

DTE Electric Company Underground Easement (Right of Way) No. 64203824-64203826

On _____, 2022, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive underground easement ("Right of Way") in, on, and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: LIVINGSTON COUNTY, A MICHIGAN MUNICIPAL CORPORATION
304 EAST GRAND RIVER, HOWELL, MI 48843

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

"Grantor's Land" is in part of sections 20, 21, 27 & 28, T3N, R4E, HOWELL TOWNSHIP, County of LIVINGSTON, and State of Michigan, and is described as follows:

AS SHOWN ON ATTACHED LEGAL DESCRIPTION, EXHIBIT 'A',
WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

Tax Identification Number(s): 4706-21-300-026
More commonly known as: 1920 TOOLEY RD.

The "Right of Way Area" is a ten (10') ft 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:

AS SHOWN ON ATTACHED DTE ELECTRIC COMPANY DRAWING, EXHIBIT 'B',
WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain the underground utility line facilities, which may consist of poles, guys, anchors, wires, manholes, conduits, pipes, cables, 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. No landscaping, trees, plant life, structures, improvements or fences may be

planted, grown or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet enclosures, and Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas.

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.

FAA/MDOT AERO CLAUSES FOR UTILITY EASEMENTS

1. The GRANTEE, its lessees or assigns, prior to entering upon lands of the GRANTOR for the purpose of maintaining, repairing, cleaning out, widening, deepening or extending the sanitary sewers, drains, water lines, electric lines or appurtenances owned by the GRANTEE, shall obtain the prior approval of the office of the Manager of the airport, which approval shall not be unreasonably withheld. The GRANTEE shall have the right from time to time to clear the easement of all trees, undergrowth and other obstructions that, in its judgement, may injure, endanger or interfere with the exercise by the GRANTEE of the rights, privileges and easement herein granted.

2. The Grantee shall not permit any maintenance or construction equipment which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of the GRANTOR without such prior approval of without such prior approval; provided, however, that such prior approval shall not be necessary when an emergency situation exists, the ingress and egress of the GRANTEE is necessary to protect the public health. When an emergency situation exists, the ingress and egress of the GRANTEE, lessees or assigns, will be coordinated with the airport management.

3. The GRANTEE shall not construct nor permit to stand above ground level on said easement any building, structure, poles, or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces, based on current runways or future runways which may be constructed.

4. The GRANTEE shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within said easement.

5. At such time in the future as deemed necessary by the GRANTOR, the GRANTOR may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon said easement provided notice is given to the GRANTEE at least 30 days prior to the start of construction. Should such development become necessary, the GRANTEE agrees to pay all costs associated with the protection or relocation of its facilities to accommodate said airport improvements.

Grantor:

LIVINGSTON COUNTY,
A MICHIGAN MUNICIPAL CORPORATION

By: _____

Print: _____

Title: _____

Acknowledged before me in _____ County, Michigan, on _____, 2022,

By: _____ THE _____ OF
LIVINGSTON COUNTY, A MICHIGAN MUNICIPAL CORPORATION

Notary's
Stamp _____

Notary's
Signature _____

Drafted by and when recorded, return to: DTE Electric Company, Karen Green, 1095 Lawson Dr., Howell, MI 48843

EXHIBIT "A"

LIVINGSTON COUNTY AIRPORT PART OF SECTIONS 20, 21, 27, AND 28 T3N R4E DESC. AS, COM AT THE W1/4 COR OF SEC 21 TH N 842.5 FT TO P.O.B, TH S 89°37'40" E 517.7 FT, TH S 00°04'17" E 842.51 FT, TH E ALG THE C/L OF BOWEN RD 2118.09 FT, TH S 00°10'30" E 658.89 FT, TH S 89°48'30" E 1315.67 FT, TH N 229.99 FT, TH E 150 FT, TH N 435.6 FT, TH E 1164.7 FT ALG THE C/L OF BOWEN RD TO THE E1/4 COR OF SEC 21, TH S ALG THE C/L OF TOOLEY RD 1995.18 FT, TH N 89° W 657.92 FT, TH S 665.3 FT, TH S 89° E 658.21 FT TO THE SE COR OF SEC 21, TH S 01°34'11" E 654.21 FT, TH N 88°47'20" E 33 FT, TH S 01°34'11" E 24.95 FT, TH S 236.93 FT ALG AN ARC LEFT HAVING A RADIUS OF 567 FT WITH A DELTA 23°56'30" CHORD BEARING S 13°32'26" E 235.21 FT, TH S ELY 251.3 FT ON AN ARC LEFT HAVING A RADIUS OF 567 FT DELTA 25°36'25" CHORD BEARING S 38°18'54" E, TH N 8857'14" E 38.87 FT, TH S 01°30'21" E 29.94 FT, TH S WLY 62.65 FT ON AN ARC LEFT RADIUS 567 FT DELTA 06°19'52" CHORD BEARING S 59°15'44" E 62.62 FT, TH S 62°25'40" E 286.17 FT, TH N 88°57'14" E 749.06 FT, TH S 1081.94 FT, TH N 80°10' W 1350 FT, TH S 150 FT, TH N 78°22' W 39.5 FT, TH N 49°43'30" W 1416.70 FT, TH S 40°16'48" W 326.37 FT, TH S 88°16'59" W 298.89 FT, TH N 49°43'15" W 1250 FT, TH N 00°21'00" W 568 FT, TH N 52°59'27" W 638.63 FT, TH 89°44'22" W 272.99 FT, TH N 52°05'00" W 335.14 FT, TH S 37°50' W 275.84 FT TO THE C/L OF GRAND RIVER, TH N 52°10' W 1880 FT TO A POINT IN THE INTERSECTION OF GRAND RIVER AND BURKHART RD, THE N 308.3 FT ALG C/L OF BURKHART RD, TH N 89°16'30" W 33 FT TO THE SE COR OF LOT 26 OF NEWMAN'S GRANDVIEW ESTATES, TH N 567.55 FT, TH N 89°16'30" W 364.26 FT, TH N 51°30' W 310.17 FT, TH S 89°16'30" E 607.13 FT, TH N 200 FT, TH N 89°16'30" W 862.8 FT, TH N 51°30' W 323.33 FT, TH N 201.3 FT, TH N 89°16'30" W 110.25 FT, TH N 1000 FT, TH S 89°16'30" E 1259.63 FT TO THE C/L OF BURKHART RD, TH S TO P.O.B. EXC SEC 28 T3N R4E BEG NE COR OF SEC 28 TH S01°E 936.16 FT ALG C/L OF TOOLEY RD TH N52°W 1512.51 FT TH N88°E 1180.11 FT TO POB COMBINED AIRPORT PROPERTIES 2.26.14 CONT. 437.88 AC M/L.

DTE

EXHIBIT "B"

