



**Detroit
Edison**

CORPORATE REAL ESTATE SERVICES

Project No. GO1468
Property Name: Ford Motor Company
Land

Date: September 28, 1992
To: Ava D. Thrower
Records Center
From: Thomas Wilson *TW*
Subject: Revision of Easement to Detroit Edison

Attached are papers related to a request to obtain easement rights for the relocation of a portion of the Wixom-Cody 120kv transmission line, at the request of Ford Motor Company. The existing R/W easement is granted on Ford Motor Company land in sections 6 and 7, Novi Township, City of Wixom, Oakland County, Michigan.

As a result of this easement relocation, the existing easement dated June 29, 1970 was released. An "Overhead and Underground Transmission Line Easement (Right of Way)" dated July 28, 1992 was obtained to replace the former (partially relocated) easements 1 and 2 from the 1970 agreement. An "Overhead Easement (Right of Way) No. 26871" dated July 28, 1992 was obtained to replace the former easement 3 from the 1970 agreement. A "Pipeline and Overhead Electric Transmission Line Easement" dated April 24, 1992 was obtained from CSX Transportation (formerly Chessie System) to grant land rights for a portion of the relocated 120kv line to be on railroad land.

A check to cover the processing costs related to this easement relocation in the amount of \$12,000.00 was received and forwarded to Cash Management on August 25, 1992 to be credited to Work Order No. 821AD640.

RECORDING RIGHT OF WAY NO. 26871

This easement was negotiated by Thomas Wilson.

Please incorporate these papers into Records Center file No. 26871.

Attachments

cc: D. Barkley
G. W. Flowerday
D. C. Gavin
G. H. Hathaway

J. A. Persley
R. Snead
W. D. Spencer
W. J. Thrasher
L. J. Tolbert

E1

RECORDED RIGHT OF WAY NO. 26871

APPENDIX A

Parcel 3

North one-half of Section 7, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, except from above the West 56 rods conveyed by Jos. J. Parker and wife to William H. Henderson, in deed Liber 56 of Deeds, page 155, Oakland County Register of Deeds Records; also except 120 acres conveyed to Chauncy P. Larson and described as commencing at Northeast corner of said Section 7, thence due West on North line of said Section until it intersects the East line of land owned and occupied by Austin M. Kimmis; thence South far enough so as to then run due East to Section line and thence due North to place of beginning, this exception containing 120 acres; also excepting 9 1/2 acres of land heretofore conveyed to Michigan State Highway Department; the parcel herein described containing 130.5 acres of land, more or less.

Parcel 4

North 74 acres of the Northeast quarter also North 46 acres of the East 96 acres of the Northwest fractional 1/4, Section 7, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, consisting of 120 acres, more or less.

Parcel 9

The South 20 acres of the North 50 acres of the East 1/2 of the Southeast 1/4 of Section 6, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, containing 20 acres, more or less.

RECORDED RIGHT OF WAY NO. 26371

APPENDIX B

(Replaces former easements 1 and 2 from 1970 agreement)

A 90 foot wide towerline easement described by its centerline as:

1. Description I

Beginning at a point on the North Line of said Section 7 distant North 89° 52' 19" East 1187.92 feet from the North 1/4 Corner of said Section 7;

Thence South 00° 54' 01" East 7.42 feet;

Thence South 30° 38' 05" West 694.70 feet;

Thence South 31° 16' 25" West 871.25 feet to a point known hereafter as Point "A";

Thence South 54° 53' 22" West 831.93 feet;

Thence South 57° 22' 47" West 869.19 feet to a point of ending on the northerly line of Interstate Highway I-96 (300 feet wide) being distant South 71° 19' 45" East 658.00 feet from the Southwesterly property corner of the Ford Motor Company Wixom Plant Property.

pt 22-07-200-005 - NW 1/4
Dec 7 1971

1. Description II

Beginning at a point distant North 89° 52' 19" East 1187.92 feet along the North line of said Section 7 and South 00° 54' 01" East 7.42 feet and South 30° 38' 05" West 694.70 feet and South 31° 16' 25" West 871.25 feet from the North 1/4 corner of said Section 7, said point of beginning also known as said Point "A";

Thence South 57° 36' 48" East 355.76 feet to a point known hereafter as Point "B";

Thence South 82° 36' 53" East 114.34 feet to a point of ending on the westerly fence line of the Detroit Edison Company leased site known as Town Substation.

pt 22-07-200-005 NW 1/4

Also beginning at said Point "B";

Thence South 59° 09' 55" East 132.10 feet to a point of ending on the westerly fence line of the Detroit Edison Company leased site known as Town Substation.

pt 22-07-200-005 NW 1/4

RECORDED RIGHT OF WAY NO. 26871

A:appendix.tw

Page Two
Appendix B
Continued

2.

A 90 foot wide transmission line easement described by its centerline as:

Beginning at a point on the West line of the East 1/2 of the Southeast 1/4 of said Section 6 distant North 89° 52' 19" East 1187.92 feet along the South line of said Section 6 and North 00° 54' 01" West 1228.75 feet and North 89° 20' 38" East 148.47 feet from the South 1/4 corner of said Section 6, said point also being on the westerly line of the Ford Motor Company property;

Thence North 89° 20' 38" East 516.89 feet;

Thence North 30° 58' 08" East 495.74 feet to a point on the North line of the Ford Motor Company property and the point of termination of this easement description.

8x 22-07200-00's - NW 1/4

RECORDED RIGHT OF WAY NO. _____

RIDER 130230378

This Rider is attached to and a part of a grant of an easement more particularly known as "Overhead and Underground Transmission Line Easement (Right of Way)" (the Easement) from Ford Motor Company, a Delaware corporation (Grantor) to The Detroit Edison Company, a Michigan corporation (Grantee), covering land in the City of Wixom, Michigan (the Premises). Notwithstanding any provision of the Easement to the contrary the following shall apply:

1. Grantor shall at all times have the right to make such use of the Premises as shall not be inconsistent with the exercise by the Grantee of the rights herein granted.
2. All work permitted hereunder shall be performed by Grantee, its agents and servants, in accordance with good engineering practice with the least possible inconvenience to Grantor and pursuant to all governmental laws, regulations and ordinances pertaining thereto.
3. In exercising any right or privilege hereunder which results in any change in the surface of the Premises, Grantee shall replace and/or repair any paving, landscaping or other property of Grantor which is damaged or destroyed as a result of Grantee's actions or the actions of their agents, contractors, servants, employees or licensees.
4. Grantee shall indemnify and save Grantor harmless from and against any and all claims, demands, actions, liabilities, expenses (including reasonable attorney's fees) and costs arising from or in any manner based upon or relating to the exercise by Grantee of any rights or privileges granted hereunder, except such as is caused solely by the negligence or willful act of Grantor.
5. Grantee agrees that with respect to all its facilities, apparatus and equipment installed on the Premises, it will enter the same for taxation in its own name and pay any taxes levied thereupon. Grantee will remit and bear the expenses of any taxes assessed and levied against personal property installed on the Premises and owned and/or possessed by Grantee.
6. All rights herein granted are subject to the existing rights of third persons.
7. If Grantee shall discontinue use of the Easement for the above stated purposes, for any period of 12 or more consecutive months, all rights granted hereunder shall cease and terminate and upon the written demand of Grantor, Grantee shall remove all its property and equipment from the Premises.

RECORDED RIGHT OF WAY NO.

26871

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

RELEASE OF RIGHT OF WAY

On 9-15, 1992, for one dollar and other valuable consideration, Edison releases all the rights that Edison has in a certain Right of Way.

"Edison" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

The "Right of Way" :

- a) Was granted to Edison by Ford Motor Company, a Delaware Corporation, The American Road, Dearborn, Michigan 48121-1899 on June 29, 1970.
- b) Is recorded in Liber 5683, Pages 103 to 114, Oakland County Records.
- c) Concerns land in the SE 1/4 of Section 6, NW 1/4, NE 1/4, SW 1/4 and SE 1/4 of Section 7, Novi Township, City of Wixom, Oakland County, Michigan.

Witnessed by:

Thomas Wilson
THOMAS WILSON
Pearl E. Kotter
Pearl E. Kotter

The Detroit Edison Company

Paul W. Potter Director - Corporate Real Estate
Elaine M. Godfrey Assistant Secretary

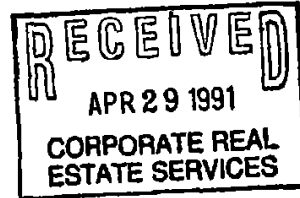
RECORDED RIGHT OF WAY NO. 216 8711

Acknowledged before me in Wayne County, Michigan, on 15th, September, 1992
by Paul W. Potter the Director-Corporate Real Estate
and Elaine M. Godfrey the Assistant Secretary
of The Detroit Edison Company, a Michigan corporation, for the corporation.

PEARL E. KOTTER
Notary Public, Macomb County, MI
My Commission Expires Aug. 23, 1998
Notary's Stamp: _____

Notary's Signature: *Pearl E. Kotter*

Detroit
Edison



Date: April 2, 1991
To: T. Wilson
From: J. D. McDonald JM

Subject: Project No. GO-1800 - Partial Release of Easement No. 26871, Ford-Wixom Plant, Sections 6 and 7, Novi Township, City of Wixom, Oakland County, Michigan

The Oakland Division has no objections to the partial release of easement rights for R/W file No. 26871 as requested by E. K. Stockman of the Ford Motor Company.

Easements no. 4, 5, 6, and 7 may be released as shown on Detroit Edison drawing number 5MS 755-2 however easement no. 3 outlined in green must be retained and a width of twelve (12) feet is required for necessary line clearance.

Approved:

Maurice L. Vermeulen
Manager, Oakland Division

JDM/lhp

RECORDED RIGHT OF WAY NO. 26871

Serving Customers

We're all a part of it!

Detroit
Edison

CORPORATE REAL ESTATE SERVICES

Project No. NM8451
Property Name: Ford-Wixom Plant Land

Date: June 12, 1991
To: Ava Thrower
Records Center
From: Thomas Wilson *TW*
Subject: Permit for Easement Encroachment

Attached are papers related to a permit dated June 3, 1991 from Detroit Edison to Ford Motor Company to grant permission to encroach on Detroit Edison Bloomfield-Superior Right of Way, (near tower No. 533 - easement 1) located in the NE 1/4 of Section 7, City of Wixom, Oakland County, Michigan.

There was no document preparation fee.

Please incorporate these papers into Records Center File No. 26871.

