

19640PG01

74596

\$35.00 MISC RECORDING
\$2.00 REMONUMENTATION
03/05/1999 03:30:37 P.M. RECEIPT# 5526
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES

THIS EASEMENT AGREEMENT is made on 20th of November 1998 by GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as "Grantor", and THE DETROIT EDISON COMPANY, a Michigan corporation, with its principal address at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "Grantee",

WITNESSETH:

Grantor is the owner of a parcel of property ("Easement Area") located in the City of Pontiac, County of Oakland, and State of Michigan, as shown on Exhibit "A" and described on Exhibit "B", both attached hereto and made a part hereof; and

**Tax Parcels are attached on EXHIBIT C
Grantee desires that a permanent easement be granted to provide electric power for and put its facilities in, over, under and across a 60-foot wide portion ("Towerline Easement Area") of the Easement Area, on an exclusive basis, which excludes Grantor and all other parties, to transmit electricity; and to construct, reconstruct, operate, maintain, repair, replace, improve, modify, enlarge and remove overhead and underground electric transmission lines consisting of towers, wood or steel pole structures, poles, H-frames, or any combination of same, wires, cables, conduits, manholes, crossarms, braces, guys, anchors and transformers and other fixtures and

15 P
R
16 PWS

OK OK

(LIBER 19640PCG02)

appurtenances and electric control circuits and devices ("Edison Facilities"); upon the terms set forth in this Easement Agreement; and

Grantee further desires that a permanent easement be granted over and across a 30-foot wide portion ("Tree Trimming Easement Area") of the Easement Area to permit tree trimming operations required in connection with the Edison Facilities located on the Towerline Easement Area; upon the terms set forth in this Easement Agreement; and

Grantor is agreeable to providing such easements (collectively, "Easement") to Grantee;

THEREFORE, for ONE DOLLAR (\$1.00) (and other valuable consideration,) the sufficiency and receipt of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

- (1) **GRANT:** Grantor grants to Grantee or its permitted assigns, on an exclusive basis, which excludes Grantor and all other parties, a permanent easement ("Towerline Easement") to transmit electricity in, over, under and across the Towerline Easement Area; and to construct, reconstruct, operate, maintain, repair, inspect, replace, improve, modify, enlarge and remove overhead and underground electric transmission lines consisting of towers, wood or steel pole structures, poles, H-frames, or any combination of same, wires, cables, conduits, manholes, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices ("Edison Facilities"); upon the terms set forth in this Easement Agreement; and

Grantor further grants to Grantee or its permitted assigns a permanent easement ("Tree Trimming Easement") over and across the Tree Trimming Easement Area for the purpose of trimming, cutting, removing or otherwise controlling any trees,

(13FR 19640PCG03)

branches, roots and brush that Grantee reasonably believes could interfere with or grow to the point of interfering with the operation and maintenance of the Edison Facilities located on the Towerline Easement Area; upon the terms set forth in this Easement Agreement.

- (2) **PERMITTED USE:** The permanent Towerline Easement is granted on an exclusive basis, which excludes Grantor and all other parties, solely to transmit electricity in, over, under and across the Easement Area; and to construct, reconstruct, operate, maintain, repair, inspect, replace, improve, modify, enlarge and remove overhead and underground electric transmission lines consisting of towers, wood or steel pole structures, poles, H-frames, or any combination of same, wires, cables, conduits, manholes, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices ("Edison Facilities"); upon the terms set forth in this Easement Agreement; and

The permanent Tree Trimming Easement is granted solely for the purpose of trimming, cutting, removing or otherwise controlling any trees, branches, roots and brush that Grantee reasonably believes could interfere with or grow to the point of interfering with the operation and maintenance of the Edison Facilities located on the Towerline Easement Area; upon the terms set forth in this Easement Agreement.

- (3) **REPAIR AND REPLACEMENTS:** The Grantee shall repair or replace all fences, gates, utility lines, driveways, parking areas, ditches, drains and landscaping damaged or destroyed in the construction and installation of Grantee's electric transmission lines or during any inspection, repair, maintenance or removal of same. It is agreed, however, that Grantee may, from time to time in order to maintain Grantee's facilities in a safe and reliable

LIBER 19640PCE01

condition, trim, cut, remove or otherwise control any trees, branches, roots and brush in the Easement Area.

