

EASEMENT OF RIGHT OF WAY FOR  
ELECTRIC POWER LINE

THIS AGREEMENT made the 17th day of July, 1956,  
between FORD MOTOR COMPANY, a Delaware corporation with offices  
at 3000 Schaefer Road, Dearborn, Michigan (hereinafter called  
"Ford"), and THE DETROIT EDISON COMPANY, a New York corporation  
with offices at 2000 Second Avenue, Detroit, Michigan (herein-  
after called "Edison"),

WITNESSETH:

For value received, Ford hereby gives and grants to  
Edison three easements of right of way, for the use and purpose  
only of the construction, operation, maintenance, repair and  
removal of electrical power transmission and distribution lines  
and Edison's accompanying communication facilities, together  
with all necessary poles, wires, guys, stubs and other fixtures  
and equipment, in and over the following strips of land in and  
across premises of Ford in the North Half of the Southeast  
Quarter (N 1/2 of SE 1/4), the Northeast Quarter of the South-  
west Quarter (NE 1/4 of SW 1/4) and the South Half of the North-  
west Quarter (S 1/2 of NW 1/4), all in Section 7, Town 1 North,  
Range 8 East, Novi Township, Oakland County, Michigan:

Easement No. 1: A strip of land 12 feet wide  
lying 6 feet on each side of a centerline  
commencing at a point in the west line of  
Wixom Road 6 feet north of the point of inter-  
section of said west line of Wixom Road with  
the north line of Farmington-Brighton Express-  
way interchange; running thence westerly 590  
feet to a point 66 feet north of the south  
line of Ford's said premises; thence north-  
westerly 1045.5 feet to a point 6 feet north  
of the south line of Ford's said premises;  
thence northwesterly to a point on the west  
line of Ford's said premises 6 feet north of  
the south line thereof and there terminating.

Easement No. 2: A strip of land six feet wide  
lying 3 feet on each side of a centerline  
commencing at a point 590 feet westerly of the  
east line and 66 feet northerly of the south  
line of Ford's said premises and thence running  
south 66 feet to said south line and there  
terminating.

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Easement No. 3: A strip of land 6 feet wide lying 3 feet on each side of a centerline commencing at a point on the southerly line of Ford's said premises which is 115 feet westerly from the centerline of Wixom Road and thence running northerly 71 feet and there terminating.

Said easement of right of way is given and granted upon and subject to the following terms and conditions:

1. Said lines, facilities and equipment shall be constructed in accordance with good engineering practice and with all applicable laws, ordinances, rules, regulations and orders of any governmental authority having jurisdiction and shall be maintained in good condition and repair all at the sole expense of Edison.

2. Upon demand of Ford at any time, Edison shall relocate said lines, facilities and equipment at its own expense, provided Ford grants to Edison any other or additional easements of right of way necessary thereto.

3. If Ford's need for the electric power furnished by said lines shall cease for any reason, or if Edison shall discontinue furnishing electric power to Ford, all rights granted hereunder shall cease and terminate and, upon demand of Ford, Edison shall remove all its property and equipment from the above-described strips of land.

4. The construction, operation, relocation, maintenance, repair and removal of said lines, facilities and equipment shall be conducted with the least possible inconvenience to Ford, and upon the completion of any work Edison shall remove all debris surplus earth, materials and equipment and, insofar as possible, restore and maintain the surface of said strips of land to and in the same condition, including ground cover, as existed prior to such work.

5. All said lines, facilities and equipment shall at all times be and remain the property of Edison and under its

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control. Edison shall indemnify and hold Ford harmless from and against any and all claims, demands, actions, liabilities, expenses (including reasonable attorneys' fees) and costs connected with or arising out of the construction, relocation, maintenance, operation, repair, condition, abandonment or removal of said lines, facilities and equipment.

6. Edison may use temporarily, during the construction, maintenance, relocation, repair or removal of said lines, facilities and equipment so much additional land not exceeding an additional fifteen (15) feet on each side of the above-described easements as may be necessary for the transportation, storage and operation of materials and equipment.

7. Edison shall have the right to trim and cut trees in and along said easements which could fall into or interfere with the operation of said lines, facilities and equipment.

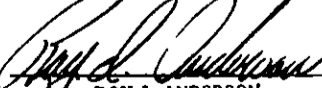

8. This instrument shall not be deemed to give or grant any rights in or to the surface of any lands except as herein expressly set forth.

9. The rights hereby granted are and shall remain subject to the existing rights, if any, of third persons.

10. This instrument shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.


IN WITNESS WHEREOF this instrument has been duly executed the day and year first above written.

In the Presence of:

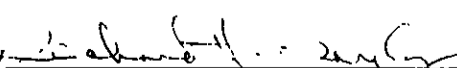
  
\_\_\_\_\_  
ROY I. ANDERSON  
  
\_\_\_\_\_  
Dean R. Luedders

FORD MOTOR COMPANY

By   
\_\_\_\_\_  
C. J. FALLRATH  
SECRETARY

ACCEPTED , 1956.

THE DETROIT EDISON COMPANY

By   
\_\_\_\_\_

RICHARD H. TAYLOR, DIRECTOR  
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

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STATE OF MICHIGAN }  
COUNTY OF WAYNE } SS

On the 17th day of July, 1956, before me, a Notary Public in and for said County, personally appeared C. J. Delkath who, being by me duly sworn, did depose and say that he is Secretary of Ford Motor Company, the corporation described in and which executed the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said C. J. Delkath acknowledged said instrument to be the free act and deed of said corporation.

Roy L. Anderson  
Notary Public

ROY L. ANDERSON  
Notary Public, Wayne County, Michigan  
My Commission Expires June 6, 1960

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# CROSS REFERENCE

NAME OR SUBJECT      RECORDED RIGHT-OF-WAY NO. 17977      FILE NO.

REGARDING      Indenture of Release (5749/133), Bankers      DATE  
Trust Company to The Detroit Edison Company,  
covering release of right-of-way in Novi  
Township.

9-28-71

## SEE

NAME OR SUBJECT

MORTGAGE - GENERAL AND REFUNDING

Release from Lien of Mortgage

Release No. 259

FILE NO.

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

August 17, 1956

*retained  
8/20/56  
ER*

MEMORANDUM TO:

MR. E. H. SCOTT  
520 General Offices

Attached for the General Files is a fully executed copy of an unrecorded agreement covering our right of way over property owned by Ford Motor Company in Novi Township, Oakland County, Michigan.

Please give this 'unrecorded agreement' a recorded right of way number.

*I. W. Gamble*

I. W. Gamble  
Assistant Supervisor of Rights of Way

IWG/vmc

Attach.

GENERAL FILES
RECEIVED AUG 17 1956
CLASSIFICATION:
R/W 17977

REFERRED TO
<i>Mc</i>
<i>Hand form</i>
<i>CAC</i>

RIGHT OF WAY FILE NO. 17977  
Superseded by R/W 26871

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