

12086 PA 608

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET

EASEMENT TO CONSTRUCT AND MAINTAIN  
ELECTRIC OVERHEAD LINE

AGREEMENT, made this 19th day of July, 1991, by  
and between the STATE OF MICHIGAN, hereinafter referred to as  
"State", by its DEPARTMENT OF MANAGEMENT AND BUDGET, whose  
address is Mason Building, Lansing, Michigan 48909, hereinafter  
referred to as "Department", and Detroit Edison Company, a  
Michigan corporation, whose address is 2000 Second Avenue,  
Detroit, Michigan 48226, hereinafter referred to as "Grantee";

3#92 REG/DEEDS PAID  
0001 SEP.24:91 03:10PM  
2084 MISC 17.00

WITNESSETH:

3#92 REG/DEEDS PAID  
0001 SEP.24:91 03:10PM  
2084 PNT FEE 2.00

FOR AND IN CONSIDERATION of one dollar (\$1.00) receipt  
whereof is hereby acknowledged, the mutual covenants contained  
herein, and other good and valuable consideration, the STATE OF  
MICHIGAN, DEPARTMENT OF MANAGEMENT AND BUDGET, acting by  
authority of 1984 PA 431, and resolution of the STATE  
ADMINISTRATIVE BOARD dated March 5, 1991 does hereby Convey to  
Grantee a 10-foot wide easement for the following purpose: to  
erect, operate and maintain an electric overhead transmission  
line consisting of wires, cables and conduits, together with  
other appurtenances and fixtures necessary for the purpose of  
transmitting and distributing electricity, together with the  
right to go upon the land herein described and maintain same on,

RECORDED RICKET OF MAX NO. 43020

17.00  
2.00

O.K. — LM



over and across the following State-owned land which is within the jurisdiction and control of the Michigan Department of Mental Health:

Land in the City of Pontiac, County of Oakland, State of Michigan, as follows, to wit:

Commencing at the ~~Southwest corner of Section 30, T3N, R10E, City of Pontiac, Oakland County, Michigan;~~ thence North 00 degrees 00'00" East 2481.96 feet; thence North 90 degrees 00'00" East 1401.89 feet, to a point on the northerly right-of-way of Elizabeth Lake Road and the point of beginning and centerline of a 10.00 foot wide strip of land; thence North 00 degrees 13'24" West 1581.50 feet; thence North 18 degrees 50'25" East 166.18 feet; thence North 01 degrees 31'29" West 609.62 feet, to a point of ending. The side lines of this easement shall be shortened or lengthened to meet and close on the southerly property line. 14-19-351-009 p x 3.

This easement is granted subject to the following terms and conditions which Grantee hereby agrees to accept and comply with:

(1) Grantee agrees to notify the Building Division, the authorized representative of the Department of Management and Budget, and the Fairlawn Center, Department of Mental Health, prior to commencing operations, alterations, modifications, maintenance, or entry upon the described property, and to provide copies of engineering or architectural drawings prior to, and after completion of, such operations, alterations or modifications to or upon the said easement.

(2) Grantee, its successors or assigns, by the acceptance of this instrument, agrees that any relocation of the line con-

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structed under this easement will be made only upon approval of the Department before such relocation takes place. Grantee further agrees that any relocation shall be completed at its expense.

(3) Grantee, its successors or assigns, accepts this easement subject to all prior and valid easements, permits, licenses, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted on said land.

(4) In the event that State necessity requires the placement of building or other structures upon said easement, or in such proximity to such easement as to interfere with such easement, Grantee agrees that the State shall, in its sole discretion, have the right to relocate the line of easement at State's sole expense. Subject to the terms and conditions of this agreement, Grantee shall have the right and authority to enter upon said easement at all reasonable times for the purpose of constructing, repairing, removing, replacing, or maintaining said easement, as is reasonably necessary for the purposes set forth herein, and to trim, remove or control any trees or foliage when necessary to the maintenance of said easement.

(5) Grantee shall maintain said easement and its appurtenances in good repair, take reasonable precautions to prevent any damage to State property arising from Grantee's use of access

RECORDED RIGHT OF WAY NO. 43000



to said easement, and to repair, replace, or pay the State for any damages to State property, wherever situated, arising from the acts or omissions of Grantee in such use or access.