- (4) **EASEMENTS OR RESTRICTIONS:** The granting of this Easement is subject to any easements or restrictions of record or those matters which a personal inspection or an accurate survey of the Easement Area would reveal and upon the following terms:
- (a) Grantor agrees that no building, other above-ground structures, or dumpsters shall be placed within the Towerline Easement Area;
 - (b) Grantor shall not raise or lower the existing grade in the Towerline Easement Area by more than one (1) foot;
 - (c) All lighting fixtures and fences installed by Grantor in the Towerline Easement Area must be grounded in accordance with the National Electrical Safety Code Standards.
- (5) **SUPERVISION:** Grantee shall be responsible during the term of this Easement Agreement for the supervision of all work performed in connection with its access to and use of the Easement Area, and Grantee shall take all precautions, including, but not limited to, the posting of signs and the placing of barricades as are necessary in the interest of public safety and for the safety of any persons working on or traveling upon or in any way using the Easement Area or land adjacent thereto. Grantee shall also be responsible for and take all precautions for the protection of all persons and of real and personal property situated adjacent to or abutting the Easement Area.

REFR 19640PCG05

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

All insurance policies required to be procured and maintained hereunder shall (i) be issued by financially responsible insurance companies; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Grantor may carry; and (iii) contain an express waiver of any right of subrogation by the insurance company against Grantor and its agents and employees. Neither the issuance of any insurance policy required hereunder,

(LICFR 19540PC605)

nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Grantee (or its contractor[s]) arising under or out of this Easement Agreement. Grantee shall deliver to Grantor certificates of insurance evidencing all of the coverages required hereunder. Each insurance policy, with the exception of worker's compensation insurance (and any renewal or extension thereof), required to be carried hereunder shall provide that, unless Grantor shall first have been given thirty (30) days' prior written notice, (i) such insurance policy shall not be canceled and shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy without Grantor's prior written approval.

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

- (8) **INDEMNIFICATION:** Except for claims arising out of Grantor's sole negligence, Grantee shall defend, indemnify, protect and save harmless Grantor, its officers, directors and employees from and against any and all claims, actions, suits, damages, liabilities, costs and expenses, including reasonable attorneys' fees and disbursements, that: (i) arise from or are in connection with the Easement granted hereunder for the Easement Area or any portion thereof; (ii) arise from or are in connection with any act or omission of Grantee or Grantee's agents, employees, contractors, subcontractors, licensees, invitees or others who are present as a specific result of this Easement

Agreement for or on behalf of Grantee; (iii) result from any default of this Easement Agreement or any provision hereof by Grantee; (iv) result from injury to person or property or loss of life sustained in or about the Easement Area; or (v) result from the presence of Grantee's property or equipment on the Easement Area, all regardless of whether such claims are asserted or incurred before, during or after the termination of this Easement Agreement. Grantee's obligations under this paragraph shall survive the termination of this Easement Agreement.

- (9) **HAZARDOUS MATERIALS AND PROHIBITED USE:** Grantee hereby represents and warrants to Grantor that Grantee, its agents, employees and contractors, shall not at any time store, handle, use, package, generate, place or allow to remain on the Easement Area or Grantor's property any hazardous substances, hazardous wastes or toxic substances (hereinafter collectively referred to as "Hazardous Substances"), as those terms are defined and regulated under CERCLA, 42 U.S.C. §9601 et seq.; RCRA, 42 U.S.C. §6901 et seq.; or TSCA, 15 U.S.C. §2601 et seq. Grantee covenants to comply with all environmental laws and regulations and to take such other actions as may be reasonably required to protect against environmental liabilities. The terms and provisions of this paragraph shall survive the termination of this Easement Agreement.
- (10) **WASTE OR NUISANCE:** Grantee shall not commit or suffer to be committed any waste or nuisance upon the Easement Area. Grantee shall take such action as may be reasonably necessary to prevent or terminate any such nuisance or waste arising out of Grantee's use of the Easement Area, including, without limitation, any nuisance created by employees, agents or contractors of Grantee.