Approved:

Barbara A. Fulton

Barbara A. Fulton
Supervisor, Corporate Real Estate Services

attachments

cc: D. Barkley
R. L. Dugy
R. A. Gloger
J. D. McDonald
J. A. Persley
W. D. Spencer
W. C. Stamps
W. J. Thrasher

RECORDED RIGHT OF WAY NO. 26871

N12

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**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

April 22, 1991

Mr. W. E. Cornell
Ford Motor Company
Parklane Towers
Suite 1500 East
One Parkland Boulevard
Dearborn, Michigan 48126

Dear Mr. W. E. Cornell:

Pursuant to your request, The Detroit Edison Company, a Michigan Corporation, being the owner of an easement located in the NE 1/4 of Section 7, City of Wixom, Oakland County, Michigan, dated June 29, 1970 and recorded in Liber 5683, Pages 103-114, Oakland County Register of Deeds, does hereby grant you permission to encroach on said easement for the purpose of allowing your Biological Waste Water Treatment facility, Chemical Treatment Building and Utility Trestle on a portion of said easement as indicated in red on the attached drawing marked Exhibit "A", upon the following terms and conditions.

1. That Ford Motor Company represents and warrants to Detroit Edison that it is the fee holder of the premises as shown on Exhibit "A" as of the date of acceptance of this permit.
2. It is understood and agreed that this permit is personal unto you and is not to be construed as giving any general rights to the public. This permit is being granted voluntarily by Edison and gives no rights which may be considered adverse.
3. The right to use the above lands for the aforesaid purposes shall be subject to the paramount rights of Edison to construct, operate and maintain lines for the transmission and distribution of electricity and Company communication facilities.
4. Edison shall not be liable to you for any damage whatsoever in the event that your use of said premises is impaired or terminated, and this permit is granted on condition that your presence on said land shall be at your sole risk.

RECORDED RIGHT OF WAY NO. 26871

Page Two

5. Ford Motor Company covenants and agrees that it shall indemnify and hold Edison, and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgement, including interest thereon, whether to any person, or property or both, arising directly or indirectly out of or in connection with your use or any of your contractor's use of the premises under this permit, to which Edison or any of its officers, agents or employes may be subject or put by reason of any act, action, negligence or omission on the part of Ford Motor Company, your contractors or any of your officers, agents and employes.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge or expense covered by Ford Motor Company's foregoing indemnity should be brought against Edison or any of its officers, agents or employes, Ford Motor Company hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgements that may be incurred by, or obtained against Edison or any of its officers, agents, or employes in such suits or other proceedings. In the event of any judgement or other lien being placed upon the property of Edison in such suits or other proceedings, Ford Motor Company shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

6. It is understood and agreed that you, your agents, employes and/or contractors, equipment and vehicles shall maintain a clearance of fifteen (15) feet from all conductors and towers in this area. No mounding of dirt or change in elevation is permitted which would decrease the clearance of the existing transmission lines.
7. It is understood and agreed that this permit is granted to you on the condition that you use the above described premises in accordance with any rules and ordinances of any governmental agency having jurisdiction thereof.
8. It is understood and agreed that this permit to encroach shall terminate upon the occurrence of the following:
 - a. Violation of the terms and conditions as set forth hereinabove.

RECORDED RIGHT OF WAY NO. 26877

Detroit Edison

LIBER 130233367

1 32 267681 D

OVERHEAD EASEMENT (RIGHT OF WAY) NO. 26871

On July 28, 1992, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

Ford Motor Company, a Delaware Corporation, with offices at The American Road, Dearborn, Michigan 48121-1899

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

2

"Grantor's Land" is in City of Wixom, Oakland County, Michigan described as:

As described within Appendix A

The "Right of Way Area" is a part of Grantor's Land described as:

As described within Appendix B

4836 REG/DEEDS PAID
0001 OCT.22'92 01:23PM
9245 MISC 17.00

4836 REG/DEEDS PAID
0001 OCT.22'92 01:23PM
9245 RMT FEE 2.00

RECORDED RIGHT OF WAY NO. 26871

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.

2. Access: Grantee has the right of access to and from the Right of Way Area.

3. Buildings or other Permanent Structures: No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent; provided, however, Grantee hereby consents to such buildings and permanent structures that may be in place in the Right of Way as of the date of this easement

4. Trees, Bushes, Branches or Roots: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area (or that could grow into the Right of Way Area) that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.

5. Restoration: If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.

6. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

7. This easement replaces a prior agreement dated June 29, 1970, recorded in Liber 5683, Pages 103-114, Oakland County Records. See Rider Attached

Witnesses:

Grantor:

William E. Cornell
W. E. Cornell

Karen M. Fanfalone
Karen M. Fanfalone

Ford Motor Company, a Delaware Corporation, Dearborn, MI

By: _____
S. B. McCourt
S. B. McCourt
Attorney and Agent
Its: _____

17.00
200RME

Prepared by and Return to:
George H. Hathaway
2000 Second Avenue
Detroit, MI 48226

APPROVED AS TO FORM 8/27/92 DATE
LEGAL DEPARTMENT *JNA*

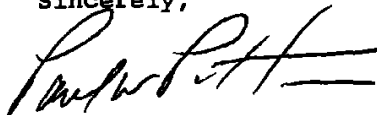
OK - G.K.

Page Three

- b. Abandonment of the use for six months or more.
- c. Upon change in ownership of the property, the new owner shall request permission from Edison to continue said encroachment.

If you are willing to accept this permit upon the above terms, please sign below the word "accepted" and return the original and one (1) copy for signature by Edison, and we will return the fully executed original to you.

Sincerely,



Paul W. Potter, Director -
Corporate Real Estate

ACCEPTED



BY J.M. Rintamaki
Assistant Secretary

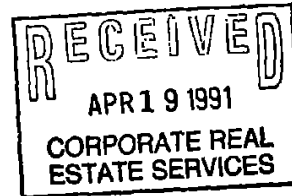
Date JUN 23 1991

RECORDED RIGHT OF WAY NO. 26877

attachments

N18

Detroit
Edison



Date: March 20, 1991
To: G. H. Hathaway
From: T. Wilson *TW*
Subject: Encroachment Permit on an Edison Right of Way
or Easement in the NE 1/4 of Section 7,
City of Wixom, Oakland County, Michigan, Our
Bloomfield - Superior Right of Way,
Project No. NO8451

As concerns the above encroachment permit request, the attached response memo dated February 13, 1991, was provided by Oakland Division. Among other statements, it requires that the environmental consequences of contamination be addressed by Engineering (Transmission and Civil Engineering) and Legal.

Even though the Corporate response dated February 4, 1991 indicates that the permit document which was attached to my circulation memo dated January 18, 1991 was acceptable, a written response to the concerns raised by Oakland Division was requested from M. G. Benskey.

The concern by Oakland Division seems to be a question as to whether a grant of permission by us, to the use of our easement area, in any way could also cause us to be considered co-responsible for potential contamination costs caused by the encroaching Ford facilities, to land, water or air.

The memo from M. G. Benskey on March 11, 1991, indicates that Corporate will defer their response to the Divisions question; the Legal Organizational Unit will respond for them.

Please write me as to your response about the Division's concerns.

RECORDED RIGHT OF WAY NO. 26871

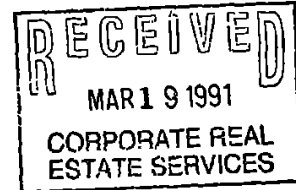
attachment
TW/ak

Tom,
1. We are not the land owner, so we do not have primary environmental liability.
2. And our standard indemnity language paragraph 5 covers us for our secondary environmental liability (such as the duty to report contamination) that we now have
George 4/19/91

Serving Customers

Electricity is part of it.

Detroit
Edison



Date: March 11, 1991
To: T. Wilson
Real Estate Coordination Specialist
From: M. G. Benskey, Supervising Engineer *M.G.B.*
Substation Projects and Design
Subject: Encroachment Permit onto Right of Way
NE 1/4 of Section 7
Bloomfield-Superior R/W Easement
City of Wixom, Oakland County

The attached request has been reviewed.

Since Edison does not own the above noted property,
Transmission & Technical Services defers this issue of
legal responsibility for land use to the Edison Legal
Department.

DB/

attachments

cc: File NO 8451

RECORDED RIGHT OF WAY NO. 26871

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Detroit
Edison

PROJECT No.
NO 8451


Date: February 13, 1991
To: T. Wilson
From: J.D. McDonald
Subject: Encroachment Permit on an Edison Right of Way
or Easement in the N.E. 1/4 of section 7, City
of Wixom, Oakland County, Michigan,
Bloomfield - Superior R/W

The Oakland Division has no objections to the
encroachment of a chemical treatment building and utility
trestle as requested by the Ford Motor Company.

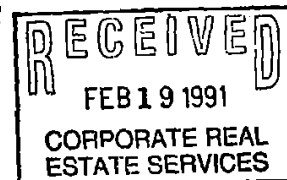
The Transmission and Civil Engineering group,
Transmission and Technical Services, should be contacted
for their recommendations.

The environmental consequence of possible site
contamination through the use of our easement (Ford Motor
Property) must be addressed by Legal and Engineering
(Transmission and Civil Engineering) before corporate
approval is given.

Approved:


Maurice L. Vermeulen
Manager - Oakland Division

JDM:dp



RECORDED RIGHT OF WAY NO. _____

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JAN 18 1991

**Detroit
Edison**

CORPORATE REAL ESTATE SERVICES

Project No. NO8451

Date: January 16, 1991

To: ~~Supervising Engineer-Transmission & Civil Engineering~~
~~Superintendent-Overhead Transmission~~
Supervisor-Underground Design

From: Thomas Wilson *TW*

Subject: Encroachment Permit on an Edison Right of Way or Easement
in the NE 1/4 of Section 7, City of Wixom, Oakland
County, Michigan, Bloomfield - Superior R/W

Attached for your information is a document requesting permission
to encroach on an easement for the above mentioned property, in the
area of Detroit Edison Tower No. 533, on Ford Motor Company land.

A letter dated November 17, 1977 provided to us by Ford Motor
Company, is enclosed to point out that written consent was
previously requested. Ford's "Site and Grading Plan" and "General
Site Plan" drawings, and Detroit Edison drawing No. SE1228-18, are
also provided.

Although the 1977 letter asks for rights to encroach for their
Biological Waste Water Treatment Facility, their letter dated
December 12, 1990 also requires permission for their Chemical
Treatment Building and Utility Trestle to encroach on our easement.

Please review and attach your comments or recommendations, if any.
Check one of the following, sign and return to D. Barkley by
1-26-91.

- XXX The agreement drawn up for this request is acceptable.
- The agreement is acceptable provided the attached list
of stipulations is incorporated into the agreement.
- The request and/or agreement is unacceptable per the
attached comments.

