

Sec. 15
W 1/2 of SW 1/4

OVERHEAD EASEMENT (RIGHT OF WAY) NO. R-9410414-01

On July 26, 1995, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area"

MISCELLANEOUS RECORDING
\$ 2.00 REMONUMENTATION
9 NOV 95 12:57 P.M. RECEIPT# 166B
RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

"Grantor" is:

George Michael Herman a/k/a George M. Herman and Beth A. Herman, Husband and Wife
611 Fairgrove, Royal Oak, MI 48067-3613,

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226
Michigan Bell Telephone, a Michigan corporation, 444 Michigan Ave., Detroit, Michigan 48226
T.C.I., a Michigan Corporation, 4500 Delemere Boulevard, Royal Oak, Michigan 48073

"Grantor's Land" is in the City of Royal Oak, Oakland County, described as:

Part of the West one-half (1/2) of Southwest one-quarter (1/4), Section 15, Town 1 North, Range 11 East, Lawson, Baldwin & Hilzinger Add, Lot 35, also vacated alley adjacent to same as recorded in Liber 7, Page 20 of Plats, Oakland County Records. Sidwell No. 25-15-309-17 022

The "Right of Way Area" is a part of Grantor's Land and is described as:

The North Six (6) feet of Grantor's land.

- Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.
- Access:** Grantee has the right of access to and from the Right of Way Area.
- Building or other Permanent Structures:** No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.
- Trees, Bushes, Branches or Roots:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area (or that could grow into the Right of Way Area) that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.
- Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.
- Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

Witnesses:(type or print name below signature)

Grantor:(type or print name below signature)

James D McDonald
JAMES D McDONALD
Robert S. Jones
ROBERT S. JONES

George M. Herman
George M. Herman
Beth A. Herman
Beth A. Herman

Acknowledged before me in OAKLAND County, Michigan, on July 26, 1995 by George Michael Herman, a/k/a George M. Herman and Beth A. Herman, Husband and Wife.

Notary's Stamp JAMES D. McDONALD
Notary Public, Oakland County,
My Commission Expires 5-30-2000
(Notary's name, county and date commission expires)

Notary's Signature James D. McDonald
JAMES D. McDONALD

Prepared by and Return to: James D. McDonald, Royal Oak Service Center, 3425 Starr Road, Royal Oak, Michigan 48073/kad

O.K. -S.R.

47745



Shelby/Royal Oak Service Center
Service Center Operations
3425 Starr Road
Royal Oak, Michigan 48073-2100

(810) 208-2400
(810) 208-2435 (FAX)

June 23, 1995

Mr. George M. Herman
611 Fairgrove
Royal Oak, MI 48067-3613

Re: Encroachment within a Detroit Edison easement covering the Northerly Six (6) feet of the vacated alley lying Northerly of and adjacent to Lot 35, Lawson, Baldwin and Hilzinger Add.

Southwest one-quarter (1/4), Section 15, Town 1 North, Range 11 East. Sidwell No. 25-15-309-017, City of Royal Oak, Oakland County, Michigan.

Dear Mr. Herman:

The Detroit Edison Company has no objections to the existing utility shed within the above described easement.

Our poles and lines upon the easement can be maintained without undue interference by these encroachments and would not require removal of the utility shed. However, the maintenance of these encroachments within the six (6) foot wide easement must be at your sole risk.

Sincerely yours,

Robert S. Jones
Service Planner

RSJ/kad

Approved:

Dennis L. Doherty
Area Leader

47745