

Nov 28 95 2 34 143

LIBER 15842 PG 260

OVERHEAD EASEMENT (RIGHT OF WAY) NO. R-9501512-1

On OCTOBER 5, 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".

"Grantor" is the Walled Lake Consolidated School District, Oakland County, Michigan, a school district of the third class, whose address is 850 Ladd Road, Building D, Walled Lake, Michigan 48390.

"Grantee" is the Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226; Ameritech, 54 North Mill Street, Pontiac, Michigan 48342 and T.C.I. Cablevision, 3166 Martin Road, Walled Lake, Michigan 48390.

"Grantor's Land" is located in the Township of Commerce, Oakland County, Michigan, described in the attached Appendix "A". Sidwell No. 17-22-126-031.

The "Right of Way Area" is part of Grantor's Land and is described as: As shown on attached Detroit Edison Company drawing No. R-9501512-1, dated August 28, 1995. The width of the Right of Way is ten (10) feet.

#

1. Purpose. The purpose of this Right of Way is to construct, re-construct, modify, add to, operate and maintain only overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories. The sole and exclusive purpose of this Right of Way Agreement is for ~~OVERHEAD UTILITY LINES~~ OVERHEAD UTILITY LINES easement only.

\$ 2.00 RENOVATION
28 NOV 95 3:28 P.M. RECEIPT# 216B
PAID RECORDED OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

2. Access. Grantee has the right of access to and from the Right of Way area.

3. Building or Other Permanent Structures. No buildings or other permanent structures shall be placed in the Right of Way area without Grantor's prior written consent.

4. 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 in the Right of Way area) that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.

5. 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 at no cost or expense whatsoever to Grantor, promptly

RECORDED RIGHT OF WAY NO. 47893

MW
ZLW

O.K. -S.H.

restore Grantor's Land as nearly as can be to its original condition.

6. Indemnification and Waiver. Except for claims arising out of Grantor's sole negligence, Grantee agrees to indemnify the Grantor from all claims, judgments, costs, expenses (including attorney fees), actions, damages, liens and liability in connection with the exercise of the rights of use granted in this instrument, including, but not limited to, any claims based on personal injury or property damages. Grantee also waives any right of recovery it has or now or later may have, against the Grantor for any loss or damage arising out of or in any way relating to, this instrument.

7. Assignment. Grantee shall not assign its rights under this Right of Way Agreement without the prior written consent of the Grantor.

8. Amendment. This instrument may only be amended by written agreement of all of the parties.

9. Governing Law. This instrument shall be governed by Michigan law. Venue for any action brought under this instrument shall lie only in Oakland County, Michigan.

10. Effective Date. This Right of Way Agreement shall become effective when all the parties listed below have signed this Agreement.

WITNESSES:

GRANTOR:

L. Irene Rundell
L. IRENE RUNDALL

WALLED LAKE CONSOLIDATED
SCHOOL DISTRICT,
Oakland County, Michigan

Carole A. Krutzw
CAROLE A. KRUTZER

By James R. Geisler
James R. Geisler, PhD.
Its Superintendent

GRANTEE:

Charles E. Carlsen
CHARLES E. CARSEN

THE DETROIT EDISON COMPANY,
a Michigan corporation

John V. Slomezenski
John V. Slomezenski

By Terry L. Benedict
Terry L. Benedict
Its Authorized Agent

RECORDED RIGHT OF WAY NO. 47893

GRANTEE:

AMERITECH

Terry L. Benedict
TERRY L. BENEDICT

By A. Watkins
A. Watkins
Its Authorized Agent

Jane Acord
JANE ACORD

GRANTEE:

T.C.I. CABLEVISION

Terry L. Benedict
TERRY L. BENEDICT

By A. Houghton
A. Houghton
Its Authorized Agent

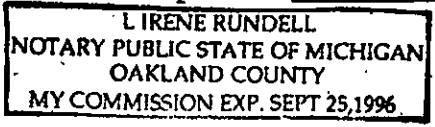
Joseph E. Martin
JOSEPH E. MARTIN

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On the 6th day of October, 1995, before me personally appeared James R. Geisler, Superintendent of the Walled Lake Consolidated School District, and acknowledged the foregoing instrument on behalf of the School District.