Signed *M. G. Benskey*
M. G. Benskey, Supervising Engineer
Substation Projects & Design
attachments

Date 2-4-91

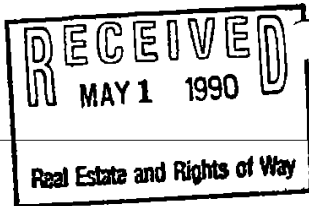
RECORDED RIGHT OF WAY NO. 26871

N2

Serving Customers

Write all a part of it!

APPLICATION FOR RIGHT OF WAY
DE FORM MS 80 6-59



Revision of easement 1

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

LOCATION Town Substation
Ford Wixom Plant
CITY OR VILLAGE City of Wixom
TOWNSHIP Novi COUNTY Oakland
DATE BY WHICH RIGHT OF WAY IS WANTED _____
THIS R/W IS _____ % OF TOTAL PROJECT NO. _____ ACCUM. _____ %.

DATE April 26, 1990
APPLICATION NO. TL-264
DEPT. ORDER NO. _____
O. F. W. NO. _____
BUDGET ITEM NO. OGH9C-KVN
INQUIRY NO. _____
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 Existing Right of Way Agreement between Ford and Detroit Edison needs revision. File No. 26871 Drawing No. 5MS7555-2, Job Print ED4-9887.

RECORDED RIGHT OF WAY NO. 26871

PURPOSE OF RIGHT OF WAY If you have any questions, call Clark Van Paris, ext. 7-8596.

SIGNED William J. Thrasher
William J. Thrasher
Transmission Projects Engineering
704 G.O. OFFICE DEPARTMENT

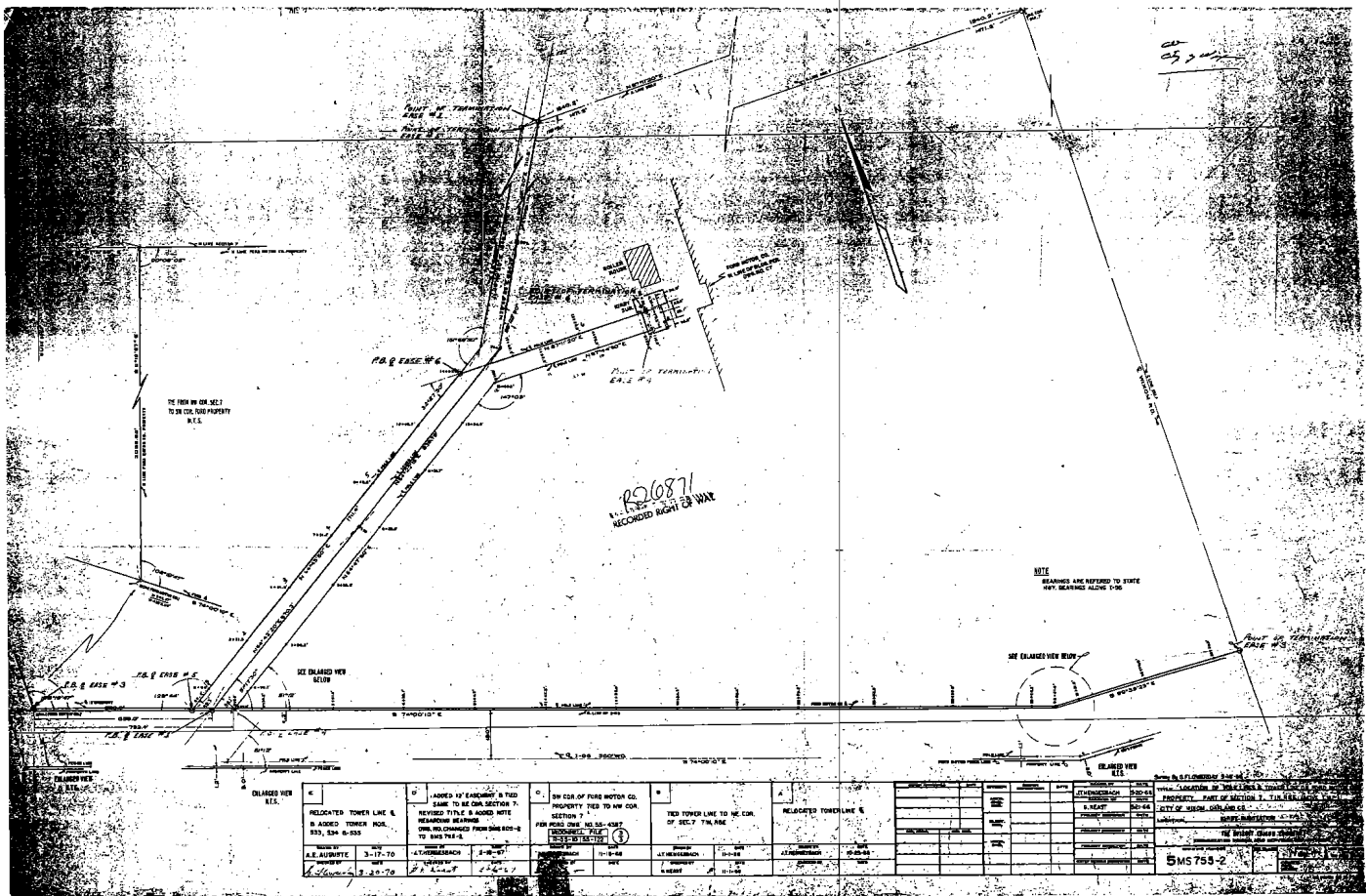
REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

revised new base for Easement 1

PERMITS IN GENERAL FILES _____ R/W DEPT. FILE _____ GRANTOR _____
NO. OF PERMITS _____ NO. OF STRUCTURES _____ NO. OF MILES _____ PERMITS TO MBT _____
DATE _____ SIGNED _____

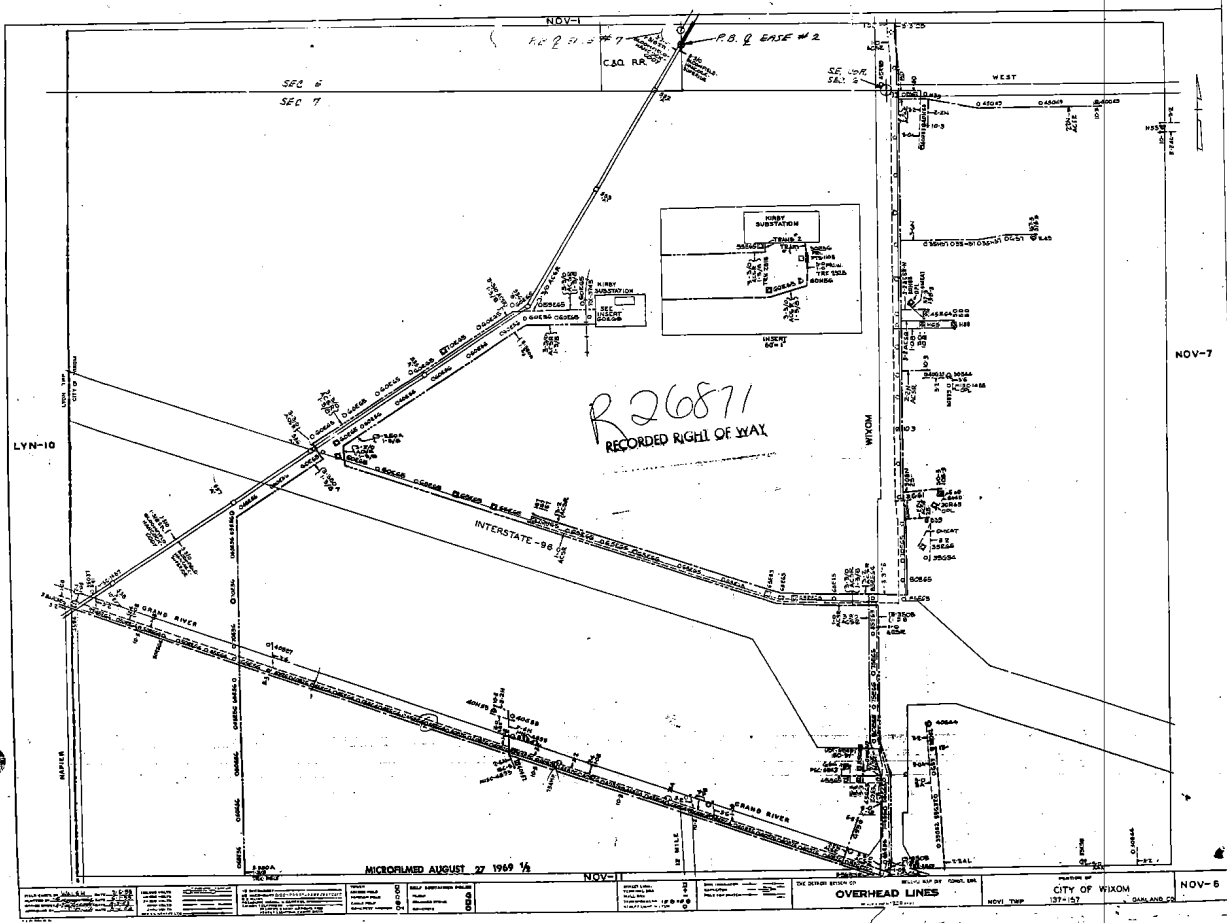
Easement 1 & 2 are
retained in their
new location in the
overhead and underground
Transmission Line easement

TW



RELOCATED TOWER LINE 6 IS ADDED TOWER NO. 533, 534 & 535		ADDED 1/2 EASEWAY IN THIS PLAT TO BE OWN SECTION 7. REVISION TITLE IS ADDED NOTE BEARING BEARING WAS RELOCATED FROM 530-5 TO 533-5		SW COR. OF FOUR METER CO. PROPERTY TIES TO NW COR. SECTION 7		TIE TOWER LINE TO BE COR. OF SEC. 7, N. 86° E		RELOCATED TOWER LINE 6	
BY A.L. LAURITZ SURVEYOR 3-17-70	AT TAMMERSBACH 3-17-70	BY A.L. LAURITZ SURVEYOR 3-17-70	AT TAMMERSBACH 3-17-70	BY A.L. LAURITZ SURVEYOR 3-17-70	AT TAMMERSBACH 3-17-70	BY A.L. LAURITZ SURVEYOR 3-17-70	AT TAMMERSBACH 3-17-70	BY A.L. LAURITZ SURVEYOR 3-17-70	AT TAMMERSBACH 3-17-70

5MS755-2



PROJECT: OVERHEAD LINES SHEET NO: 137-157 DATE: NOV 1987		CITY OF WIXOM 137-157		NOV-6
DRAWN BY: [Name] CHECKED BY: [Name]	DESIGNED BY: [Name] APPROVED BY: [Name]	DATE: [Date] SCALE: [Scale]	PROJECT NO: [Number]	SHEET NO: [Number]

USER 1302375368

ACKNOWLEDGEMENT

Overhead Easement (Right of Way) No. 26871

Acknowledged before me in Wayne County, Michigan on July 28, 1992 by S. B. McCourt,
the Attorney and Agent of Ford Motor Company, a Delaware corporation, for the
corporation.