- (11) **PROTECTION FROM LIENS:** Grantee shall keep the Easement Area and Grantor's property and every part thereof free and clear of any and all liens and encumbrances for work performed by Grantee, or on Grantee's behalf, on the Easement Area.
- (12) **TAXES:** Grantee shall be responsible for and shall pay, prior to delinquency, any and all taxes, assessments, levies, fees and other governmental charges levied or assessed against the Easement interest herein granted to Grantee or with respect to all personal property and equipment of Grantee located or to be located on the Easement Area.
- (13) **GOVERNING LAW:** This Easement Agreement shall be governed and construed in accordance with the laws of the state in which the property is located and shall not be modified, altered or amended except as agreed to in writing by the parties hereto.
- (14) **NOTICES:** All notices or other communications provided for under this Easement Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

If to Grantor:

General Motors Corporation
Worldwide Real Estate
Mail Code 482-309-939
485 West Milwaukee Avenue
Detroit, Michigan 48202
Attention: Director

(L2FR 19640PGG09)

If to Grantee:

The Detroit Edison Company
Corporate Real Estate Services
2000 Second Avenue, Room 2310 WCB
Detroit, Michigan 48226
Attention: Paul Potter

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same similarly given (such other or additional addresses or addressees being effective from and after the date of receipt of notice of the same by the other party).

- (15) **SUCCESSORS AND ASSIGNS:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
- (16) **ACCESS:** Grantee has the right to access the Easement area.
- (17) **TITLE:** Grantee will retain title to all property that Grantee places on the Easement Area, and none of the property will be considered inseparably attached to the land regardless of whether it would be considered in law but for this paragraph.
- (18) **ENVIRONMENTAL INDEMNITY:** Grantor will indemnify Grantee against all federal, state and municipal environmental agency claims arising out of or in connection with the environmental condition of Grantor's Easement Area. However, this indemnity will not apply if the environmental condition giving rise to such claim is the result of Grantee's construction, reconstruction, repair, maintenance, operation or removal of Grantee's facilities. This indemnity will survive the termination of this Easement Agreement.

LIBER 19640P0610

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument this 20th day of NOVEMBER, 1998, and the Grantee has signed and sealed this instrument this 15TH day of OCTOBER, 1998.

In the presence of:

Kelly M. Collins
KELLY M. COLLINS

Debra L. Hollie
DEBRA L. HOLLIE

REVIEWED AND APPROVED
BY
R. D. HERRINGTON, ATTORNEY

GENERAL MOTORS CORPORATION

BY [Signature]
J. J. Quinn, General Counsel
Worldwide Real Estate

ATTEST [Signature]
Assistant Secretary
MARILYN P. NIX

EXEMPT FROM RECORDING
WORLDWIDE REAL ESTATE
BY [Signature]

In the presence of:

John C. Erb
John C. Erb

Karen A. Shakerjian
Karen Shakerjian

THE DETROIT EDISON COMPANY

BY [Signature]

ATTEST Paul W. Potter, Director -
Corporate Real Estate

(LITER 1964090611)

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 20th day of November, A.D. 1998, by John J. Dumas and Marilyn P. Dumas, General Director and Assistant Secretary, respectively, of GENERAL MOTORS CORPORATION, a Delaware corporation, on behalf of the Corporation.

Meri Moustakas Collins

Notary Public, Wayne County, Michigan

My Commission Expires: 6/27/03

MERI MOUSTAKAS COLLINS
Notary Public, Wayne County, MI
My Commission Expires 06/27/2003

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE OAKLAND

The foregoing instrument was acknowledged before me this 15th day of October, A.D. 1998, by Paul W. Fetter, Director Corporate Real Estate and N/A and N/A, respectively, of THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of the Corporation.

