

RETURN: DETROIT EDISON
688 WCB
2000 SECOND AVE.
DETROIT, MI. 48226

11469PC307

112376

EASEMENT FOR ELECTRIC POLE LINE

THIS INDENTURE, made this 24th day of April, 1990, between CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan (successor by merger to Consumers Power Company, a Maine corporation), as first party, and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226, as second party;

WITNESSETH:

0001 JUL 17 90 01:59PM
8005 MISC 9.00

That first party, for and in consideration of the sum of \$1.00 to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents, subject to the terms and conditions hereinafter set forth, release and quitclaim to second party the easement and right to construct, repair, remove, and replace an electric pole line consisting of one line of poles, together with wires, guys, anchors, cables, and other fixtures and appurtenances, on, over, and across land in the City of Auburn Hills, County of Oakland and State of Michigan, described as follows:

A parcel of land 132 feet wide off the East side of the West 1/2 of the Southeast 1/4 of Section 5, T3N, R10E.

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The center line of said electric pole line shall run in an Easterly and Westerly and Northerly and Southerly direction as follows:

To find the place of beginning of the center line of said electric pole line, commence at the East 1/4 corner of Section 5, T3N, R10E; run thence S 89° 49' 23" W along the East and West 1/4 line 1,460.30 feet; thence S 00° 04' 35" E along the West line of said 132-foot strip 308.68 feet to the place of beginning of the center line of said electric pole line; thence S 89° 56' 48" E 107.10 feet; thence S 00° 44' 56" W to the South line of said section and the place of ending of this description. (Bearings are based on the East and West 1/4 line of Section 5, T3N, R10E, between the Center and the East 1/4 corner of said section assumed as N 89° 49' 23" E.)

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14-05-401-009 } Part
14-05-451-002 } Parcel

The easement and right herein granted is made on the following terms and conditions:

1. Second party shall do all work and take all actions herein contemplated in connection with said electric pole line at its sole cost and expense.
2. The grant of this easement is expressly made subject to the right of Consumers Power Company to operate and maintain any gas line facilities now located on said premises and any electric or gas line facilities hereafter constructed on said premises, so long as such future electric or gas lines do not materially interfere with the operation and maintenance of second party's pole line as herein provided for.
3. Second party shall give first party at least 5 days notice in advance of entry on said land for any construction, maintenance, replacement, or removal to be performed hereunder, which notice shall be directed to first party's Engineering Director, Metro Region, at Royal Oak, Michigan. However, Grantor waives the requirement for 5-day notice in the case of an emergency, and Grantee shall have the right to enter immediately upon the land to make such repairs to such electric pole lines as are necessary, on the condition that Grantee notify Grantor's said Engineering Director of such entry on the next business day following such entry.
4. Second party shall have the right to trim or remove all trees or brush now or hereafter standing or growing on the land herein described, subject to the condition, however, that no trees or brush so cut, trimmed, or removed shall be burned on the lands of first party and that all such cuttings shall be removed from said premises.
5. Second party shall, in the exercises of the easement and rights hereby granted, comply with all rules, regulations, and ordinances of all governmental authorities having jurisdiction in the premises.

RECORDED RIGHT OF WAY NO. 46744

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