Notary's
Stamp

JOANN M. SNAVLEY
Notary Public, Wayne County, MI
My Commission Expires October 11, 1993

Notary's
Signature

Joann M. Snavley

RECORDED RIGHT OF WAY NO. 26871

ORDER FOR WORK

DE 683-0842 5-7855 (MS118) TO:

GEN'TN ENG. CONST MAINT ELECTRICAL SYSTEM SYSTEM ENGINEERING
 T & D BUILDINGS & PROPERTIES

107963

ISSUING DEPT AND WORK LOCATION: Power System Org./Tr. Proj./DGD
 Wixom Pole Yard
 Cody-Wixom

7KV819/N01
 7KV8A

LINE NO. Coventry-Placid-Wixom 120 kV MAP SECTION DATE 5-1-87

REASON FOR WORK AND WORK TO BE DONE: Reroute Cody-Wixom and Coventry-Placid-Wixom lines around new Ford Motor Paint Plant.

1. Remove 3 Type 'A/M' Towers (530, 531, 532).
2. Install 3 towers. One Type 'AD' Tower (530), and Type 'AH' Tower (531), one Type 'A/M' Tower (531A), and one Type 'AC' Tower (532).

RECEIVED
 MAY 01 1987
 Re: Easement and Rights of Way

*TW
 5-1-87*

Revise Easement 2

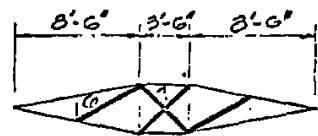
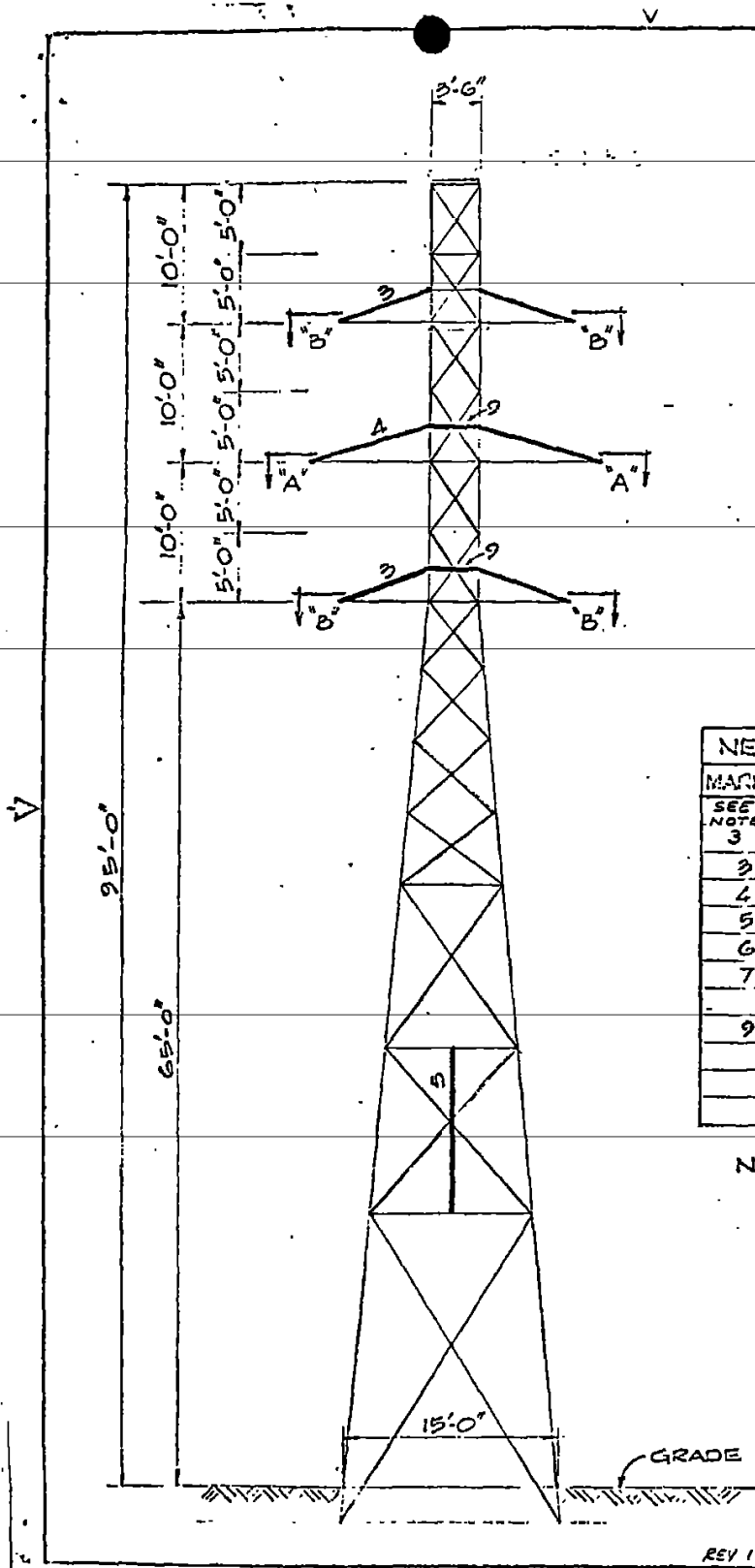
DRAWING OR S.M. NO.	
PROJECT DIRECTOR	RECORDED
PROJECT ENGINEER	RECORDED
DRAWING TO BE COMPLETED	RECORDED
DATE WORK TO BE STARTED	
DATE WORK TO BE COMPLETED	
ASSIGNED TO	KVA
DATE STARTED	
DATE COMPLETED	
COMPLETED BY	OKM
CHECKED BY	

SIGNED J. Howe <i>J. Howe</i>	SIGNED	MATERIAL COST	LABOR COST	TOTAL COST
----------------------------------	--------	---------------	------------	------------

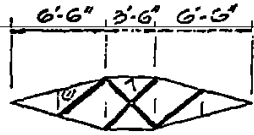
COPIES TO: Chambers, DeTone, Grundstadt, Romanoski(2), Substation Oper., Sundgren, Syrowik(2), Tewksbury, & Woods

ABOVE WORK HAS BEEN COMPLETED

When work has been completed sign No. 2 copy and return to originating department when requested.



SECTION A-A



SECTION B-B

NEW MEMBER SCHEDULE		
MARK	MEMBER SIZE	QUANTITY
SEE NOTE 3		
3	1/2 x 1/4 x 3/16 L	1
4	1/2 x 1/2 x 3/16 L	2
5	1/2 x 1/2 x 3/16 L	1
6	1/2 x 1/2 x 3/16 L	1
7	1/2 x 1/2 x 3/16 L	1
9	1/2 x 1/4 BAR	1

NOTES:

- 1) FOUR FACES THE SAME EXCEPT AS NOTED.
- 2) ALL NEW MEMBERS SHALL BE A-36 STEEL.
- 3) MARK NEW PIECES FROM A 270

SUSPENSION TOWER A/
120KV RECONDUCTORING
DETROIT EDISON CO.

