

EASEMENT OF RIGHT OF WAY FOR
ELECTRIC TRANSMISSION AND DISTRIBUTION MAIN

February

THIS AGREEMENT made the *6TH* day of ~~January~~, 1957, between FORD MOTOR COMPANY, a Delaware corporation with offices on The American Road, Dearborn, Michigan (hereinafter called "Ford"), and THE DETROIT EDISON COMPANY, a New York corporation with offices at 2000 Second Avenue, Detroit, Michigan (hereinafter called "Edison");

WITNESSETH:

For value received, Ford hereby gives and grants to Edison an easement of right of way, for the use and purpose only of the construction, maintenance and repair of an electric transmission and distribution main and Edison's accompanying communication facilities, together with all necessary poles, wires, guys, stubs and other fixtures and equipment, in and over (a) a strip of land, twelve (12) feet wide, situate in the North Half (N 1/2) of Section Seven (7), Township One (1) North, Range Eight (8) East, Novi Township, Oakland County, Michigan; said easement lying six (6) feet on each side of the following described centerline:

Beginning at a point lying on the north line of Section Seven (7) and Ford Motor Company northerly property line; said point of beginning being distant westerly 60.0 feet, measured normal thereto, from the centerline of the Detroit Edison Company Bloomfield Superior 120 KV Line, so-called; said point also being located eastwardly 1097.30 feet from the North Quarter (N 1/4) corner of Section Seven (7), as measured along the northerly line of said section; thence southwestwardly

*Sec. 6, SE 1/4, E 1/2 of
Sec. 7, T 1/2*

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1803.66 feet more or less along a line parallel and 60.0 feet distant westerly from the said centerline of the Detroit Edison Company Bloomfield Superior 120 KV Line, so-called; said line forms an angle of $119^{\circ} 31'$ with the north line of Section Seven (7) as measured from easterly to southwesterly; thence southwardly 1389.26 feet more or less along a line parallel and 60.0 feet distant easterly from the said centerline of the Detroit Edison Company Bloomfield Superior 120 KV Line, so-called, to the point of termination lying on the Ford Motor Company southerly property line and northwesterly U.S. 16 Expressway right of way line 300' wide; said line forms an angle of $152^{\circ} 00'$ with the last described course as measured from northeasterly to southwesterly;

and (b) a strip of land, twelve (12) feet wide, situate in the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Six (6), Township One (1) North, Range Eight (8) East, Novi Township, Oakland County, Michigan; said easement lying six (6) feet on each side of the following described centerline:

Beginning at a point lying on the west line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Six (6) and Ford Motor Company westerly property line; said point of beginning being distant westerly 60.0 feet, measured normal thereto, from the centerline of the Detroit Edison Company Bloomfield Superior 120 KV Line, so-called; said point also being located by the following two courses: eastwardly 1318.71 feet from the North Quarter (N 1/4) corner of Section Seven (7), as measured along the northerly line of said section, to a point of intersection of said northerly line with the west line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Six (6); northwardly 391.75 feet as measured along said west line to the point of beginning, the last described course forms an angle of $90^{\circ} 03' 11''$ with the said northerly line of Section Seven (7) as measured from westerly to northerly; thence northeastwardly 1458.15 feet more or less along a line parallel and 60.0 feet distant westerly from the said centerline of the Detroit Edison Company Bloomfield Superior 120 KV Line, so-called,

to a point of termination lying on the Ford Motor Company northernmost property line; the last described course forms an angle of 29° 29' 30" with the said west line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Six (6) as measured from northerly to northeasterly.

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

1. Said main, 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 re-locate said main, facilities and equipment at its own expense, provided Ford grants to Edison any other or additional easement of right of way necessary thereto.

3. The construction, operation, relocation, maintenance and repair of said main, 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.

4. All said main, 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 or condition of said main, facilities and equipment.

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

6. 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.

