

COMMISSION:
CHARLES H. HEWITT,
CHAIRMAN
WALLACE D. NUNN,
VICE CHAIRMAN
LOUIS A. FISHER
CLAUDE J. TOBIN

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STATE HIGHWAYS BUILDING - POST OFFICE DRAWER K - LANSING, MICHIGAN 48904
HENRIK E. STAFSETH, DIRECTOR

March 26, 1971

Mr. John Haddow
Real Estate & Rights of Way Dept.
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Haddow:

ACL - 63191A - Right of Entry - Parcels
140A-TX, 141-TX, 142-TX, 146-TX, 151-TX
152-TX and 167-TX

Enclosed is the Right of Entry which you requested. Please return an executed copy to me.

We proposed to use the same descriptions with reservations as to the Francis Drain in our final conveyances. Please comment as to the acceptability on Edison's part.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Victor H. Eichhorn".

VICTOR H. EICHHORN
Right of Way Officer



RECORDED RIGHT OF WAY NO. 27875 43

COMMISSION:
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STATE OF MICHIGAN



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STATE HIGHWAYS BUILDING - POST OFFICE DRAWER K - LANSING, MICHIGAN 48904

HENRIK E. STAFSETH, DIRECTOR

March 26, 1971

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. R. W. Lundgren, Vice President

Gentlemen:

ACL - 63191A - Parcels 140A-TX, 141-TX, 142-TX, 146-TX,
151-TX, 152-TX, 167-TX - Right of Entry

In connection with the construction of the I-96 - I-696 interchange, it is necessary that The Detroit Edison Company relocate an existing 230 KV transmission line. The above parcels have been acquired by the Michigan Department of State Highways for the purpose of relocating said transmission line.

Inasmuch as more time is required to complete the formal conveyance of said parcels the Michigan Department of State Highways (hereinafter referred to as "State") hereby grants to The Detroit Edison Company and The Edison Illuminating Company of Detroit (both hereinafter referred to as "Edison") permission and right of entry for construction purposes until title is transferred in said parcels which are more specifically described in the attached exhibits numbers 1 through 8.

Said permission and right of entry is subject to the following conditions:

a. During that period of time prior to issuance and recording of a deed from State to Edison, State shall not be liable to Edison for any claim by reason of any act done or act committed by Edison, its agents, employees, servants or contractors in the exercise or performance, or purported exercise or performance of any rights granted hereby or maintenance and use of said land.

b. The acceptance of this permit and right of entry is expressly conditioned upon and subject to the assumption by the contractors engaged by Edison to construct said transmission line of all the risks of so doing and said contractors shall assume complete responsibility for and indemnify



RECORDED RIGHT OF WAY NO. 87875 123

Mr. John Haddow

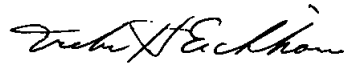
-3-

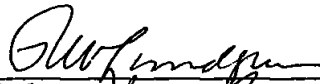
March 8, 1971

6. This letter shall be returned to the Michigan Department of State Highways properly executed by an authorized official or officials of the Detroit Edison Company in the space provided in the lower left hand corner, signifying acceptance of the above conditions.

The right of entry upon subject properties is predicated on the acceptance of the above conditions and receipt of the authorized acceptance and evidence of insurance in this office.

Very truly yours,


VICTOR H. EICHHORN
Right of Way Officer

ACCEPTED 
Title Vice President
DATE April 1, 1971

RECORDED RIGHT OF WAY NO. 27875 108

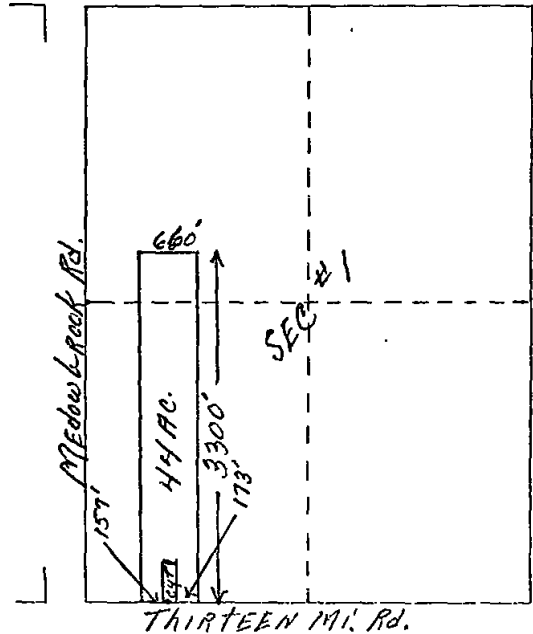
EXCESS PROPERTY
COMPARABLE INFORMATION

No. 1

Sale Date 1969 ~~Offering~~ L.C.