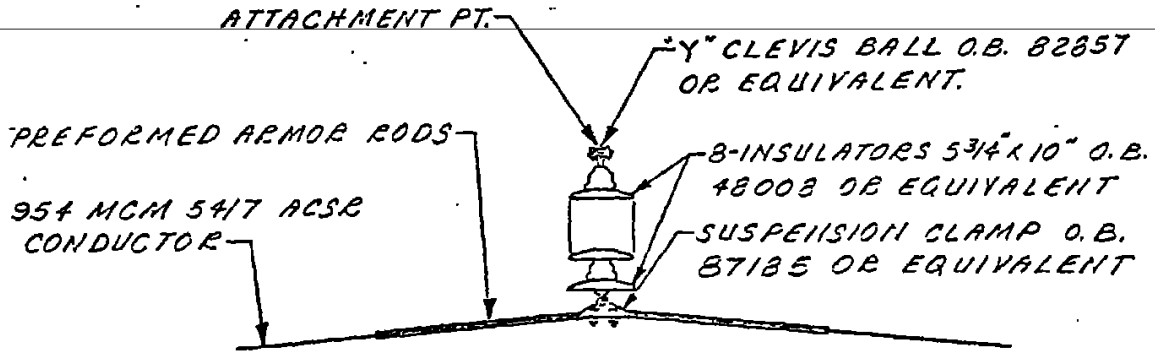
SCALE 1/4" = 1'-0"
DRAWN L.M.V.
CHECKED J.S.C.
ENGINEER
APPROVED

SARGEANT LUNDY
DETROIT EDISON CO.
DR. JAMES H.D.
B-1

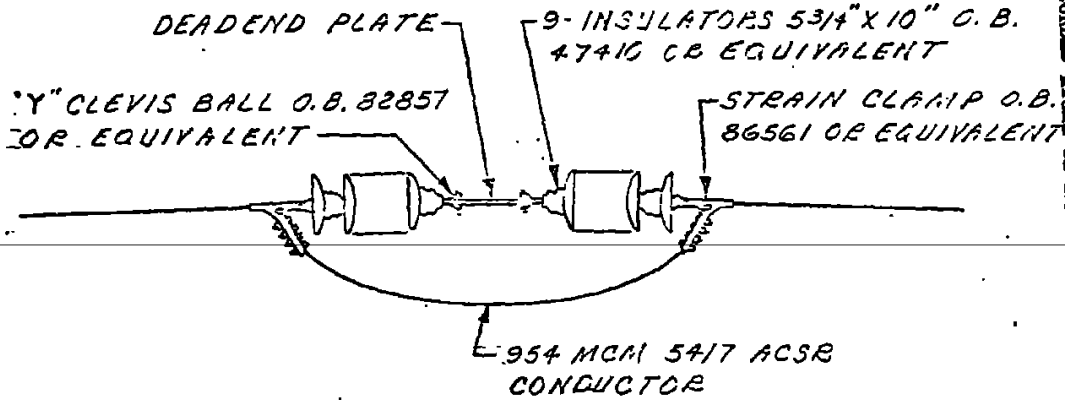
REV 11/21/89 WEZ

RECORDED FILED IN 26871

SUSPENSION ASS'Y
DETAILS



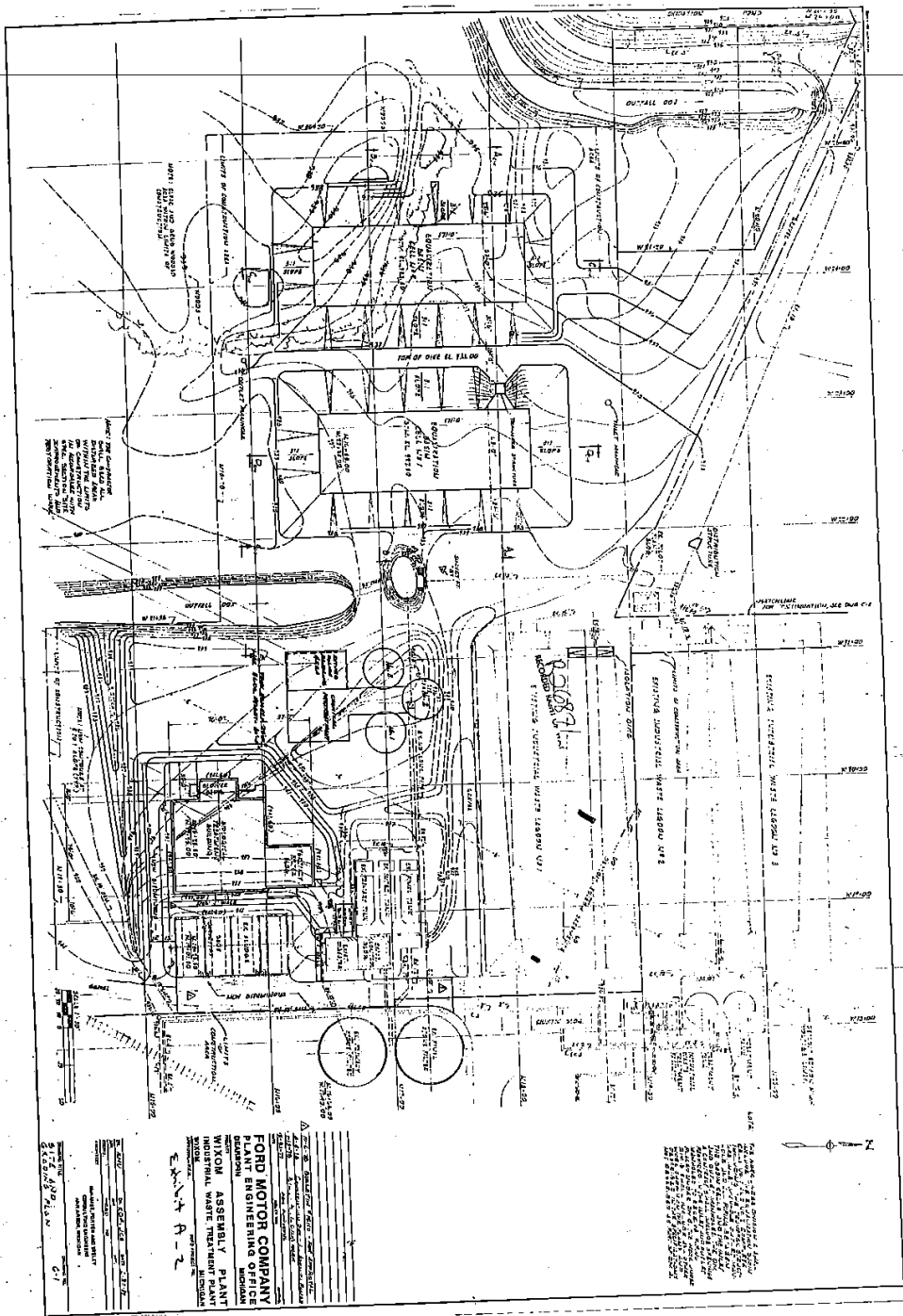
DEADEND ASS'Y
DETAILS



RECORDS ENGINEERING DEPARTMENT

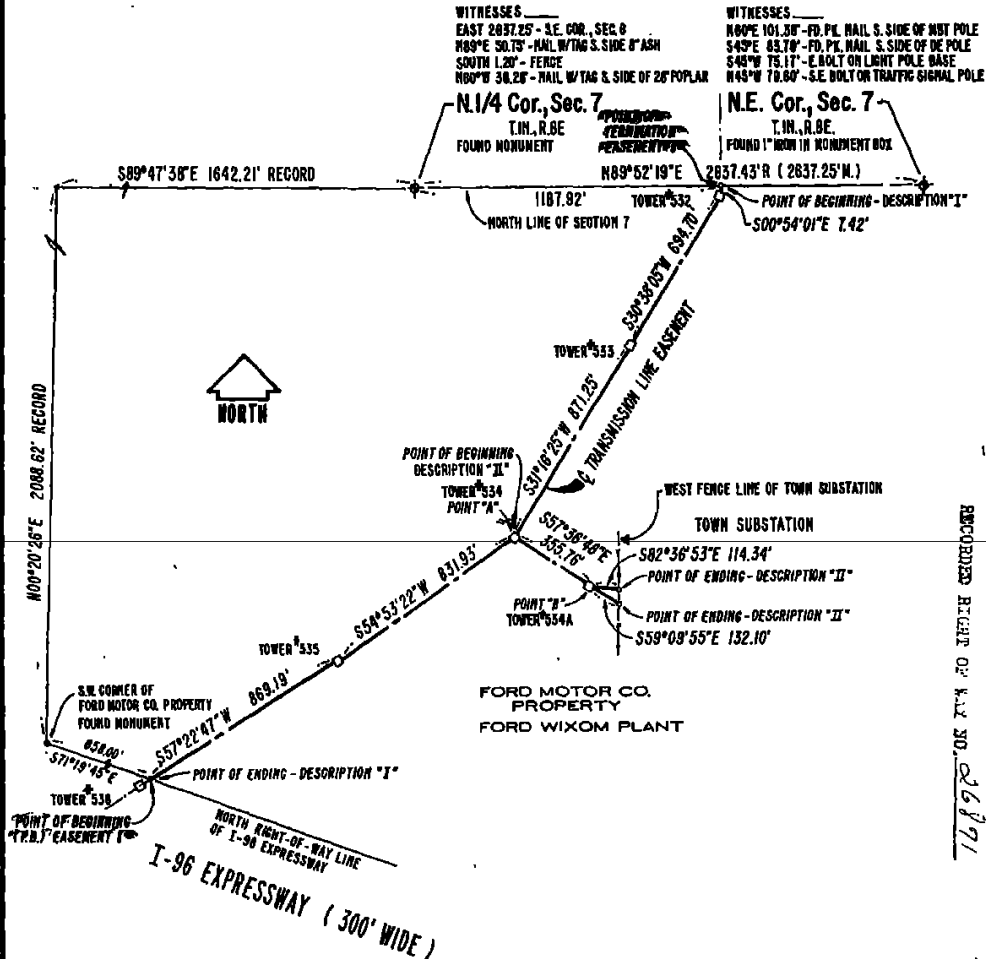
120 KV SUSPENSION &
DEADEND ASS'Y DETAILS

APPROVED <i>J. Wright</i>	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
LAYOUT BY <i>J. Wright</i>	DRAWN BY <i>J. C. H.</i>	
DATE <i>1-25-71</i>	DRAWING NUMBER <i>ED1-7430</i>	
SCALE		



1/2" = 1' SCALE
 1/4" = 1' SCALE
 1/8" = 1' SCALE
 1/16" = 1' SCALE
 1/32" = 1' SCALE
 1/64" = 1' SCALE
 1/128" = 1' SCALE
 1/256" = 1' SCALE
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CERTIFICATE OF SURVEY



A	BY G.G.	DATE 12-14-90	APP <i>[Signature]</i>
B	BY G.G.	DATE 2-18-91	APP <i>[Signature]</i>

COMPLETED SPAN LENGTHS REFER TO B.S. 34 & 355.
 REV. DWG. 1 DESC. TO AGREE WITH FORD MOTOR CO. DATA
 ADDED POINT OF BEG. & TERM. - EASY. L. MARK -
 ALSO ADDED "DESCRIPTION I" & "DESCRIPTION II"

REVISIONS

- D.E. CO. REFERENCE DWG. SEE SE 1228-14
- BEARINGS ARE BASED ON PORTER MC DONNELL BOUNDARY SURVEY DATED 12-26-56 AND TRAVERSE COMPUTATIONS BY FORD PLANT ENGINEERING OFFICE DATED 11-21-90

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE HIGHEST STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS IN THE STATE OF MICHIGAN THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY ON MAY 31, 1990.

SHEET 1 OF 2
 JOB NO. 9005174

Steven A. Young 25885 12-18-90
 SURVEYOR STEVEN A. YOUNG NLS NO. DATE

LIMIT & DEFINE of
 PART OF THE NORTH 1/2 OF SECTION 7, T.1N., R.8E.,
 CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN

BLOOMFIELD - SUPERIOR R/W

Detroit Edison
 POWER SYSTEM
 Engineering Design

SCALE: 1 inch = 500 feet

DESIGNED BY: G. GORDON 08JUN90
 DATE OF SURVEY: MAY 31, 1990

APPROVED BY: *[Signature]*
 DRAWING NO.: SE1228-18

0 250 500

**TRANSMISSION LINE EASEMENTS
EASEMENTS I AND II**

Description "I"

A 90 foot wide towerline easement across the North 1/2 of Section 7, Town 1 North, Range 8 East, City of Wixom, Oakland County, Michigan described by its centerline as;

Beginning at a point on the North Line of said Section 7 distant North 89° 52' 19" East 1187.92 feet from the North 1/4 Corner of said Section 7;

Thence South 00° 54' 01" East 7.42 feet;

Thence South 30° 38' 05" West 694.70 feet;

Thence South 31° 16' 25" West 871.25 feet to a point known hereafter as Point "A";

Thence South 54° 53' 22" West 831.93 feet;

Thence South 57° 22' 47" West 869.19 feet to a point of ending on the northerly line of Interstate Highway I-96 (300 feet wide) being distant South 71° 19' 45" East 658.00 feet from the southwesterly property corner of the Ford Motor Company Wixom Plant Property.

Subject to all easements and restrictions of record, if any.