(6) Modifications or alterations to the appurtenances in or upon said easement, required by any existing or future laws, ordinances, or regulations of local, State or Federal Government, are to be made by Grantee at its expense and at no expense to the State.

(7) In the event that the easement herein conveyed is abandoned or discontinued from use or service for a continuous period of two (2) years by Grantee, then and in that event this easement shall terminate; and Grantee agrees upon such abandonment, and upon request of the State, its successors or assigns, to release and quit-claim all rights secured hereby to the State, its successors or assigns. In the event of such abandonment of the rights herein conveyed Grantee agrees, except as herein otherwise provided, to remove its property, appurtenances, etc., from the easement at its expense in a good and workmanlike manner satisfactory to the State's authorized representative.

(8) It is expressly understood and agreed that Grantee shall not assign this easement or any portion thereof without the prior written consent of the State, its successors or assigns. The terms and conditions of this agreement shall be binding upon the successors and authorized assigns of the respective parties.

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STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

On this 10th day of JUNE A.D. 19 91, before me, a Notary Public in and for said county, ROBERT E. KNAPP personally appeared of Detroit Edison Company, to me known to be the same person who executed the within instrument, and who acknowledged the same to be his free act and deed and the free act and deed of the Detroit Edison Company, in whose behalf he acts.

9-28-91  
My commission expires:

Annie P. Grimmett  
ANNIE P. GRIMMETT  
Notary Public, WAYNE County  
Acting in Oakland County

Drafted by:

Roland Hwang (P32697)  
Assistant Attorney General  
Department of Attorney General  
Natural Resources Division  
P.O. Box 30028  
Lansing, Michigan 48909

When recorded please mail copy  
to Drafter

#14/edison2-3

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EDISON CO. 10/1/91

STATE OF MICHIGAN



A. MAY  
MAR 6 1992

JOHN ENGLER, Governor

DEPARTMENT OF MANAGEMENT & BUDGET

P.O. BOX 30026, LANSING, MICHIGAN 48909

PATRICIA A. WOODWORTH, Director

March 2, 1992

Robert Knapp, Director  
Engineering & Planning - Oakland  
Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Gentlemen:

SUBJECT: Easement - Construction and Maintenance of Electric  
Overhead Line, Pontiac, Oakland County for Department  
of Mental Health

Enclosed you will find a fully executed easement to erect, operate and  
maintain an electric overhead transmission line in the City of Pontiac,  
Oakland County.

This document has been registered with the Oakland County Register of Deeds in  
Liber 12086, pages 608 - 613. We have forwarded a copy of this to the Great  
Seal, Department of State, for final recording.

If you have any questions, please do not hesitate to call me at (517) 373-9559.