John C. Erb
JOHN C. ERB

Notary Public, Oakland County, Michigan

My Commission Expires: 4/13/02

JOHN C. ERB
Notary Public, Oakland County, MI
Acting in Wayne Co., MI
My Commission Expires Apr. 13, 2002

(LIDFR 19640PG612)

WHEN RECORDED RETURN TO:
The Detroit Edison Company
2000 Second Avenue, Suite 2310 WCB
Detroit, MI 48226
Attention: Paul W. Potter

THIS INSTRUMENT PREPARED BY:
Roger D. Herrington
Attorney at Law
485 West Milwaukee Avenue
MC 482-309-968
Detroit, MI 48202

WS1GM1STHPKSUBIDE-ESMT2.DOC

LIBER 19640PG613

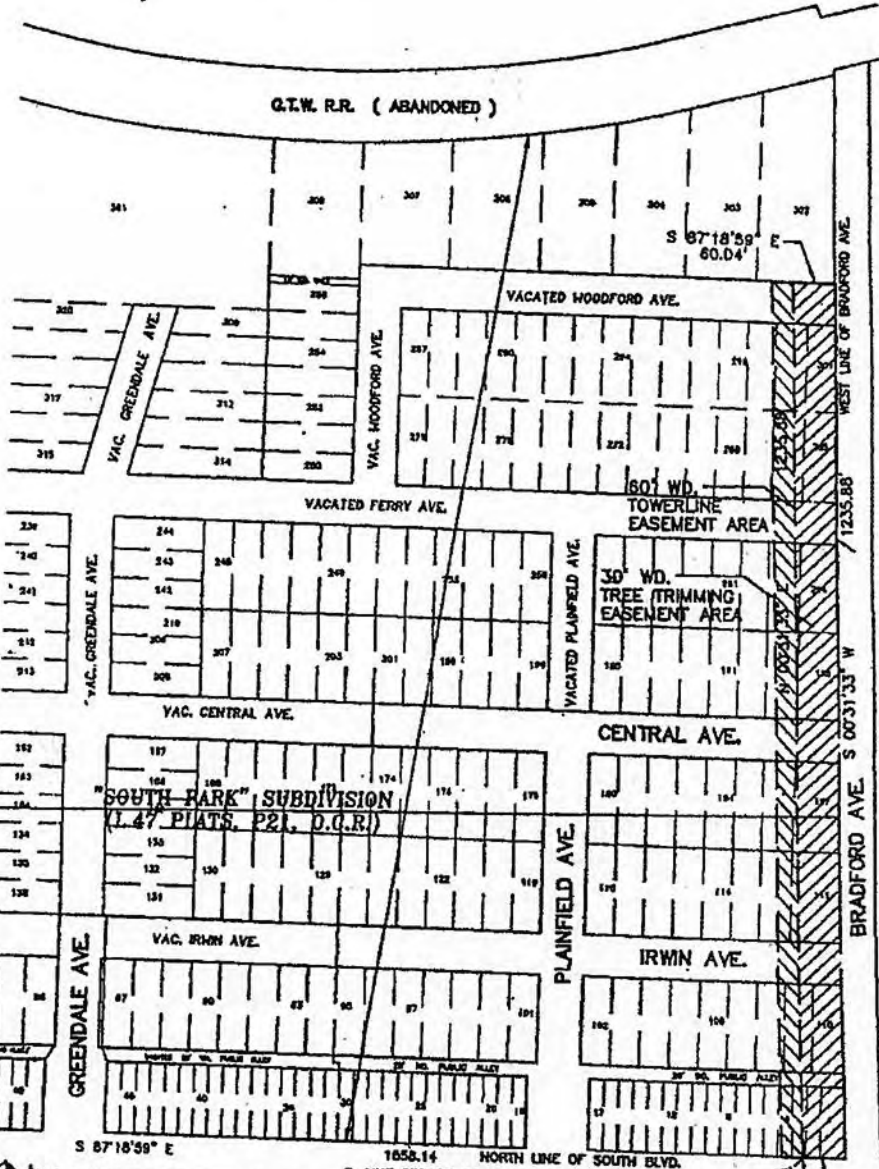
Exhibit "A" ELECTRIC UTILITY EASEMENTS



MARTIN LUTHER KING JR. BLVD.

W. LINE OF SECTION 34

N 0°11'21" E



S 87°18'59" E
60.02'

S.W. COR. SEC. 34
T3N-R10E

N.E. COR. SEC. 4
T2N-R10E

SOUTH BLVD.