Description "II"

A 90 foot wide towerline easement across the North 1/2 of Section 7, Town 1 North, Range 8 East, City of Wixom, Oakland County, Michigan described by its centerline as;

Beginning at a point distant North 89° 52' 19" East 1187.92 feet along the North Line of said Section 7 and South 00° 54' 01" East 7.42 feet and South 30° 38' 05" West 694.70 feet and South 31° 16' 25" West 871.25 feet from the North 1/4 Corner of said Section 7, said point of beginning also known as said Point "A";

Thence South 57° 36' 48" East 355.78 feet to a point known hereafter as Point "B";

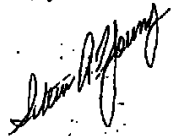
Thence South 82° 36' 53" East 114.34 feet to a point of ending on the westerly fence line of the Detroit Edison Company leased site known as Town Substation.

Also beginning at said Point "B";

Thence South 59° 09' 55" East 132.10 feet to a point of ending on the westerly fence line of the Detroit Edison Company leased site known as Town Substation.

Subject to all easements and restrictions of record, if any.



RECORDED RIGHT OF WAY NO. 26871

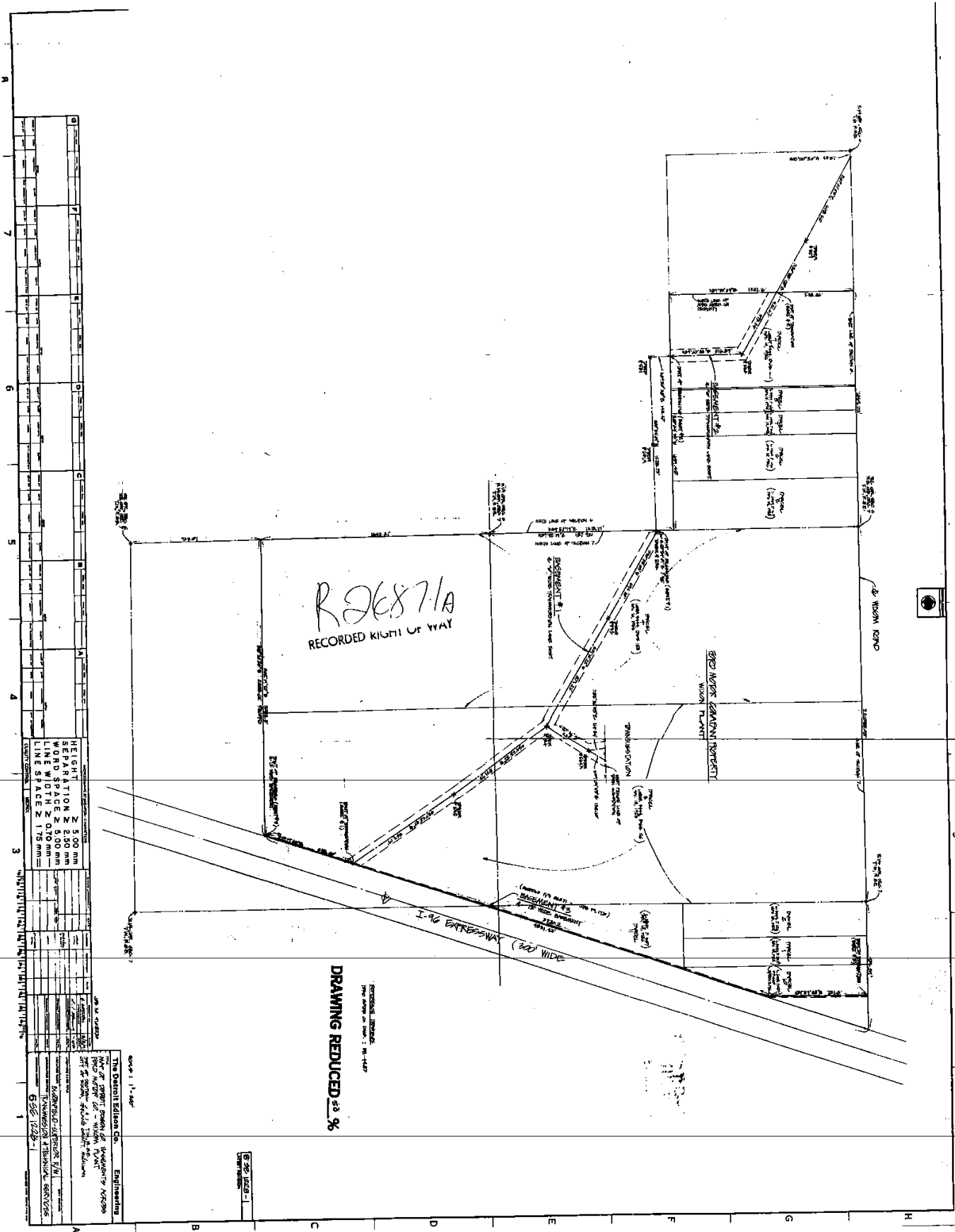


SHEET 2 OF 2

REVISION B 2-18-91

JOB NO.
9005174

LOCATION LIMIT & DEFINE of PART OF THE NORTH 1/2 OF SECTION 7, T.1N., R.8E., CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN. BLOOMFIELD - SUPERIOR R/W	Detroit Edison		OPERATIONS RESOURCES
	SCALE 1 inch = feet	DRAWN BY SAY:bjj	APPROVED BY 
	SURVEY BY 	DRAWING NO. SE 1228-18	



DRAWING REDUCED 83 %

1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10

THE DETROIT Edison CO. Engineering

11000 W. WOODRIDGE AVE. DETROIT, MI 48219

656 1228

656 1228

5583-100

1/6/17

MODIFICATION OF EASEMENTS

THIS INDENTURE made this 29th day of June

1970, by and between THE DETROIT EDISON COMPANY, a New York and Mich. corporation, of ²⁰⁰⁰ 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON," and FORD MOTOR COMPANY, a Delaware corporation with offices at The American Road, Dearborn, Michigan, hereinafter referred to as "FORD."

W I T N E S S E T H:

R/W 4769

WHEREAS, on May 11, 1923, Charles D. Johnson and Blanch E. Johnson, his wife, granted to EDISON an easement to construct, operate and maintain a tower line in a northeasterly and southwesterly direction across property in the Township of Novi, Oakland County, Michigan, to-wit:

The East 1/2 of the Southeast 1/4 of Section 6 which easement is recorded in Liber 5 of Miscellaneous Records, Pages 77 and 78, Oakland County Records, and

R/W 4767

WHEREAS, on May 15, 1923, Kate L. Congdon, Marjorie Congdon Lawson, Glen L. Congdon and Sarah Congdon, his wife, granted to EDISON an easement to construct, operate and maintain a tower line in a northeasterly and southwesterly direction across property in the Township of Novi, Oakland County, Michigan, to-wit:

The North 74 Acres more or less of the Northeast 1/4 of Section 7, Town 1 North, Range 8 East, which easement is recorded in Liber 5 of Miscellaneous Records, Pages 69 and 70, Oakland County Records, and

R/W 4893

WHEREAS, on May 18, 1923, Benj. F. Comfort, as President, and E. G. Allen as Treasurer of Cass Technical High School Farm, granted to EDISON an easement to construct, operate

WRITTEN BY
RECORDED
INDEXED
MAY 29 1970
C. J. S.
8558A

RETURN TO
W. C. ARNOLD
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

RECORDED RIGHT OF WAY
MAY 29 1970
C. J. S.
8558A

1300

and maintain a tower line in a northeasterly and southwesterly direction across property in the Township of Novi, Oakland County, Michigan, to-wit:

The entire North 1/2 of Section 7, Town 1 North, Range 8 East, Michigan, excepting therefrom the West 56 rods conveyed by Joseph I. Parker and wife, to William H. Henderson in deed recorded in Liber 54 of Deeds, on Page 155, Oakland County Registry; also except 120 acres conveyed to Chauncey P. Parcun and described as commencing at the Northeast corner of said Section 7, thence due West on the North line of said Section until it intersects the East line of lands now or formerly owned and occupied by Austin M. Kimms, thence South so far as then to run due East to the section line, thence North to the place of beginning, to contain 120 acres; conveying by this instrument 140 acres, be the same more or less. The said premises being the same as are conveyed by deed recorded in Liber 231 of Deeds, Page 42, Oakland County Registry.

which easement is recorded in Liber 5 of Miscellaneous Records, Page 127 and 128, Oakland County Records, and

R/W 17977

WHEREAS, on July 17, 1936, FORD granted to EDISON easements for the construction, operation, maintenance, repair and removal of electrical power transmission, distribution, and communication lines and facilities 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 Southwest Quarter (NE 1/4 of SW 1/4) and the South Half of the Northwest 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 intersection of said west line of Wixom Road with the north line of Farmington-Brighton Expressway interchange, running thence westerly 590 feet to a point 66 feet north of the south line of Ford's said premises; thence northwesterly 1045.9 feet to a point 6 feet north of the south line of Ford's said premises; thence northwesterly to a point on the west

RECORDED RIGHT OF WAY NO. 268714

RETURN TO W. C. ARNOLD THE DETROIT EDISON COMPANY 2000 SECOND AVENUE DETROIT, MICHIGAN 48228

RETURN TO W. C. ARNOLD THE DETROIT EDISON COMPANY 2000 SECOND AVENUE DETROIT, MICHIGAN 48228

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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 390 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.

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.

which easements have not been recorded, and

R/W 18555

WHEREAS, on February 6, 1957, FORD granted to EDISON easements for the construction, maintenance and repair of an electric transmission and distribution main and EDISON's communication facilities 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 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° 31' with the north line of Section Seven (7); as measured from easterly to southwestwardly; thence southwestwardly 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

RECORDED RIGHT OF WAY NO. 24571-1-26871A

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Parcel 1

The South 200 feet of the North 450 feet of the East 1/2 of Southeast 1/4, Section 7, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, consisting of 6.06 acres, more or less.

(8+ 22-07-426-006)

Parcel 3

North one-half of Section 7, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, except from above the West 56 rods conveyed by Jos. J. Parker and wife to William H. Henderson, in deed Liber 56 of Deeds, page 155, Oakland County Register of Deeds Records; also except 120 acres conveyed to Chauncy P. Larson and described as commencing at Northeast corner of said Section 7, thence due West on North line of said Section until it intersects the East line of land owned and occupied by Austin M. Kimmis; thence South far enough so as to then run due East to Section line and thence due North to place of beginning, this exception containing 120 acres; also excepting 9 1/2 acres of land heretofore conveyed to Michigan State Highway Department; the parcel herein described containing 130.5 acres of land, more or less.

