

recorded Dec 9, 1969

Liber 5450  
Page 441

Date Aug 13, 1969

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, we hereby grant to THE DETROIT EDISON COMPANY its successors and assigns, the right 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, H-frames, conduits, cables, manholes, fixtures, wires and equipment, upon, over, along and under a strip of land 90 feet in width and being a part of lands situated in Township of Milford County of Oakland, State of Michigan, and described as follows:

All that part of the Southwest 1/4 of Section 35, T 2 N, R 7 E, lying South of the Grand Trunk and Western Railroad right of way, except the West 225 feet thereof.

The exact location and description of said easement shall be determined to be 45 feet on each side of a center line to be established by a survey of said land to be made by the grantee on or before the 13th day of Nov, 1969. The location and route of the lines, conduits and related facilities as herein stated shall be within the width of the easement as finally determined. A description of said center line, as established by the survey, shall be recorded in the office of the Register of Deeds and thereafter, except for the right of ingress and egress and the right granted under Paragraph 3, the rights hereby granted shall apply only to that portion of the land herein described over which the easement as finally determined extends. The right to enter upon said lands for the purpose of making such survey is hereby granted.

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 on each side of the easement as finally determined 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:

Robert M. Bross  
Quane H. Anderson  
Deerfoot  
Dell W. Bowers

(Accepted) THE DETROIT EDISON COMPANY

By \_\_\_\_\_

(Signed) William R. Walker  
Nancy M. Luy  
Donald L. Walker  
Janet M. Schauer  
Linda L. Walker  
Norme Bowers  
Louise S. Bowers

STATE OF MICHIGAN }  
County of OAKLAND } SS

On this 13th day of August, A.D. 1969, before me, the undersigned, a notary public in and for said county, personally appeared William R. Walker, Amanda M. Luy, Nancy M. Luy, Donald L. Walker, Janet M. Schauer, Linda L. Walker known to me to be the person s who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

Robert M. Bross  
Notary Public, Washtenaw County, Michigan

My commission expires Nov. 30, 1970

Milford Twp.  
Sec 35  
SW 1/4 - 11  
(Dancer 11)

RECORDED RIGHT OF WAY NO. 26570  
933

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF CHLAWD )

On this 13<sup>th</sup> day of August A.D. 19 69, before the under-  
signed, a Notary Public in and for said County, personally appeared Norme Bowens  
AND Louise S. Bowens, His wife

known to me to be the person S who executed the foregoing instrument and acknowledged the same to be  
free act and deed.

Robert M. Bass  
Notary Public, Wayne County, Michigan

My Commission Expires: Nov. 20, 1970

# 11

ORIGINAL DOCUMENT WAS RECORDED  
DEC. 9, 1969, LIBER 5450, PAGE 441. BUT  
WAS NOT RETURNED TO THIS OFFICE

L  
3/4/70

**Detroit Edison**



**CORPORATE REAL ESTATE SERVICES**

Project No.: NO1588

Date: 8/6/1999  
To: Phillip Martin  
Records Center  
From: John Erb  
Subject: Permit (license) to encroach on an easement

Attached are papers related to a license to encroach on Edison property for the purpose of a Septic field within the easement, requested by Jeff Nachtweih of Kenney Industries, whose address is 4975 Technical Drive, Milford, MI 48381.

The easment is located in the SW 1/4 of Section 35, Milford Township, Oakland County, Michigan.

Please incorporate copies of these papers into Right of Way file No. R26540P33.

Attachments

cc: C. Groncki (410 SB)  
R. Bednarz (422 SB)  
D. Brewer (NewHudSC)  
D. Doubly (662GO)

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**Detroit Edison**



Jeff Nachtweih  
Kennedy Industries  
4975 Technical Drive  
Milford, MI 48381

**RE: License (Permit) to encroach on an easement that has been granted to Edison**

Dear Mr. Nachtweih:

In reply to your request, the Detroit Edison Company, a Michigan corporation, ("Edison") voluntarily grants you this license (permit) to encroach on an easement that has been granted to Edison. The terms of this permit are as follows:

1. **Personal permit:** This permit is personal to you, gives no rights to the public, and gives no rights adverse to Edison.
2. **Description of easements:** Located in the SW  $\frac{1}{4}$  of Section 35, Milford Township, Oakland Co., Michigan.
3. **Portion of the easement you are permitted to encroach upon:** Portion shown on Attachment 'A'.
4. **Purpose of encroachment:** Septic field within the easement.
5. **Edison's Rights:** This permit is subject to Edison's rights to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("Edison's facilities") in the easement. Additionally, this permit is subject to the rights of all other public utilities.
6. **Sole Risk:** You must use the land at your sole risk. If your use of the land is impaired, Edison will not be liable to you for any damage.
7. **Indemnity**
  - a. You will indemnify DTE Energy, Detroit Edison and its affiliated entities (their officers, directors, agents, subsidiaries and employees) for any and all claims for injuries or damages to persons or property or both arising directly or indirectly out of the use of this permit by you (the person, company or organization, its contractors lessees and licensees), this includes, but is not limited to, claims arising out of your negligence, your and Edison's joint negligence, or any other person's negligence.
  - b. If any claims covered by your indemnity is brought against these entities, you will defend the claim at your expense. You will also pay any costs, charges, expenses, attorney fees or judgments that are incurred or are subject to the claims.
  - c. You will also indemnify these entities (their officers, directors, agents, subsidiaries and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by Edison customers, based upon energy supply agreements, where those claims arise directly or indirectly out of the use

of this agreement by you (the company, its contractors, lessees and licensees), This includes, but is not limited to, claims which arise from momentary or sustained electrical interruptions or voltage fluctuations, including sag, arising out of your negligence, your and Edison's joint negligence, or any other person's negligence. This indemnification will not apply to any claims arising out of Edison's sole negligence.

