

DTE Electric Company Overhead Easement (Right of Way) No. 45023495-45023505

On _____, 2017, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive overhead easement ("Right of Way") in, on, and across that part of Grantor's Land to be referred to herein as the "Right of Way Area".

"Grantor" is: CITY OF ROCHESTER HILLS, A MICHIGAN MUNICIPAL CORPORATION, WHOSE ADDRESS IS 1000 ROCHESTER HILLS, MI 48309

AT&T Michigan, a Michigan Corporation, formerly SBC Ameritech Michigan, formerly SBC Communications, Inc., formerly Ameritech, formerly Michigan Bell Telephone Company, a Delaware Corporation, 444 Michigan Avenue, Detroit, Michigan 48226

Comcast Cable of Indiana/Michigan/Texas, Inc., 30600 Telegraph Rd., Bingham Farms, Michigan 48025

Wide Open West, Inc., 950 E. Whitcomb, Madison Heights, MI 48071

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza Drive, Detroit, Michigan 48226

"Grantor's Land" is in SW 1/4, SEC 13, T3N, R11E, CITY OF ROCHESTER HILLS, County of OAKLAND, and State of Michigan, and is described as follows:

T3N, R11E, SEC 13 PART OF SW 1/4 BEG AT PT DIST N 1273.14 FT FROM SW SEC COR, TH N 300.02 FT, TH N 89-57-06 E 662.02 FT, TH S 00-01-17 E 300 FT, TH S 89-57-06 W 662.13 FT TO BEG 4.56 A 11-4-14 FR 050

Tax Identification Number(s): 15-13-301-057

The "Right of Way Area" is a ten foot (10') wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described as follows:

THE LEGAL DESCRIPTION OR EASEMENT DRAWING IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Tax Identification Number(s): 15-13-301-057

- 1. Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain overhead utility facilities which may consist of poles, guys, anchors, wires, transformers and accessories.
- 2. Access:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area over and across Grantor's Land.
- 3. Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.

4. **Excavation:** Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.

5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in the Right of Way Area.

6. **Restoration:** If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements located within the Right of Way Area, including, but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

7. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

8. **Exemptions:** This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

9. **Governing Law:** This Right of Way shall be governed by the laws of the State of Michigan.

Grantor(s): City of Rochester Hills

By: _____
Name: Bryan K. Barnett
Title: Mayor

Acknowledged before me in Oakland County, Michigan, on _____, 2017,
by Bryan K. Barnett, Its: Mayor, for the City of Rochester Hills, a Michigan municipal corporation, on behalf of the corporation.

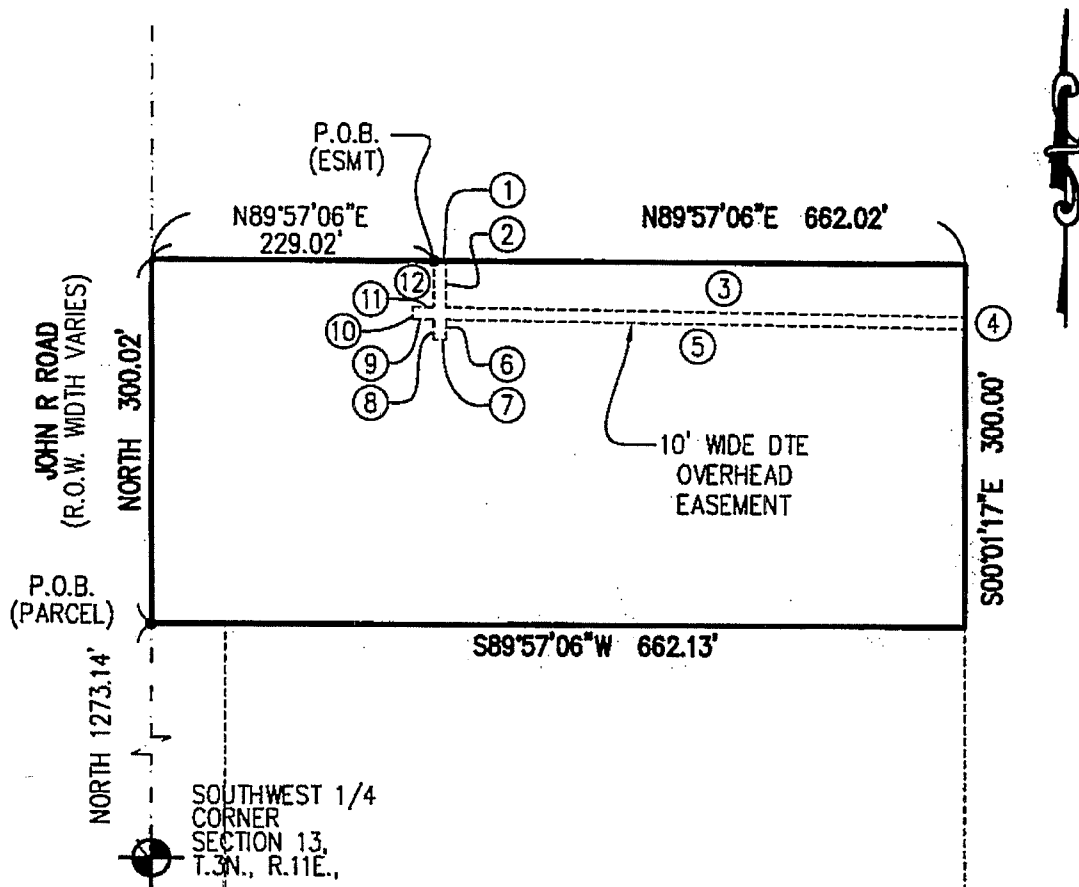
Notary's Stamp _____ Notary's Signature _____
Acting in _____ County, Michigan