N 87°21'04" W

S. LINE SECTION 35

2658.12'

N 87°18'59" W
60.04'

S. 1/4 COR.
SEC. 34
T3N-R10E

NOWAK & FRAUS P.L.L.C.
CIVIL ENGINEERING LAND SURVEYING
11 S. PERRY STREET PONTIAC, MI. 48342
PHONE (248) 332-7931

(LIBER 19640PGC11)

EXHIBIT "B"

Legal description of Easement Area in the City of Pontiac for an overhead and underground electric wires easement, together with a tree trimming easement, from GENERAL MOTORS CORPORATION to THE DETROIT EDISON COMPANY.

#

* Part of "South Park", a subdivision of part of the Southwest 1/4 of Section 34, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, as recorded in Liber 47 of Plats, Page 21, Oakland County Records, being the Easterly 90 feet thereof lying South of the Northerly line of vacated Woodford Avenue (60 feet wide), and being more particularly described as follows:

* PT of Lots 4, 108, 112, 186, 189, 263, 266, 267 and 299;
ALL LOTS 1-3, 109-111, 187, 188, 264, 265, 300 and 301;
PT of alley adj. LOTS 1-3 and PT 4;
PT IRWIN AVE.
PT CENTRAL AVE.
PT Vacated Ferry Ave. PT of vacated Woodford Ave.

TOWERLINE EASEMENT AREA

Commencing at the Southwest corner of said Section 34; thence North 01 minute 11 minutes 21 seconds East 60.28 feet along the West line of said Section 34; thence South 87 degrees 18 minutes 59 seconds East 60.02 feet to the Southwest corner of Lot 71 of said "South Park" subdivision; thence South 87 degrees 18 minutes 59 seconds East 1,558.14 feet along the Northerly line of South Boulevard (120 feet wide) and Southerly line of said "South Park" subdivision to the point of beginning; thence North 00 degrees 31 minutes 33 seconds East, along a line 60 feet West of and parallel to the Westerly line of Bradford Avenue (50 feet wide), 1,235.88 feet to a point on the Northerly line of said vacated Woodford Avenue; thence South 87 degrees 18 minutes 59 seconds East, along said Northerly line, 60.04 feet to a point on the Westerly line of said Bradford Avenue, said point also being the Southeast corner of Lot 302; thence South 00 degrees 31 minutes 33 seconds West, along said Westerly line of Bradford Avenue and Easterly line of said "South Park" subdivision, 1,235.88 feet to a point on the Northerly line of said South Boulevard, said point also being the Southeast corner of Lot 1 of said "South Park" subdivision; thence North 87 degrees 18 minutes 59 seconds West, along said Northerly line of South Boulevard and Southerly line of said "South Park" subdivision, 60.04 feet to the point of beginning;

TREE TRIMMING EASEMENT AREA

Also, one (1) 30-foot wide parcel of land lying adjacent to and parallel with the Westerly line of the above-described 60-foot wide parcel of land.

(LIBER 19640PCE15)

EXHIBIT C

Tree Care Exmt.

- pt 14-34-379-001 (Includes other lands) pt lot 109, all lot 110
- pt 14-34-378-007 (Includes other lands) pt lot 111
- pt 14-34-379-004 (Includes other lands) pt lot 3, all lots 1+2
- pt 14-34-354-007 (Includes other lands) pt lots 266+300, all lots 265+301
- pt 14-34-355-010 (Includes other lands) pt lot 189, all lots 183, 264 + pt lot 263
- ~~14-34-378-005 (Includes other lands)~~
- pt 14-34-378-006 (Includes other lands) pt lot 187

and pt vac Woodford, Ferry, Central & Jervis Aves.
Pt alleys adj thereto,
No Sidwell #'s

Tree Trimming Exmt.