L Irene Rundell

Notary Public
Oakland County, MI
My Commission Expires: 9-25-96



STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me on this 3 day of NOVEMBER, 1995, by TERRY L. BENEDICT authorized agent of The Detroit Edison Company, a Michigan corporation on behalf of the corporation.

Edward Frank Camps

Notary Public
LIVINGSTON County, MI
My Commission Expires: 7-24-99

EDWARD FRANK CAMPS
Notary Public, Livingston County, MI
My Commission Expires July 24, 1999

RECORDED RIGHT OF WAY NO. 47893

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this 25 day of OCTOBER, 1995, by A. WATKINS authorized agent of Ameritech, a corporation on behalf of the corporation.

Terry L. Benedict

Notary Public
OAKLAND County, MI
My Commission Expires: 6-17-96

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

TERRY L. BENEDICT
Notary Public, Oakland County, MI.
My Commission Expires June 17, 1996

The foregoing instrument was acknowledged before me on this 2 day of NOVEMBER, 1995, by A. HOUGHTON authorized agent of T.C.I. Cablevision, a corporation on behalf of the corporation.

Terry L. Benedict

Notary Public
OAKLAND County, MI
My Commission Expires: 6-17-96

Drafted by and when recorded return to:

Terry Benedict
The Detroit Edison Company
56500 Grand River
New Hudson, MI 48165
(313) 213-3926

TERRY L. BENEDICT
Notary Public, Oakland County, MI
My Commission Expires June 17, 1996

RECORDED RIGHT OF WAY NO. 47899

LISER 15842 PG 264

APPENDIX "A"

Commerce

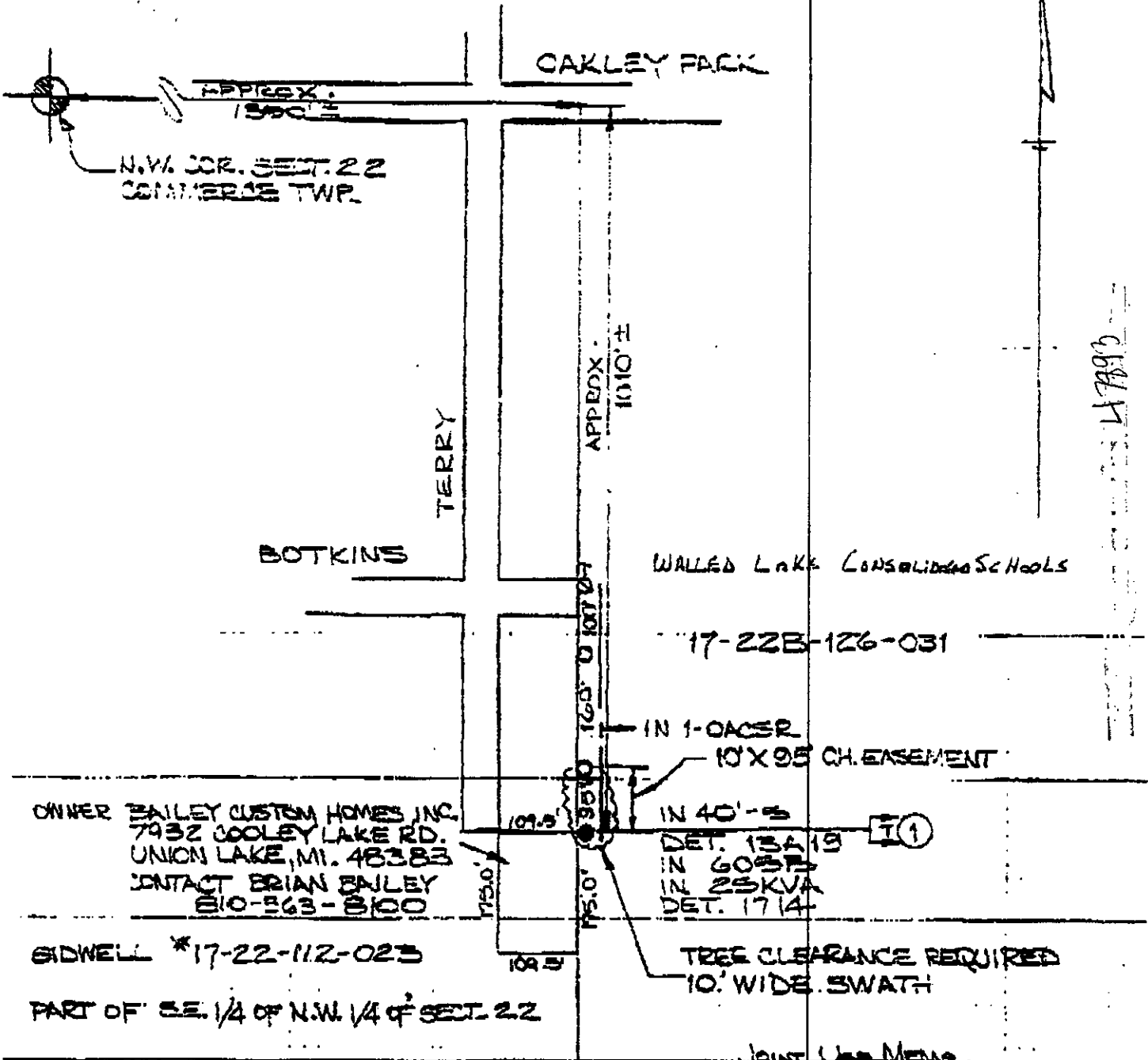
PROPERTY DESCRIPTION:

- 01 T2N, R8E, SEC 22
- 02 PART OF NW 1/4
- 03 BEG AT PT DIST
- 04 N 89-48-00 W 91.80 FT
- 05 FROM CEN OF SEC,
- 06 TH N 657.24 FT,
- 07 TH S 89-41-00 E 91.80 FT,
- 08 TH N 908.10 FT,
- 09 TH N 89-48-00 W 440.90 FT,
- 10 TH N 40-20-00 W 542 FT,
- 11 TH N 89-29-00 W 321.96 FT,
- 12 TH S 00-24-00 W 50 FT,
- 13 TH N 89-29-00 W 222.50 FT,
- 14 TH S 00-14-00 W 1270.20 FT,
- 15 TH S 89-41-00 E 1118.50 FT,
- 16 TH S 657.53 FT,
- 17 TH S 89-48-00 E 132 FT
- 18 TO BEG 36.49 A

SIDWELL NO. 17-22-126-031

47893

LIBER 15842 PG 265



6847 14799

OWNER BAILEY CUSTOM HOMES INC.
 7932 COOLEY LAKE RD.
 UNION LAKE, MI. 48383
 CONTACT BRIAN BAILEY
 810-263-8100

GIDWELL *17-22-112-023

PART OF SE. 1/4 OF N.W. 1/4 OF SECT. 22

TREE CLEARANCE REQUIRED
 10' WIDE SWATH

JOINT USE MEAS

MBT 0-9501512-1
 CATV 0-9501512-2

100	LEGEND
●	POISON POLE
○	EXIST. D.E. CO. POLE
—	PROPOSED POLE
—	EXIST. ANCHOR
—	PROPOSED ANCHOR
—	TREE
—	120/96 VOLT LINE
—	4800 VOLT LINE
—	14400 VOLT LINE
—	48000 VOLT LINE

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
PROJECT NO.	CITY	CITY & TWP. SECT. NO.	DEPT. ORDER NO.
1-226-353	COMMERCE OAKLAND	2N 3E	2-ED1512
MAP SECT.	TOWNSHIP	RANGE	SECTION
1-226-353	2N	3E	106 NO
PROJECT NAME	THE BUSH & CO.		PROJ. OR PART NO.
	MBT & CATV		
CONDUIT			DATE REC'D OR FILE NO.
DESIGNER	SECURE R/W AND TREE CLEARANCE		SUBMIT ITEM NO.
DATE	SCALE	DATE	
JOB. MARTIN	1" = 200'	2-28-95	