**8. Edison Damages:** You must pay Edison for all damages, losses or injuries to Edison's facilities caused by you, or your agents, employees, servants or independent contractors while completing or maintaining your project.

**9. Clearances:** You and your contractors must maintain a 30 foot clearance from Edison facilities.

**10. Title:** You warrant to Edison that you are the fee owner of the land associated with this permit as of the date of your acceptance of the permit.

**11. Termination:** This permit will terminate if you violate this agreement, or if you violate any applicable laws and regulations, or if you abandon your use for more than 6 months, or if you sell the land associated with this permit. If you sell the land associated with this permit, the new owner must request permission from Edison to continue this permit.

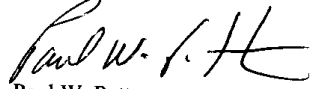
**12. Additional Terms**

- a. All OSHA, MOSHA and National Electric Safety Code (NESC) safety rules must be adhered to.
- b. Edison is not responsible for any damages to the septic field if it must cross the septic field with bucket trucks, or other heavy equipment for maintenance, inspection, or repair of its lines.
- c. Parking should be limited to passenger type vehicles. Trucks, semi trucks and RV's are not to be parked within the easement.
- d. A steel fence cannot be constructed around the septic field unless a gate is installed which is large enough for entrance by full size bucket trucks. Edison must have unrestricted access through the gate and across the septic area. Edison also retains the right to build and maintain distribution over the septic field. No lock shall be installed unless daisy chained with an Edison lock to insure continuous access.
- e. No dumpsters are to be placed within any portion of the easement.
- f. No street lighting shall be allowed in the easement without Detroit Edison approval.
- g. No planting or berms shall be installed in the easement unless approved by Detroit Edison.
- h. Check with Service Planning for any existing URD's, streetlighting and/or commercial feeders within this area.

If you are willing to accept this permit on the above conditions, please sign and date below the word "accepted" and return the original and one copy to Supervisor of Corporate Real Estate Services, Room 2310 WCB, 2000 Second Avenue, Detroit, Michigan 48226, for signature by Edison. We will then return the completely signed original to you.

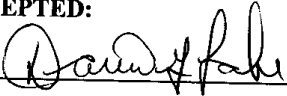
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Sincerely,



Paul W. Potter  
Director, Corporate Real Estate Services

ACCEPTED:

BY: 

DATE: 9/29/98

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# ATTACHMENT A

LOCATION MAP  
SCALE: 1"=200'