Sincerely,

*Mary Uptigrove*  
Mary Uptigrove  
Real Estate Division

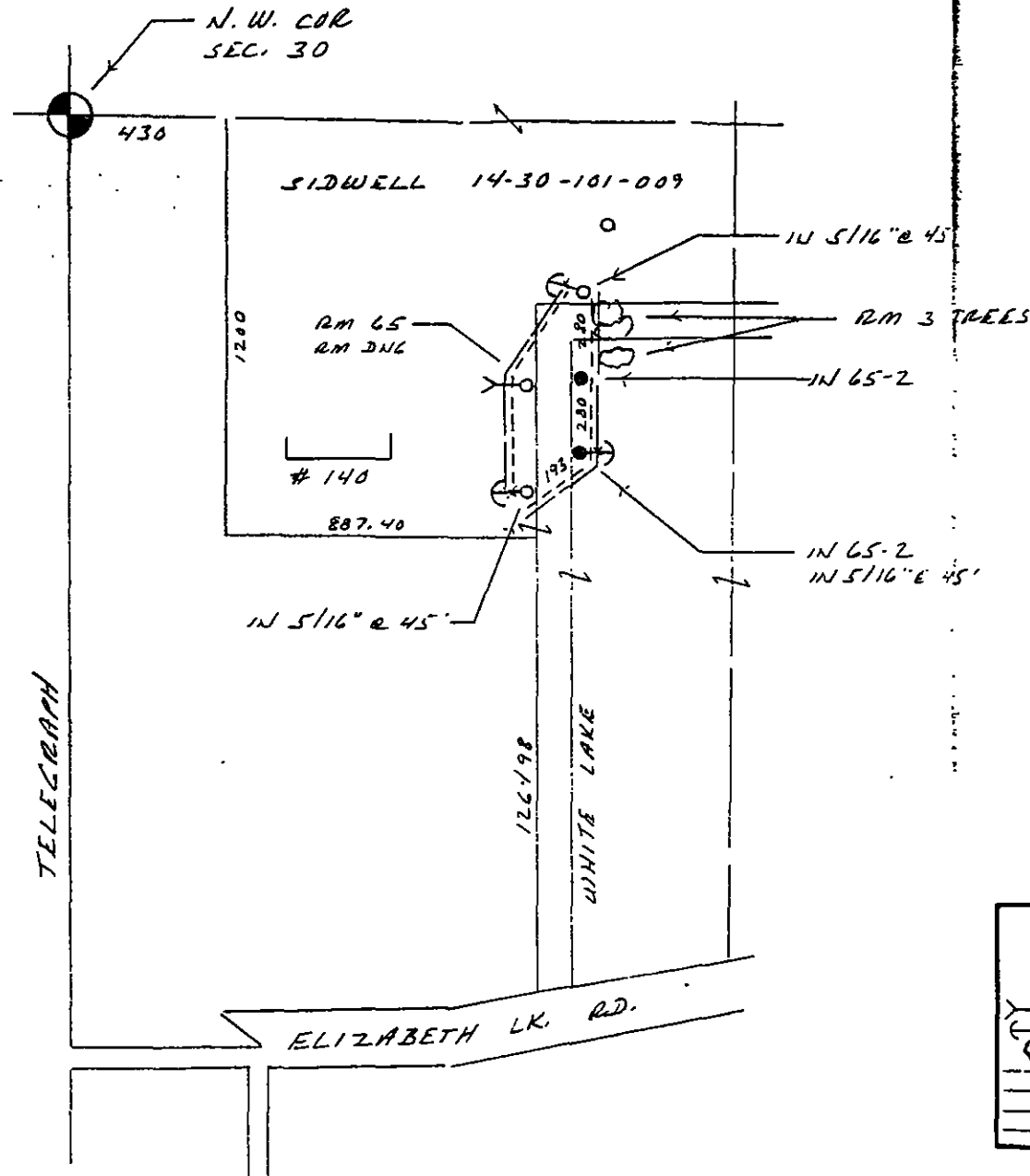
MU:db

RECORDED RIGHT OF WAY NO. 43020



REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH	PERMITS TO:
BY _____	RECORD CENTER _____
DATE _____	R/W FILES _____
DATE WANTED <u>11-30-90</u>	MBT _____
DISTRICT _____	ORIGINATOR _____
FIELDMAN _____	TOTAL _____

B.32  
KV



DESCRIPTION

W 1/2 SEC. 30 T 3N R 10E  
CITY OF PONTIAC OAKLAND CO.

SIDWELL 14-30-101-009

STATE OF MICHIGAN  
DEPT. OF MENTAL HEALTH  
140 ELIZABETH LK. RD.  
PONTIAC MI 48053

DR. ISMAIL B. SENDI - DIRECTOR  
338-0361

MEMO # Q-3872 TO MBT FOR FUTURE  
JOINT-USE R/W

MEMO # Q-3873 TO CATV FOR FUTURE  
JOINT-USE R/W

NEW CONST. TO BE CROSS-ARM

THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT			
CITY OR TWP. <b>PONTIAC</b>	COUNTY <b>OAKLAND</b>	QTR. & TWP. SECT. NO. <b>W 1/2 30</b>	DEPT. ORDER NO.
MAP SECT. <b>271-418</b>	TOWN RANGE <b>3N 10E</b>	JOINT R/W REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R/W NO. <b>Q-1089</b>
PROJECT NAME	TEL. ENGR. & DIST.		PROJ. OR PART NO.
CIRCUIT <b>DC 4011 BARTLETT</b>			G.P.W. S.O. OR P.E. NO.
REASON <b>ICE-ROUTE O.H. FOR BLDG ADDITION</b>			BUDGET ITEM NO.
PLANNER <b>D. DOHERTY</b>	SCALE <b>1" = 400'</b>		DATE <b>11-2-90</b>

RECORDING RIGHT OF WAY NO. 11-2000