Drafted by and when recorded, return to: Cassandra Dansby, DTE Electric Company, NW Planning & Design, 37849 Interchange Dr., Farmington Hills, MI 48335

*John Staran
Approved 6/20/17*

EXHIBIT A

DTE OVERHEAD EASEMENT



LEGAL DESCRIPTION:

PART OF THE SOUTHWEST 1/4 OF SECTION 13, T.3N., R.11E., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 1273.14' ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF JOHN R ROAD FROM THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 300.02'; THENCE N89°57'06"E 662.02'; THENCE S00°01'17"E 300.00'; THENCE WEST 662.13' TO THE POINT OF BEGINNING.

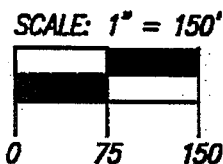
CONTAINING 4.56 ACRES
PARCEL NUMBER 70-15-13-301-057

NO.	BEARING	DISTANCE
1	N89°57'06"E	10.00'
2	S00°00'00"W	38.33'
3	S89°20'53"E	423.04'
4	S00°01'17"E	10.00'
5	N89°20'53"W	423.05'
6	S00°00'00"W	16.67'
7	N90°00'00"W	10.00'
8	N00°00'00"E	16.79'
9	N89°20'53"W	17.01'
10	N00°39'07"E	10.00'
11	S89°20'53"E	16.90'
12	N00°00'00"E	38.21'

LEGAL DESCRIPTION: DTE OVERHEAD EASEMENT

PART OF THE SOUTHWEST 1/4 OF SECTION 13, T.3N., R.11E., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 1273.14' ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF JOHN R ROAD AND CONTINUING NORTH 300.02' AND N89°57'06"E 229.02' TO THE POINT OF BEGINNING; THENCE N89°57'06"E 10.00'; THENCE S00°00'00"W 38.33'; THENCE S89°20'53"E 423.04'; THENCE S00°01'17"E 10.00'; THENCE N89°20'53"W 423.05'; THENCE S00°00'00"W 16.67'; THENCE N90°00'00"W 10.00'; THENCE N00°00'00"E 16.79'; THENCE N89°20'53"W 17.01'; THENCE N00°39'07"E 10.00'; THENCE S89°20'53"E 16.90'; THENCE N00°00'00"E 38.21' TO THE POINT OF BEGINNING.

CONTAINING 5,050 SQUARE FEET --- 0.116 ACRES



M-17-0502
SHEET 1 OF 1

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CLIENT: LOMBARDO HOMES
PROJECT: BLOOMER WOODS, S.W. 1/4 SEC. 13
DATE: 05/22/17



6303 26 MILE RD. SUITE 110
WASHINGTON TWP, MI 48094
T: (586) 677 - 4081
F: (586) 677 - 4084