

Attached is the a copy of the non-interference letter granting Atto Construction, Inc., whose address is 2150-B Franklin, Bloomfield Hills, Michigan 48302, permission to demolish three existing warehouses and construct a new single warehouse within the transmission line easement.

Property is located in part of the SW $\frac{1}{4}$ of section 22, City of Royal Oak, Oakland County, MI.

This request was processed by Trina Richardson.

Please incorporate in right-of-way file number R12462.

Attachment (s)



COPY

MAILED
12/21/2011

December 21, 2011

Mr. Richard Atto
Atto Construction, Inc.
2150-B Franklin
Bloomfield Hills, Michigan 48302

RE: Proposed Development within an Electric Transmission Easement Strip in
Section 22, T1N, R11E, City of Royal Oak, Oakland County, Michigan

Dear Mr. Atto:

I am writing in response to your November 15, 2011 inquiry regarding a proposed development within International Transmission Company's ("ITC's") electric transmission easement strip in Section 22, City of Royal Oak, Oakland County, Michigan. ITC's easement in this location is not an exclusive easement. Landowners may use or allow others to use ITC's easement strip in any manner that does not unreasonably interfere with the exercise of ITC's easement rights.

I understand that Atto Construction is proposing to demolish three existing warehouse buildings that are currently on the proposed site location and that Atto Construction has plans to construct a new single warehouse building along the east side of the Grand Trunk Western Railroad ROW. I also understand that the new warehouse building will be set back 27' from the property line (the "Project") and that in order to perform this, it will be necessary to encroach into ITC's existing easement strip.

Based on our review of your construction plans, ITC would not consider the Project to unreasonably interfere with the exercise of its easement rights, provided that the Project is located so that it does not now or hereafter 1) violate any provision of the National Electric Safety Code ("NESC"), including without limitation, the NESC clearance requirements; 2) block access to ITC's electric transmission structures by ITC's vehicles and equipment for purposes of exercising ITC's easement rights; and 3) preclude the construction of such additional electric transmission lines within the easement strip as ITC may, in its discretion, deem necessary or desirable, and further provided that the work necessary to complete the Project is completed in accordance with the requirements of the attached Exhibit A.

ITC's sole purpose in reviewing the Project has been to determine whether it unreasonably interferes with ITC's easement. ITC has not and will not make

any review of the Project to identify actual or potential safety hazards to persons or property. During the planning, design and construction of the Project, it is the sole responsibility of you and/or your contractor to identify and manage ALL safety issues, and to observe ALL applicable workplace and other relevant safety regulations. ITC makes no representation as to safety, and expressly disclaims all liability in any way related to the location of the proposed Project in its easement strip.

This letter should not be interpreted to limit or modify ITC's easement in any way, nor should it be interpreted to limit or modify such rights or interests as ITC may have by virtue of the easement. ITC expressly reserves the right to use its easement strip for all purposes indicated in its easement, including but not limited to the construction, operation, and maintenance of utility facilities and the trimming and removal of trees. Without limiting the foregoing, ITC's use of the easement strip shall not be unreasonably restricted, limited, conditioned, or interfered with as a result of the Project. Should you have additional questions regarding ITC's easement or the information in this letter, please contact me at (248) 946-3517.

Sincerely,

A handwritten signature in cursive script that reads "Trina Richardson". The signature is written in black ink and is positioned below the word "Sincerely,".

Trina Richardson
Property Management Specialist
ITC Holdings Corp.

EXHIBIT A

1. The contractors installing the building in the proximity of 120,000 volt overhead conductors must observe OSHA and MIOSHA rules regarding working near energized overhead conductors and must maintain a minimum clearance of 20' in any direction to the energized overhead conductors.
2. Any disturbance of soil within 10 feet of the electric transmission tower shall be performed with hand tools.
3. No asphalt pavement shall be installed within 1 foot of the electric transmission tower.
4. Care should be taken when installing the asphalt pavement to avoid any physical contact with the electric transmission tower.
5. ITC will not be responsible for any damage to the asphalt pavement caused by ITC personnel or contractors accessing, maintaining or replacing the transmission structures or conductors.

NOV 15 2011

ATTO CONSTRUCTION, INC.

2150-B Franklin
Bloomfield Hills, Michigan 48302
248 245-1555 cell
248 332-5697
248 332-5678 fax

NOV 15 2011

BY:

BY: ..

November 14, 2011

Trina Richardson
ITC
27175 Energy Way
Novi, Michigan 48377

Re: Encroachment Review, City of Royal Oak

Dear Ms. Richardson,

Attached are 6 copies of plans indicating our formal request to construct a new warehouse building in the vicinity of an existing easement along the east side of the Western Railroad Grand Trunk ROW and running South of Harrison avenue along said railroad ROW in the City of Royal Oak.