Sketch

PHOTO



Location - Fronts on 13 Mile Road, approximately 680 feet east of Meadow Brook Road.

Legal Description - E 1/2 of W 1/2 of SW 1/4 ex 6 ac. Sec #1

Zoning - R-1-F Small Farms

Area - 44 acres

Shape - Irregular and rectangular (vacant) ³³⁰⁰ ~~2340~~ feet length and two openings 157' & 173'

Topography -

Utilities - No water or sewer - no plans

Price - \$88,000 Indicated Unit Price _____ Sq. Ft. \$2,000.00 Acre _____ FF

Seller - Sutter

Purchaser - not known

Verified - Larry McKnight (equalization unit)

Inspected - 2/17/71 By: R. Maltby

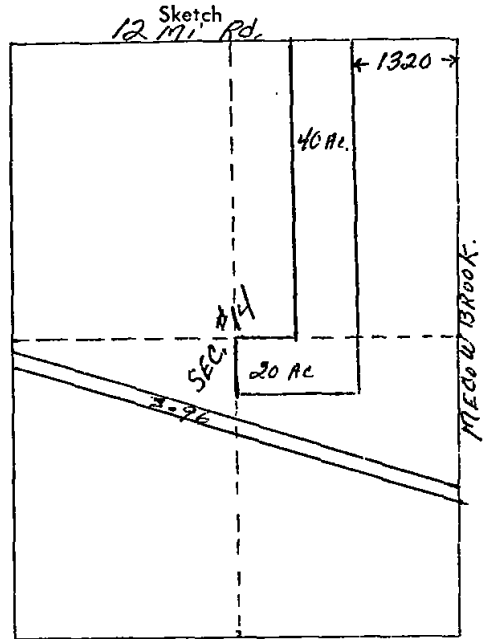
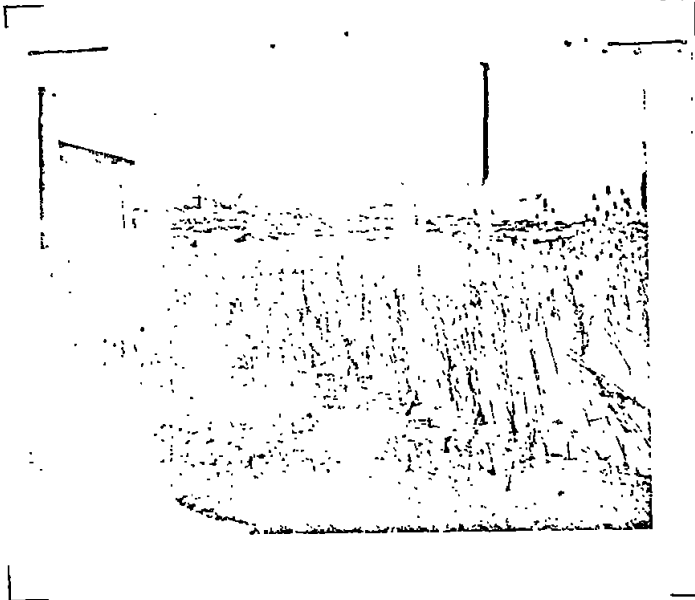
Remarks -

RECORDED RIGHT OF WAY NO. 219875103

EXCESS PROPERTY
COMPARABLE INFORMATION

No. 3

Sale Date Present Offering
Taken by R. Maltby



Facing South 1-16-71

Location - Fronts on the south side of 12 Mile Road, Sec 14, 1,320 feet west of Meadow Brook Road, Novi, Michigan, backs up to Parcel #134

Legal Description - T-1-N, R-8-E, Sec 14, E 1/2 of W 1/2 of NE 1/4 and W 1/2 of SE 1/4 of S 60 ac.

Zoning - Multiple family

Area - 60 acres

Shape - Slightly irregular 660 ft. x 3,300 ft.

Topography -

Utilities No sewer and water and no plans

Price - \$480,000 Indicated Unit Price _____ Sq. Ft. \$8,000 Acre _____ FF

Seller - Haltzman & Silverman

Purchaser -

Verified - Mrs. Cox - Ashley & Cox Real Estate

Inspected - February 17, 1971 By: R. Maltby

Remarks - Haltzman and Silverman purchased property in early 1969 for \$3,500 per acre had the property rezoned to Multiple, purchased from Denny Kenney on land contract. The broker stated that \$6,000 would be a more realistic per acre value at present time.