Parcel 10

Land situate, lying in and being a part of the East 1/2 of Southeast 1/4, Section 7, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, and more particularly described as follows:

Beginning at a point on the East line of Section 7 and the center line of Wixom Road right-of-way 66 feet wide, said point also being the Northeasterly corner of the State of Michigan property, said point of beginning being located Southeasterly, as measured along the East line of said Section 683.12 feet more or less from the East 1/4 corner of Section 7; thence Southwesterly along the State of Michigan Northerly property line, which forms an angle of 90 degrees 00 minutes 00 seconds, measured from Northwest to Southwest, with the last described line a distance of 88.19 feet more or less; thence continuing Northwesterly along the State of Michigan Northerly property line, which forms an angle of 177 degrees 55 minutes 06 seconds, measured from Northeast to Northwest, with the last described line; a distance of 633.45 feet more or less, to a point lying on the Northerly right-of-way line of the Brighton Farmington Road, so-called, 300 feet wide; thence Northwesterly along the said Northerly right-of-way line which forms an angle of 163 degrees 20 minutes 44 seconds, measured from

APPROPRIATE RIGHT OF WAY NO. 26871

5683 106

Company southerly property line and northwesterly U.S. 16 Expressway right of way line 300' wide; said line forms an angle of 152° 00' with the last described course as measured from north-easterly to northwesterly;

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° 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.

which easements have not been recorded, and

WHEREAS, FORD purports to have acquired title to the premises described in the first three (3) easements referred to above dated May 11, 1923, May 15, 1923 and May 18, 1923, and

RECORDED INDEX OF MAP NO. 26871

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WHEREAS, FORD purports to retain title to the premises described in the easements last referred to above dated July 17, 1956 and February 6, 1957, and

WHEREAS, EDISON has constructed and is operating its lines for the transmission and distribution of electricity and company communication facilities pursuant to the rights granted in the aforementioned easements, and

WHEREAS, EDISON has, for the mutual benefit of itself and FORD, relocated a portion of its lines and facilities originally constructed pursuant to the aforementioned easement grant dated July 17, 1956, and

WHEREAS, EDISON desires to relocate the route of a portion of its facilities from the route prescribed by the aforementioned easement grant dated February 6, 1957, and

WHEREAS, EDISON has constructed and is operating and maintaining additional lines and facilities for the transmission and distribution of electricity to serve FORD at its Wixom Plant Complex, which lines and facilities were constructed and are being operated and maintained with FORD's consent and permission, and

WHEREAS, FORD has requested that EDISON define the route and limits of its relocated pole lines and the route and limits of its proposed relocation of pole lines across FORD's Wixom Plant Complex and EDISON is willing to do so, and

WHEREAS, FORD has requested that EDISON define the route and limits of its tower line right of way which EDISON has constructed and is operating and maintaining pursuant to the rights contained in the aforementioned easement grants dated May 11, 1923, and May 12, 1923, and May 15, 1923, and EDISON is willing to do so,

RECORDED RIGHT OF WAY NO. 205 11/11/57

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NOW THEREFORE, in consideration of EDISON's releasing to FORD its successors and assigns, all of its rights acquired pursuant to the easements referred to above, which EDISON hereby does release, FORD hereby gives and grants to EDISON those certain easements of right of way specified below for the purposes only of constructing, operating, maintaining, modifying and removing its lines and equipment for the transmission and distribution of electricity and EDISON's communication facilities, together with all necessary towers, poles, wires, guys, stubs, anchors and other fixtures and equipment, across FORD's Nixon Plant Complex premises situate in the East 1/2 of the Southeast 1/4 of Section 6 and the North 1/2 of Section 7, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, to-wit:

Easement 1

The center line of a tower line easement 120 feet wide described as follows: A line in the North 1/2 of Section 7, Town 1 North, Range 8 East, City of Nixon (formerly Novi Township), Oakland County, Michigan; Commencing at the Northwest Corner of Section 7; thence North 87° 31' 50" East 924.01 feet along the North line of Section 7, thence South 2° 19' 57" East 2088.62 feet to a point in the northerly right-of-way line of Interstate Highway 96, formerly called M-16, thence South 74° 00' 10" East 683.0 feet along the northerly right-of-way line of Interstate Highway 96, formerly called M-16, to the point of beginning; thence North 54° 42' 29" East 870.30 feet; thence North 54° 22' 15" East 830.79 feet; thence North 25° 59' 25" East 134.23 feet; thence North 26° 42' 20" East 710.60 feet to a point in the North line of Section 7 and terminating therein, said last described point being located 1471.20 feet westerly from the Northeast Corner of said Section 7, as measured along the North line of Section 7.

Easement 2

The center line of a tower line easement 120 feet wide described as follows: A line in the Southeast 1/4 of Section 6, Town 1 North, Range 8 East, City of Nixon (formerly Novi Township), Oakland County, Michigan; Commencing at the Southeast Corner of Section 6, thence South 87° 11' 20" West 1318.72 feet along the South line of Section 6 to a point in the West line of the East 1/2 of the Southeast 1/4 of Section 6, thence North 2° 47' 10" West 1099.83 feet along the West line of the East 1/2 of the Southeast 1/4 of Section 6 to the point of

RETURN TO
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 THE EDISON EDISON COMPANY
 3200 SECOND AVENUE
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 ARNOLD
 EDISON
 FORD
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RECORDED HIGHWAY MAP NO. 2 2811-2 26871A

beginning; thence North 26° 42' 20" East 1598.23 feet and terminating at a point located South 87° 10' 20" West 534.40 feet from the East line of said Section 6.

Easement 3

The center line of an easement 12 feet wide, described as follows: A line in Section 7, Town 1 North, Range 8 East, City of Wixom (formerly Novi Township), Oakland County, Michigan: Commencing at the Northwest Corner of Section 7, thence North 87° 31' 58" East 924.01 feet along the North line of Section 7, thence South 02° 19' 57" East 2082.3 feet to the point of beginning; thence South 74° 00' 10" East along a line parallel with an 6.0 feet northerly of the northerly right-of-way line of Interstate Highway 96, formerly called M-16, a distance of 1770.2 feet to a point; thence South 89° 39' 23" East a distance of 721.6 feet to the East line of Section 7 and terminating therein.

Easement 4

The center line of an easement, 12 feet wide, described as follows: A line in the North 1/2 of Section 7, Town 1 North, Range 8 East, City of Wixom (formerly Novi Township), Oakland County, Michigan: Commencing at the Northwest Corner of Section 7, thence North 87° 31' 58" East 924.01 feet along the North line of Section 7, thence South 2° 19' 57" East 2088.62 feet to a point in the northerly right-of-way line of Interstate Highway 96, formerly called M-16, thence South 74° 00' 10" East 732.4 feet along the northerly right-of-way line of Interstate Highway 96, formerly called M-16 to the point of beginning; thence North 54° 47' 50" East 1351.9 feet, thence North 87° 44' 50" East 618.0 feet to the point of termination.

Easement 5

The center line of an easement, 12 feet wide, described as follows: A line in the North 1/2 of Section 7, Town 1 North, Range 8 East, City of Wixom (formerly Novi Township), Oakland County, Michigan: Commencing at the Northwest Corner of Section 7, thence North 87° 31' 58" East 924.01 feet along the North line of Section 7, thence South 2° 19' 57" East 2088.62 feet to a point in the northerly right-of-way line of Interstate Highway 96, formerly called M-16, thence South 74° 00' 10" East 582.0 feet along the northerly right-of-way line of Interstate Highway 96, formerly called M-16, to the point of beginning; thence North 54° 43' 50" East 1711.4 feet, thence North

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RECORDED RIGHT OF WAY NO. 26871/A

26° 42' 20" East 1546.2 feet to a point in the North line of Section 7 and terminating therein, said last described point being located 1540.2 feet westerly from the Northeast Corner of said Section 7, as measured along the North line of Section 7.

Easement 6

The center line of an easement, 12 feet wide, described as follows: A line in the North 1/2 of Section 7, Town 1 North, Range 8 East, City of Wixom (formerly Novi Township), Oakland County, Michigan: Commencing at the Northwest Corner of Section 7, thence North 87° 31' 58" East 924.01 feet along the North line of Section 7, thence South 2° 19' 57" East 2088.62 feet to a point in the northerly right-of-way line of Interstate Highway 96, formerly called M-16, thence South 74° 00' 10" East 582.00 feet along the northerly right-of-way line of Interstate Highway 96, formerly called M-16, thence North 54° 43' 50" East 1585.8 feet to the point of beginning; thence North 87° 11' 20" East 712.5 feet to the point of termination.

Easement 7

The center line of an easement, 12 feet wide, described as follows: A line in the Southeast 1/4 of Section 6, Town 1 North, Range 8 East, City of Wixom (formerly Novi Township), Oakland County, Michigan: Commencing at the Southeast Corner of Section 6, thence South 87° 11' 20" West 1318.72 feet along the South line of Section 6 to a point in the West line of the East 1/2 of the Southeast 1/4 of Section 6, thence North 2° 47' 10" West 391.75 feet along the West line of the East 1/2 of the Southeast 1/4 of Section 6 to the point of beginning; thence North 26° 42' 20" East 1458.15 feet and terminating at a point located South 87° 10' 20" West 603.36 feet from the East line of said Section 6.

Said easements of right of way are 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.

RECORDED RIGHT OF WAY NO. 2487A

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(2) 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.

(3) All said lines, facilities and equipment shall at all times be and remain the property of EDISON and under its control. EDISON shall indemnify and hold FORD harmless from and against any and all claims, demands, actions, liabilities, expenses (including reasonable attorney's 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.

(4) 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.

(5) 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.

(6) This instrument shall not be deemed to give or grant any rights in or to the surface of any lands except

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as herein expressly set forth.

(7) No buildings or structures shall be erected within the limits of said easements without the written consent of EDISON.

(8) It is understood and agreed that EDISON's lines and facilities for the transmission and distribution of electricity located in easements 4 and 6, as described above, were constructed at EDISON's expense for the sole purpose of providing electric power to FORD. If FORD's need for the electric power furnished by said lines and facilities located in said Easements 4 and 6 shall cease for any reason or if EDISON shall discontinue furnishing electric power to FORD, all rights granted hereto pursuant to said easements 4 and 6 shall cease and terminate and upon demand of FORD, EDISON shall remove all of its lines and facilities from said easements numbered 4 and 6. However, it is understood and agreed that if said demand by FORD is the result of FORD's ceasing to need power from EDISON or FORD's desire to obtain another source for said power, or FORD's desire that EDISON provide another route for said lines and facilities the removal of EDISON's lines and facilities pursuant to said demand shall be at FORD's expense. If said demand by FORD is the result of EDISON's discontinuing to furnish electric power to FORD at EDISON's initiative, or EDISON's providing said power by means of alternate facilities at its own initiative, the removal of EDISON's lines and facilities shall be at EDISON's expense.

