

3 10 / 34

EASEMENT GRANT

THIS INDENTURE made this 31st day of DECEMBER, 1958,
by and between FISHER AND COMPANY, a Michigan corporation, hereinafter called "FISHER,"
and THE DETROIT EDISON COMPANY, a New York corporation, with its principal office in
Michigan at 2000 Second Avenue, Detroit, Michigan, hereinafter called "EDISON,"

2045

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, 1958 and bearing no. 4MS810-3, 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.

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

RECORDED RIGHT OF WAY NO. 19599-1012

Reed, N. & S. of
Assessors Plat No. 141;
lots 3 & 4.

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

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 six (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

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The Detroit Edison Company
1200 SECOND AVENUE
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RECORDED RIGHT OF WAY NO. 19542-112

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 15TH day of NOVEMBER 1978, 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 31ST day of DECEMBER 1978. 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 31ST day of DECEMBER 1978. 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 15TH day of NOVEMBER 1978 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

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OFFICE OF THE
CLERK OF THE
COURT
NO. 19599-112

Grant the relocation of the facilities shall be EDISON's sole 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 Jones
Phyllis Jones
W. H. Serenberg
W. H. Serenberg

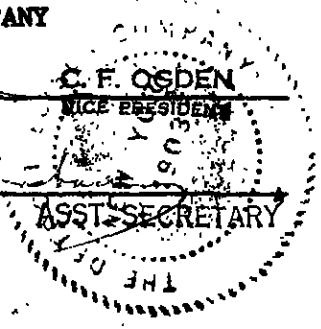
Ivan W. Gamble
Ivan W. Gamble
Irene C. Kata
Irene C. Kata

FISHER AND COMPANY

By Robert C. Shields
Robert C. Shields, Vice President
By Alfred J. Fisher
Alfred J. Fisher Secretary

THE DETROIT EDISON COMPANY

By C. F. Osden
C. F. OSDEN
VICE PRESIDENT
By Esther Birnbaum
Esther Birnbaum
ASST. SECRETARY



STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 31st day of December, A.D. 1958, before me, the subscriber, a Notary Public in and for said County, appeared Robert C. Shields and Alfred 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 Alfred J. Fisher acknowledged said instrument to be the free act and deed of said corporation.

Helen J. Hamlin
Notary Public, Wayne County, Michigan

My commission expires _____

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The Detroit Edison Company
150 SECOND AVENUE
DETROIT, MICHIGAN

HELEN J. HAMLIN
Notary Public, Wayne County, Michigan
My Commission Expires May 8, 1960

RECORDED RIGHT OF WAY NO. 12594

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 6th day of January, A.D. 1959, before me, the subscriber, a Notary Public in and for said County, appeared C. F. Ogden and Esther Birnbaum, to me personally known, who being by me duly sworn did say that they are the Vice President and Assistant Secretary of THE DETROIT EDISON 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 C. F. Ogden and Esther Birnbaum acknowledged said instrument to be the free act and deed of said corporation.

Lillian J. H. Carrole
LILLIAN J. H. CARROLE
Notary Public, Wayne County, Michigan

My commission expires August 8, 1961

RECORDED MICHIGAN
OAKLAND COUNTY RECORDS
1959 JAN 12 PM 3 59

RETURN TO
RICHARD H. TAYLOR
The Detroit Edison Company
230 W. WOOD AVENUE
DETROIT 26, MICHIGAN

INDEXED	DATE
<i>W. L. Lamb</i>	<i>10/30/58</i>
<i>W. L. Lamb</i>	<i>10/31/58</i>
<i>Edmore</i>	<i>10/30/58</i>
<i>Eng. G. Burns</i>	<i>10-30-58</i>
<i>W. L. Lamb</i>	<i>10-30-58</i>
<i>W. L. Lamb</i>	<i>10-30-58</i>

CROSS REFERENCE

NAME OR SUBJECT RECORDED RIGHT OF WAY NO. 19599 - P12 FILE NO.

REGARDING

DATE

SEE

NAME OR SUBJECT RECORDED RIGHTS OF WAY NOS. 3024 & 12394 FILE NO.