Currently, there are three buildings that are within 16' or less of the property line and, as existing, the buildings appear to be encroaching into the easement. Our request is to demolish all three of the buildings and to construct a single new warehouse on the site. The new building will be set back 27' from the property line. The attached plans indicate the proposed building location and depict the proposed underground storm sewer system.

The proponent is V & M Corporation, DBA Royal Oak Recycling 414 East Hudson, Royal Oak, Michigan 48067.

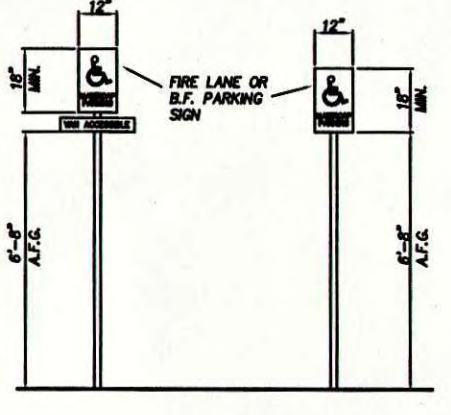
Would you be so kind as to contact me at your earliest convenience to discuss this request further.

Sincerely,

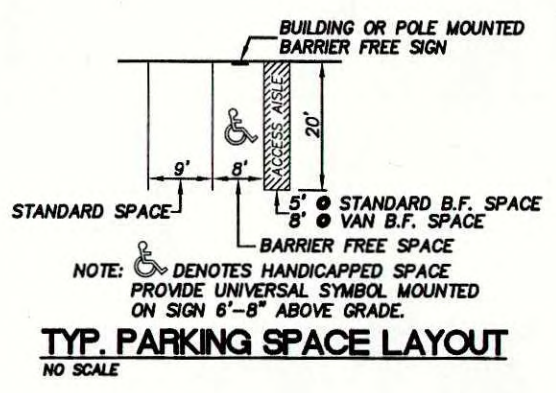


Richard Atto
Atto Construction, Inc
248 245-1555
attonation@msn.com

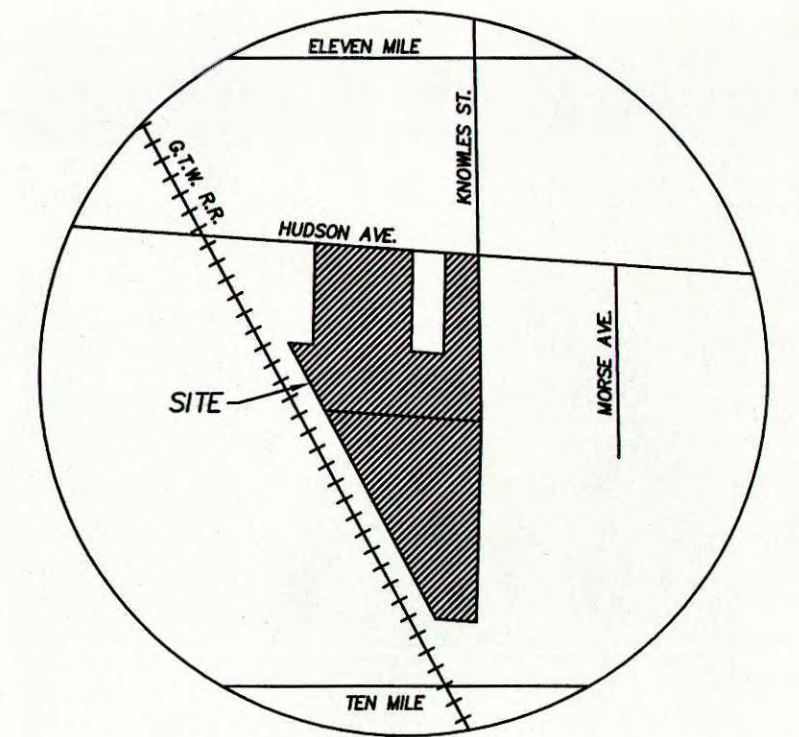