(9) It is understood and agreed by the parties hereto that the lines and facilities located in Easement 3, Easement 5, and Easement 7, as described above, were constructed for the combined purpose of providing electric power to

RECORDED RIGHT OF WAY NO. 2687-114

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DETROIT, MICHIGAN 48226

FORD and to facilitate EDISON's company communication system and its transmission and distribution of electricity to adjoining premises. Therefore, if at any time EDISON's lines and facilities shall interfere with FORD's additional development of its Wixom Plant Complex premises which are encumbered by said easements numbered 3, 5 and 7, EDISON shall, upon FORD's demands, relocate its lines, facilities and equipment from said easements numbered 3, 5 and 7, at its own expense provided that FORD grants to EDISON any other additional easements necessary therefor.

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20th day of June, 1970.

In the Presence of:

Curtis G. Noles
Curtis G. Noles

Irene C. Kata
IRENE C. KATA

Virginia Garrity
Virginia Garrity

Yolande K. Salvo
Yolande K. Salvo

THE DETROIT EDISON COMPANY
E. W. LINDGREN
VICE PRESIDENT

BY: [Signature]

BY: Lillian J. H. Carroll
LILLIAN J. H. CARROLL, ASST. SECRETARY

FORD MOTOR COMPANY

BY: [Signature]
SIDNEY KENNY, SECRETARY

BY: J. A. Courter
J. A. COURTER, ASSISTANT SECRETARY

Prepared By
Curtis Noles
2000 2nd
Detroit, Mich

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2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

RECORDED
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1963 114

STATE OF MICHIGAN)
COUNTY OF WAYNE)

71

On this 11th day of June, 1963, before me the subscriber, a Notary Public in and for said County, appeared R. W. Lundgren and Lillian J. H. Carroll, to me personally known, who being by me duly sworn did say they are the Vice President and an Assistant Secretary and Michigan of THE DETROIT EDISON COMPANY, a New York corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and R. W. Lundgren and Lillian J. H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public
Wayne County, Michigan
My Commission Expires: June 24, 1972
RECORDED
MICHIGAN
COUNTY RECORDS
WAYNE COUNTY

STATE OF MICHIGAN)
COUNTY OF WAYNE)

On this 29th day of June, 1970, before me the subscriber, a Notary Public in and for said County, appeared Sidney Kelly and J. A. Courtney, to me personally known, who being by me duly sworn did say that they are Secretary and Assistant Secretary of FOPD MOTOR COMPANY, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Sidney Kelly and J. A. Courtney acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public
Wayne County, Michigan
My Commission Expires: September 22, 1970

RETURN TO
J. STANLEY C. FARNOLD
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48228

RECORDED
MICHIGAN
COUNTY RECORDS
WAYNE COUNTY

RECORDED
MICHIGAN
COUNTY RECORDS
WAYNE COUNTY

Page Two

APPENDIX A, CONTINUED

the Southeast to Northwest, with the last described line, a distance of 632.28 feet more or less to a point lying on the West line of the East 1/2 of the Southeast 1/4 of Section 7; thence Northwesterly along the said West line which forms an angle of 108 degrees 44 minutes 10 seconds measured from the Southeast to Northwest, with the last described line, a distance of 15.98 feet more or less; thence Southeasterly along a line which forms an angle of 89 degrees 36 minutes 40 seconds, measured from Southerly to Easterly with the last described line, a distance of 1317.90 feet more or less to a point on the East line of Section 7 and the center line of Wixom Road 66 feet wide right-of-way; thence Southeasterly along a line, being the said East line of Section 7 and the center line of road, which forms an angle of 90 degrees 22 minutes 54 seconds, measured from Northwest to Southeast with the last described line, a distance of 233.12 feet more or less to the point of beginning, containing 5.315 acres more or less.

Parcel 11

All that part of the East 1/2 of the Southwest 1/4 and that part of the West 1/2 of the Southeast 1/4 of Section 7, T1N, R8E, Novi Township, Oakland County, Michigan, which lies Northerly of a line 150 feet Northerly of, measured at right angles and parallel to the survey line of Highway US-16 relocation. Contains 7.50 acres of land more or less.

The survey line of Highway US-16 relocation is described as: Beginning at a point which is North along the North and South 1/4 line of Section 8, T1N, R8E, Novi Township, Oakland County, Michigan, 630.42 feet from the South 1/4 corner of said Section 8; thence North 74 degrees 00' 10" West, 8000 feet to a point of ending.

The "US-16 Relocation" is a limited access highway under the provisions of Act 205, P. A. 1941, as amended, and this conveyance is therefore given subject to the following restrictive covenants which shall be construed as covenants running with the land herein described, and shall be binding upon second party and the heirs and assigns thereof:

- (1) There shall be no right of ingress or egress to or from said US-16 Relocation from or to the lands herein described.

a:appendix.2

RECORDED RIGHT OF WAY NO. 26871

APPENDIX B

(Replaces former easement 3 from 1970 agreement)

Easement 3

The center line of an easement 12 feet wide, described as follows: A line in Section 7, Town 1 North, Range 8 East, City of Wixom (formerly Novi Township), Oakland County, Michigan: Commencing at the Northwest Corner of Section 7, thence North 87 degrees 31' 58" East 924.01 feet along the North line of Section 7, thence South 02 degrees 19' 57" East 2082.3 feet to the point of beginning; thence South 74 degrees 00' 10" East along a line parallel with an 6.0 feet northerly of the northerly right-of-way line of Interstate Highway 96, formerly called M-16, a distance of 3770.2 feet to a point; thence South 89 degrees 39' 23" East a distance of 721.6 feet to the East line of Section 7 and terminating therein.

Pl 22-07-200-005 - NW 1/4 sec 7 NOV 1
Pl 22-07-426-006 SW 1/4
Pl I-96 Hwy - No Sewer

a:appendix.2

RECORDED RIGHT OF WAY NO. 26871

130239372

RIDER

This Rider is attached to and a part of a grant of an easement more particularly known as "Overhead Easement (Right of Way) No. 26871" (the Easement) from Ford Motor Company, a Delaware corporation (Grantor) to The Detroit Edison Company, a Michigan corporation (Grantee), covering land in the City of Wixom, Michigan (the Premises). Notwithstanding any provision of the Easement to the contrary the following shall apply:

1. Grantor shall at all times have the right to make such use of the Premises as shall not be inconsistent with the exercise by the Grantee of the rights herein granted.
2. All work permitted hereunder shall be performed by Grantee, its agents and servants, in accordance with good engineering practice with the least possible inconvenience to Grantor and pursuant to all governmental laws, regulations and ordinances pertaining thereto.
3. In exercising any right or privilege hereunder which results in any change in the surface of the Premises, Grantee shall replace and/or repair any paving, landscaping or other property of Grantor which is damaged or destroyed as a result of Grantee's actions or the actions of their agents, contractors, servants, employees or licensees.
4. Grantee shall indemnify and save Grantor harmless from and against any and all claims, demands, actions, liabilities, expenses (including reasonable attorney's fees) and costs arising from or in any manner based upon or relating to the exercise by Grantee of any rights or privileges granted hereunder, except such as is caused solely by the negligence or willful act of Grantor.
5. Grantee agrees that with respect to all its facilities, apparatus and equipment installed on the Premises, it will enter the same for taxation in its own name and pay any taxes levied thereupon. Grantee will remit and bear the expenses of any taxes assessed and levied against personal property installed on the Premises and owned and/or possessed by Grantee.
6. All rights herein granted are subject to the existing rights of third persons.
7. If Grantee shall discontinue use of the Easement for the above stated purposes, for any period of 12 or more consecutive months, all rights granted hereunder shall cease and terminate and upon the written demand of Grantor, Grantee shall remove all its property and equipment from the Premises.

RECORDED RIGHT OF WAY NO. 26871

Detroit Edison

LIBER 130238373

92 267682

(2)

OVERHEAD AND UNDERGROUND TRANSMISSION LINE EASEMENT (RIGHT OF WAY)

On JULY 28, 199², for the consideration of system betterment, Grantor grants to Grantee a permanent overhead and underground transmission line easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

Ford Motor Company, a Delaware Corporation, with offices at The American Road, Dearborn, Michigan 48121-1899

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in City of Wixom, Oakland County, Michigan described as:

As described within Appendix A

The "Right of Way Area" is a part of Grantor's Land described as follows:

As described within Appendix B

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead and underground electric transmission line facilities consisting of towers, wood or steel poles, H-frames, wires, conduits, cables, manholes, and fixtures.

2. Access: Grantee has the right of access to and from the Right of Way Area.

3. Buildings or other Permanent Structures: No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent; provided, however, Grantee hereby consents to such buildings and permanent structures that may be in place in the Right of Way as of the date of this easement

4. Trees, Bushes, Branches or Roots: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. Grantee shall have the right to keep the land thirty feet on each side of the Right of Way Area clear of those trees which Grantee believes are or may become hazardous to Grantee's facilities.

5. Restoration: If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land, buildings, fences or crops while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition, or at Grantee's option reimburse Grantor for any damage sustained by Grantor.

6. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, leasees, licensees and assigns.

7. This easement replaces a prior agreement dated June 29, 1970 recorded in Liber 5683, Pages 103-114, Oakland County Records. does herewith pay in full costs in the amount of \$12,000.00

8. Grantor will pay costs related to the encroachment of the Grantees' relocated facility on CSX Transportation land between tower spans 530-531 and 531-532. See Rider attached.

Witnesses:

Grantor:

Ford Motor Company, a Delaware Corporation, Detroit, MI

Marilyn F. Taulbee
MARILYN F. TAULBEE
William E. Cornell
WILLIAM E. CORNELL

By:

J. M. Rintamaki
J. M. Rintamaki
Assistant Secretary

Its:

Prepared by and Return to:

George H. Hathaway
2000 Second Avenue
Detroit, MI 48226

APPROVED AS TO FORM 9/27/92 DATE
LEGAL DEPARTMENT [Signature]

OK - G.K.

RECORDED RIGHT OF WAY NO. 268171

NW 1
556

17,000
2,000 RMT

#

ACKNOWLEDGEMENT

Overhead and Underground Transmission Line Easement (Right of Way)

Acknowledged before me in Wayne County, Michigan on July 28, 1992 by J. M. Rintamaki, the Assistant Secretary of Ford Motor Company, a Delaware corporation, for the corporation.

Notary's Stamp KAREN M. FANFALONE
Notary Public, Wayne County, Michigan
My Commission Expires July 15, 1995

Notary's Signature Karen M. Fanfalone

RECORDED RIGHT OF WAY NO. 26-8271