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For good and valuable considerations, the right is hereby granted to The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226, its successors and assigns, to construct, reconstruct, operate and maintain its underground lines for the transmission and distribution of electricity and Company communication facilities including the necessary conduits, fixtures, cables and cable poles, manholes and equipment under and across the property described hereinafter. The rights hereby granted include the right of access to and from the said premises, the right to construct, reconstruct, modify, operate and maintain said line facilities, and to trim or cut down any trees belonging to the grantor, either within said right of way or upon the lands of the grantor adjoining said right of way which, in the opinion of the grantee, at any time interfere with the construction and operation of said line facilities. It is expressly understood and agreed that the grantee shall, at no time, trim or cut down any trees unless, in the grantee's opinion, it is absolutely necessary to do so. Upon the written consent of the grantee, buildings or structures may be placed within said right of way. This grant shall be binding upon the successors and assigns of the grantors. The Company shall reimburse the grantors and assigns for all damage caused by its men, vehicles and equipment in entering said property for the purposes set forth herein.

The property over which this grant is conveyed is situated in the City of Southfield, County of Oakland, State of Michigan and further described as follows:

The North 27 feet of South 60 feet of Part of S. W. 1/4 of S. W. 1/4, Section 25, T-1-N, R-10-E, beginning at a point on the South line of Section 25, Distant South 89° 58' 40" E. 776.48 feet from the Southwest corner of said Section 25; thence North 0° 27' 20" W. 608.05 feet; thence North 89° 58' 40" W. 540.31 feet to a point on the right-of-way line of the Southfield Road - Northwestern Highway Interchange; thence along said line North 27° 25' 02" W. 43.06 feet and North 15° 08' 11" W. 419.22 feet and due North 133.70 feet to a point on the South line of Bruton's Leemark Subdivision No. 1 Liber 70, Page 12; thence along said line South 89° 46' 00" E. 1,193.66 feet; thence South 0° 27' 20" E. 1,180.24 feet to a point on the South line of said Section 25; thence along said line North 89° 58' 40" W. 528.62 feet to the point of beginning.

Rider A attached hereto is hereby incorporated herein.

Witness: _____

Elsa L. Horne
Elsa L. Horne
C. A. O'Connell
C. A. O'Connell

INTERNATIONAL BUSINESS MACHINES, CORP.
a New York Corporation
Old Orchard Road, Armonk, New York.

By: R. R. Stone
R. R. STONE, CONTROLLER
By: REAL ESTATE AND CONSTRUCTION DIVISION

Prepared By:
Robert H. Rehe
1970 Orchard Lake Road
Pontiac, Michigan 48053
New York
STATE OF ~~MICHIGAN~~)
) SS.
COUNTY OF WESTCHESTER

1969 MAR 29 AM 10 47
RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
Linda Allen, Clerk
CLERK, REGISTER OF DEEDS

RETURN TO
R. Q. DUKE
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226
Southfield Twp.
1200 25
SW 1/4, SW 1/4, SW 1/4, NW 1/4

On this 18th day of March A.D. 1969, before me the sub-

scriber, a Notary Public in and for said county, appeared Robert R. Stone ~~xxx~~
he is
to me personally known, who being by me duly sworn did say that ~~they are~~ the Controller,
Real Estate and Construction Division

of INTERNATIONAL BUSINESS MACHINES CORPORATION
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was
signed and sealed in behalf of said corporation by authority of its board of directors and he
and
acknowledged said instrument to be the free act and deed of said corporation.

ELSA L. HORNE
Notary Public, State of New York
No. CO-695-1425
Qualified in Westchester County
Term Expires March 30, 1970

Elsa L. Horne
Notary Public, _____ County, New York

My Commission Expires: _____

APPROVED AS TO FORM
LAW OFF
183 5/12/69

RECORDED RIGHT OF WAY NO. 36466

Rider A to Easement Agreement
Between
The Detroit Edison Company & IBM
at Southfield, Michigan

Notwithstanding anything herein to the contrary the parties hereto agree that:

1. Grantee shall restore the appearance of the ground after any installation, repair, replacement or removal of said line facilities; and any damage to the property of Grantor caused solely by the grantee in maintaining or repairing said lines shall be adjusted at the expense of the Grantee.
2. Grantee agrees that if said line facilities hereafter materially interfere with any new use to which IBM's land may subsequently be devoted, Grantee will, on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to it, for a substitute location reasonably suited to its requirements, remove such line facilities to such substitute location at the expense of Grantee.
3. Grantee further agrees to guard adequately all excavations made by it under this instrument and to save harmless and indemnify Grantor from any claim for damage to person or property resulting from or arising out of installation, repair, replacement or removal of said line facilities.

RETURN TO
R. Q. DUKE
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

RECORDED RIGHT OF WAY NO. 20223

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