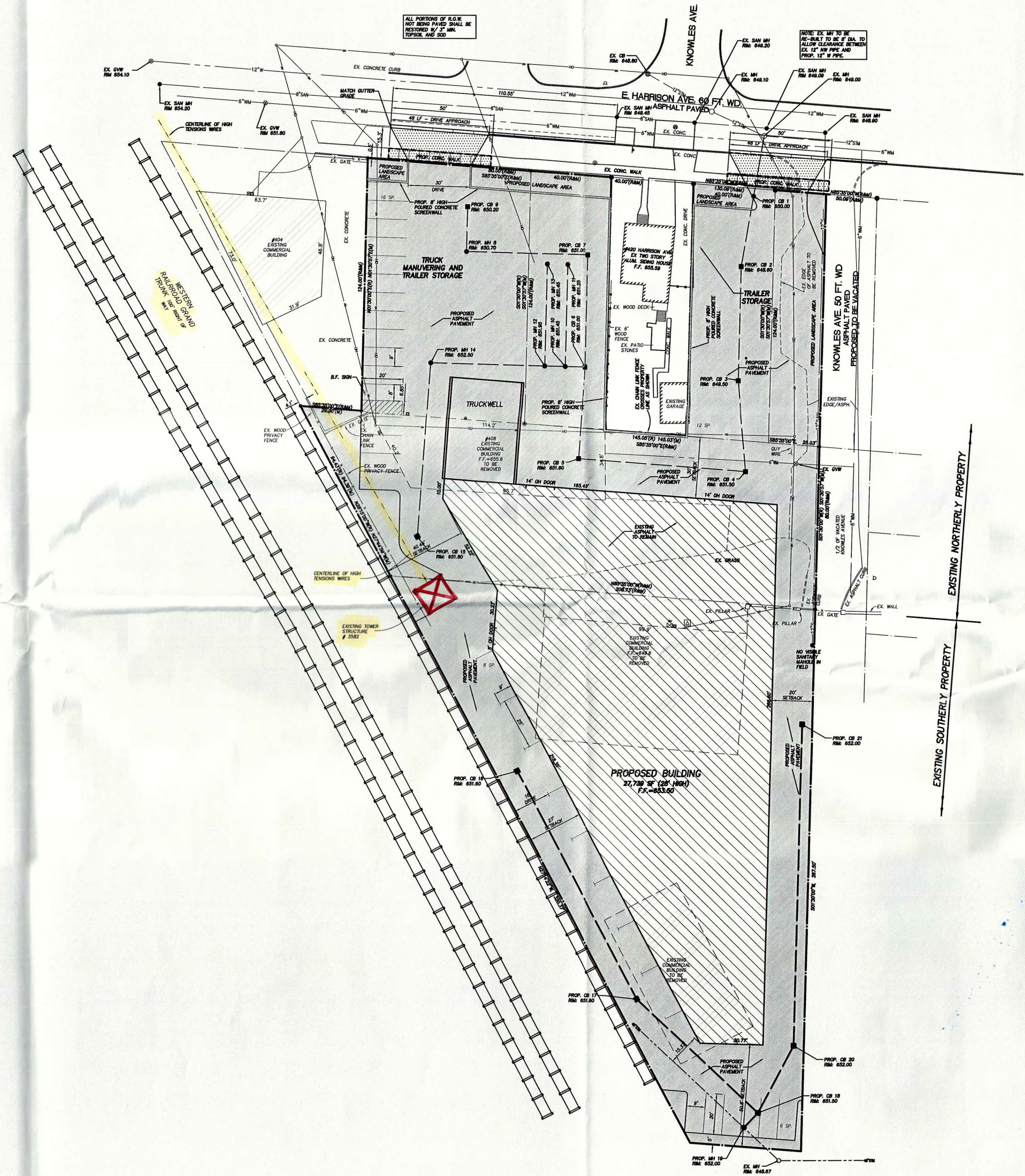
LEGEND	
EXISTING	PROPOSED
ELEVATION	ELEVATION
CONTOUR	CONTOUR
STORM SEWER	STORM SEWER
SANITARY SEWER	SANITARY SEWER
WATER MAIN	WATER MAIN
GAS	GAS
ELECTRICAL	ELECTRICAL
CATCH BASIN	CATCH BASIN
MANHOLE	MANHOLE
GATE VALVE IN WELL	GATE VALVE IN WELL
HYDRANT	HYDRANT



SIGN DETAIL
NO SCALE



TYP. PARKING SPACE LAYOUT
NO SCALE



LOCATION MAP
NO SCALE

AR
AR DECKER AND ASSOCIATES, INC
Civil | Structural | Survey
Consulting Engineers
1878 Star Batt Drive
Rochester Hills, MI 48309
(248) 243-3940 P
(248) 243-3944 F

CLIENT
ATTO CONSTRUCTION

2150 FRANKLIN RD.
BLOOMFIELD HILLS, MI 48302
PH: (248) 332-5697
FAX: (248) 332-5678

PROJECT TITLE
PROPOSED WAREHOUSE

408-416-424 E. HARRISON AVENUE
& 1200 KNOWLES AVE.
ROYAL OAK, MICHIGAN 48067

SHEET TITLE
DIMENSIONAL PLAN

SITE DATA:

SITE AREA = 1.76 AC. (INCLUDING VACATED KNOWLES AVE.)
ZONING:
NORTHERLY PROPERTY: GENERAL INDUSTRIAL
SOUTHERLY LAND: MIXED USE ONE
PROPOSED: GENERAL INDUSTRIAL
ADJACENT PROPERTIES:
TO THE EAST: MIXED USE ONE
TO THE WEST: MIXED USE TWO
TO THE SOUTH: MIXED USE ONE
PROPOSED USE: GENERAL WAREHOUSE
REQUIRED BUILDING SETBACKS = 0 FEET
PROPOSED BUILDING SETBACKS = 20 FOOT MIN.
REQUIRED PARKING (WAREHOUSE):
1 SP./1,000 SF X 27,739 = 28 SP.
PROVIDED PARKING = 30 SP. (INCL. 2 BF SPACES)
UTILITIES:
SANITARY SEWER AND WATER MAIN ARE BOTH AVAILABLE IN THE KNOWLES AVE. RIGHT OF WAY AND THE E. HARRISON AVE. RIGHT OF WAY.
STORM SEWER WILL BE EXTENDED ONTO THE SITE FROM THE EXISTING STORM SEWER IN THE E. HARRISON AVE. RIGHT OF WAY.
ON SITE DETENTION WILL BE DESIGNED IN ACCORDANCE WITH THE CURRENT ORDINANCE. THE REQUIRED DETENTION VOLUME WILL BE STORED IN AN UNDERGROUND PIPE SYSTEM.

LEGAL DESCRIPTIONS:

LOT 4 "LINCOLNSIDE SUBDIVISION", CITY OF ROYAL OAK, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 17, PAGE 5 OF PLATS OF OAKLAND COUNTY RECORDS.
LOT 5 "LINCOLNSIDE SUBDIVISION", CITY OF ROYAL OAK, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 17, PAGE 5 OF PLATS OF OAKLAND COUNTY RECORDS.
LOT 6 "LINCOLNSIDE SUBDIVISION", CITY OF ROYAL OAK, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 17, PAGE 5 OF PLATS OF OAKLAND COUNTY RECORDS.
LOTS 47-48-49-50, INCLUDING 1/2 VACATED KNOWLES AVE. ADJOINING AS SHOWN, ALSO N. 1/2 VACATED PARENT AVE. ADJOINING LOT 47, LINCOLNSIDE SUB. LIBER 17, PAGE 5, PLATS, OAKLAND COUNTY RECORDS; ALSO THAT PART OF LOT 2 ASSESSOR'S PLAT NO. 27, LYING ADJACENT TO SAID LOTS, AS SHOWN, AS RECORDED IN LIBER 5, PG. 22, OAKLAND COUNTY RECORDS. SAID PROPERTY IN CITY OF ROYAL OAK, OAKLAND COUNTY, MICHIGAN.

NOTES:

- 1) ITC HAS BEEN CONTACTED AND THE PROCESS IS UNDERWAY TO ALLOW THE PROPOSED BUILDING AS SHOWN.
- 2) EXISTING EASEMENTS WILL BE INDICATED IN THE ENGINEERING PLANS. PROPOSED EASEMENTS WILL BE GRANTED AS REQUIRED BY THE ENGINEERING DEPARTMENT.
- 3) ALL ENGINEERING DEPARTMENT REQUIREMENTS WILL BE ADDRESSED ON THE ENGINEERING PLANS.
- 4) THE PROPOSED BUILDING WILL HAVE AN AUTOMATIC SPRINKLER SYSTEM. ALL OTHER FIRE CODE ISSUES WILL BE ADDRESSED ON THE BUILDING PLANS.

DATE	ISSUED FOR
7-28-11	FOR CITY SUBMITTAL
8-11-11	REVISED PER CITY COMMENTS
10-27-11	FOR CITY SUBMITTAL TO ITC

SHEET NO.
CE-1
PROJECT NO.
11-0087



SCALE: 1" = 30'



Date: December 15, 2011

To: Trina Richardson
Real Estate and Rights of Way
ITC

From: Ashley DuPree
Engineering
ITC

Subject: **NOA0112588**
Request to construct a new warehouse building within the vicinity of an existing easement.

This request is approved under the following conditions:

1. The contractors installing the building in the proximity of 120,000 volt overhead conductors must observe OSHA and MIOSHA rules regarding working near energized overhead conductors and must maintain a minimum clearance of 20' in any direction to the energized overhead conductors.
2. Any disturbance of soil within 10 feet of the electric transmission tower shall be performed with hand tools.
3. No asphalt pavement shall be installed within 1 foot of the electric transmission tower.
4. Care should taken when installing the asphalt pavement to avoid any physical contact with the electric transmission tower.
5. ITC will not be responsible for any damage to the asphalt pavement caused by ITC personnel or contractors accessing, maintaining or replacing the transmission structures or conductors.

Approved By:

A handwritten signature in blue ink, appearing to read 'Ashley DuPree', is written over a horizontal line.

Ashley DuPree
Senior Engineer