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

8. 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
ROY I. ANDERSON
H. O. Pisk

FORD MOTOR COMPANY

By C. J. Fellrath
O. J. FELLRATH SECRETARY *and*

ACCEPTED January 12, 1957.

THE DETROIT EDISON COMPANY

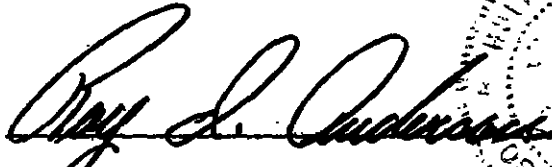
By Richard H. Taylor

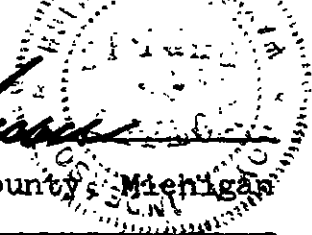
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abs.

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS.

On the ~~6TH~~ ^{February} day of ~~January~~, 1957, before me, a Notary Public in and for said County, personally appeared C. J. Fellrath who, being by me duly sworn, did depose and say that he is the 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. Fellrath acknowledged said instrument to be the free act and deed of said corporation.


Notary Public, Wayne County, Michigan
My commission expires _____



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

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APPLICATION FOR RIGHT OF WAY
DE FORM MS 80 11-55

1956 JUL 25

REAL ESTATE AND
RIGHTS OF WAY DEPT.

#106A

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

RIGHT OF WAY NO. _____

DATE July 20, 1956

LOCATION Section 6, North of relocated U.S. 16, West of

APPLICATION NO. _____

Wixom Road as indicated on attached sketch.

DEPT. ORDER NO. _____

CITY OR VILLAGE _____

O. F. W. NO. _____

TOWNSHIP Novi COUNTY Oakland

BUDGET ITEM NO. _____

DATE BY WHICH RIGHT OF WAY IS WANTED _____

INQUIRY NO. _____

THIS R/W IS _____ % OF TOTAL PROJECT NO. _____ ACCUM. _____ %.

JOINT RIGHT OF WAY REQUIRED YES NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED Recorded Rights-of-Way for 40-kv Transmission.

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PURPOSE OF RIGHT OF WAY To provide second feed to Kirby Substation and to provide feed to future substation in vicinity of the Village of Wixom.

SIGNED W. C. Thomas
Chief Planning Engineer:chp:sm
710 General Off. Planning & Project
OFFICE DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Right of way secured as requested to cross the Ford Motor Company Lincoln Assembly Plant. Permit to General Files (recorded file). BFW/IC

DATE February 19, 1957

SIGNED Ivan W. Kumble
Supervisor of Rights of Way

CROSS REFERENCE

NAME OR SUBJECT RECORDED RIGHT-OF-WAY NO. 18555 FILE NO.

REGARDING Indenture of release (5749/133), Bankers Trust DATE
 Company to The Detroit Edison Company, cover-
 ing release of right-of-way in Novi Township. 9-28-71

SEE

NAME OR SUBJECT MORTGAGES - GENERAL AND REFUNDING FILE NO.
 Release from Lien of Mortgages
 Release No. 259

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

March 4, 1957

WR
3/5/57

RIGHT OF WAY FILE NO. 18555
Superseded by R/W 26871

MEMORANDUM TO:

MR. ELDRED H. SCOTT
Vice President and Controller
520 General Offices

Attached, for the General Files, is a permit, application and white sketch covering our right of way over property of the Ford Motor Company, North of relocated U.S. 16, West of Wixom Road in Section 6, Novi Township, Oakland County, Michigan.

Even though this is an unrecorded permit, we request that it be given a recorded number.

I. W. Gamble

I. W. Gamble
Supervisor of Rights of Way

ING/emr

Encls.

REFERRED TO
<i>AP</i>
<i>AP</i>
<i>WCB</i>

GENERAL FILES
RECEIVED MAR 25 1957
CLASSIFICATION
R/W 18555

RECORDED RIGHT OF WAY
R 18555