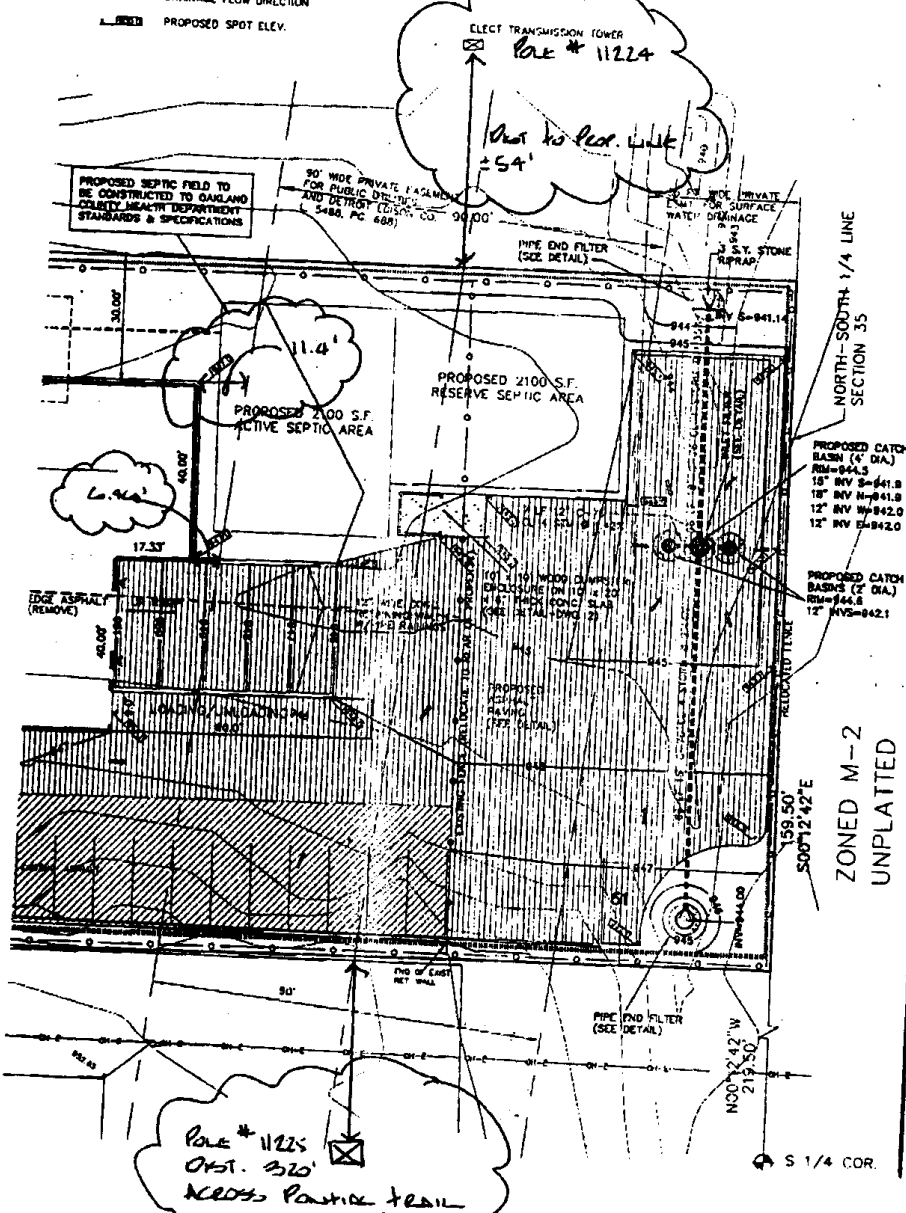
550=51 spaces  
/unloading

## LEGAL DESCRIPTION - SIDWELL # 16-35-351-025

LOT NO. 11 OF "MILFORD INDUSTRIAL PARK" A PART OF THE SW 1/4 OF SECTION 35, T2N-R7E, MILFORD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 189 OF PLATS, PAGES 4-B, OAKLAND COUNTY RECORDS.

### LEGEND

- ▶ EXTERIOR LIGHTING (SEE NOTE 16)
- DRAINAGE FLOW DIRECTION
- ▬ PROPOSED SPOT ELEV.



SHAW Construction Company

## Detroit Edison



Date: August 21, 1998

To: Karyl Shakarjian  
Real Estate Analyst  
Corporate Real Estate Services

From: Cheryl Groncki *CG*  
Administrative Associate  
Project Management

Subject: Permit for Septic Field in Easement  
Milford Twp., Oakland County

A request that was submitted by Stan Brish of Brivar Construction has been **approved with stipulations and conditions**. The property is located in the SW ¼ of Section 35, Milford Township, Oakland County, Michigan.

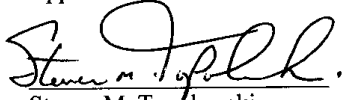
1. The proposed septic area lies across the full width of the right-of-way. A steel fence **cannot** be constructed around the septic field unless a gate is installed which is large enough for entrance by full size bucket trucks. Edison must have unrestricted access through the gate and across the septic area. Edison also retains the right to build and maintain distribution over the septic field. **No lock shall be installed unless daisy chained with an Edison lock to insure continuous access.**
  2. The septic field is within the 120kV-tower line easement. **Detroit Edison shall not** be held responsible for any damages to the septic field if it must cross the septic field with bucket trucks, or other heavy equipment for maintenance, inspection, or repair of its lines.
  3. The wood 10x10 dumpster enclosure is **not allowed** to be placed within any portion of the 90' wide easement area to prevent clearance problems with the dumpster trucks, during loading and unloading of refuse.
  4. Parking should be limited to passenger type vehicles. Trucks, semi trucks and RV's are **not** to be parked within the easement area to eliminate possible shock hazards from the overhead 120,000-volt line.
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5. No planting of trees shall take place within the easement area without the permission from Detroit Edison. If plantings are desired, Edison can supply a list of recommended trees and shrubbery that can be planted within the easement area.
6. Check with Service Planning for any existing URD's, streetlighting and/or commercial feeders within this area.

/cag

Approved:



Steven M. Topolewski  
Principal Engineer  
Project Management

File: NO1588

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Detroit  
Edison

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DATE: August 17, 1998

TO: Karyle Shakarjian  
Corporate Real Estate Services  
2310 W.C.B.

FROM: Dennis L. Brewer-Area Leader *D. Brewer*  
New Hudson S.C.

SUBJECT: Permit for Septic Field in Eastment – No 1588

New Hudson Service Center has no objection to a request submitted by Stan Brivar Construction to obtain a permit to place a septic field in an Edison easement. The Grade in the easement would only change by  $\pm$  a foot from the original grade.

The property is located in the South West  $\frac{1}{4}$  of Section 35, Milford Township, Oakland County, Michigan and as shown on the attached drawings.

If you have any further questions, you may contact me at (248) 386-6329.

Cc: Benedictt

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