- pt 14-34-379-001. pt lots 108+109
- pt 14-34-378-007. pt lots 111+112
- pt 14-34-379-004. pt lots 3+4
- pt 14-34-354-007. pt lots 266, 267, 299+300
- pt 14-34-355-010. pt lots 189+263
- pt 14-34-378-005. pt lot 186

and pt vac Woodford, Ferry, Central & Jervis Aves.
Pt alleys adj thereto,
No Sidwell #'s

All above sidwells same as original
NKA 14-34-351-006 pt lots 111, 183, 187, 189,
263-266, 300
14-34-351-007 lot 1-3, 109-111

3-10
10

LIBER 3345 PAGE 79
EASEMENT GRANT

37080

KNOW ALL MEN BY THESE PRESENTS that THE EDISON ILLUMINATING COMPANY OF DETROIT, a Michigan corporation with its principal offices at 2000 Second Avenue, Detroit 26, Michigan, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by THE DETROIT EDISON COMPANY, a New York corporation with its principal offices at 2000 Second Avenue, Detroit 26, Michigan, the receipt whereof is hereby acknowledged, does hereby grant to said THE DETROIT EDISON COMPANY, its successors and assigns, an Easement and Right of Way fifty (50) feet in width for the purposes of maintaining, constructing, operating and reconstructing its lines and equipment, either overhead or underground, for the transmission and distribution of electrical energy and THE DETROIT EDISON COMPANY'S communication facilities, including the necessary towers, poles, wires, guys, conduits and other equipment over, across and under part of the Southwest 1/4 of Section 10, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan. The centerline of said easement and right of way is more particularly described as follows:

RIGHT OF WAY FILE NO. 17125
REAL ESTATE FILE NO. [handwritten marks]

An Easement 50 feet in width described by its centerline as: Commencing at the West 1/4 corner of said Section 10; thence North 89°21' East along East and West 1/4 line of said Section, 1007.00 feet to a point in the centerline of Stirling Avenue (60 feet wide); thence South 0°39' East along said centerline of Stirling Avenue, 434.84 feet to a point at the northwest corner of land conveyed to The Edison Illuminating Company of Detroit by deeds dated September 30, 1948 and recorded in Liber 2331 on pages 451 and 453, Oakland County Records; thence North 88°12' East along the northerly line of said lands of deeds dated September 30, 1948, a distance of 355 feet to the point of beginning; thence South 0°39' East across land described in said deeds dated September 30, 1948, a distance of 800 feet to a point on the southerly line of land of said deeds.

Said centerline, as described above, runs through lands shown as Parcels 13, 14, 15 and 16 on survey of unrecorded Flat "Chief Pontiac Farms Addition No. 1," a division of the Southwest 1/4 of said Section 10 made by McAlpine-Starr Company, Engineers-Surveyors, Birmingham, Michigan.

THE EDISON ILLUMINATING COMPANY OF DETROIT hereby grants unto the said THE DETROIT EDISON COMPANY, its successors and assigns, the right to trim or cut down any trees which may interfere with the construction, operation or maintenance of such lines and does also grant unto the said THE DETROIT EDISON COMPANY, its successors and assigns, the right to enter upon the above described premises at

5-10

any and all times for the purposes above set forth.

IN WITNESS WHEREOF the said THE EDISON ILLUMINATING COMPANY OF DETROIT has caused this instrument to be executed by its duly authorized officers and sealed with its corporate seal on this 25th day of May, A.D. 1955.

In the Presence of:

Charles W. Layton
Charles W. Layton
Adele P. Abbott
Adele P. Abbott

THE EDISON ILLUMINATING COMPANY OF DETROIT

By *[Signature]*
C. R. Landrigan
By *[Signature]*
Assistant Secretary
L. C. Provencher

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS.

On this 25th day of May, A.D. 1955, before me, the subscriber, a Notary Public in and for said County, appeared C. R. Landrigan and L. C. Provencher, to me personally known, who being by me duly sworn did say that they are the Vice President and Assistant Secretary of THE EDISON ILLUMINATING COMPANY OF DETROIT, a Michigan corporation, 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. R. Landrigan and L. C. Provencher acknowledged said instrument to be the free act and deed of said corporation.

Lillian J. H. Carroll
Lillian J. H. Carroll
Notary Public, Wayne County, Michigan

My commission expires: 8/17/57

REAL ESTATE FILE NO. 17125

1955 JUN 9 AM 11 33
RECORDED
WAYNE COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

APPROVED DATE
REAL ESTATE ACTING REGISTRAR
Lillian J. H. Carroll
Lillian J. H. Carroll
5/25/55