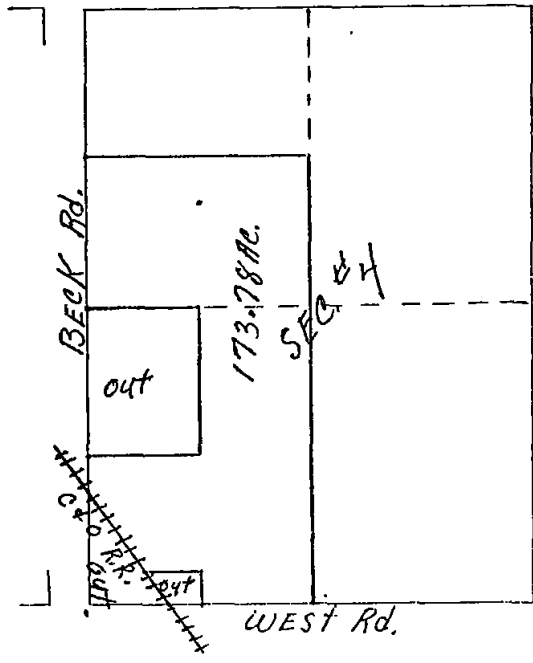
RECORDED IN DEPT. OF TAXES MAP NO. 27875-93

EXCESS PROPERTY
COMPARABLE INFORMATION

No. #4

Sale Date 2/14/69 Offering LC.

Sketch



PHOTO

Location -

Legal Description - SW 1/4 of NW 1/4 exc 20 ac., SE 1/4 of NW 1/4 of E 1/2 of SW 1/4 exc 4 ac., S 1/2 of W 1/2 of SW 1/4, lying N of P.M., R.R.

Zoning - Agricultural

Area - 173.78 acres

Shape - Slightly irregular, nearly entire 1/4 sec.

Topography - Rolling

Utilities No sewer or water - no plans

Price - \$560,000 Indicated Unit Price _____ Sq. Ft. \$3,210 Acre _____ FF

Seller - Filkens

Purchaser - Unknown

Verified - Lary McKnight (equalization board)

Inspected - February 17, 1971 By: R. Maltby

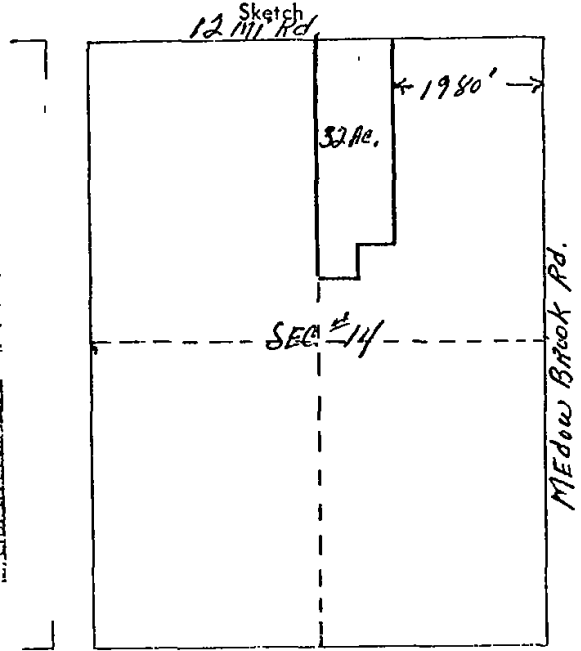
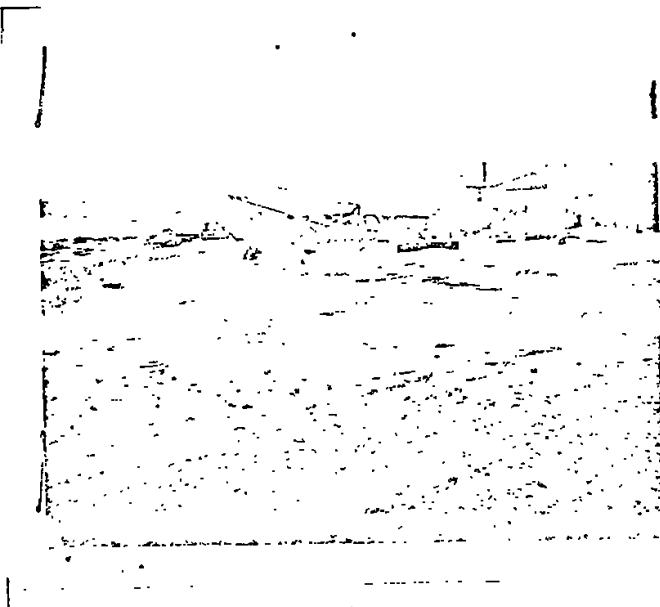
Remarks -

RECORDED RIGHT OF WAY NO. 87875 713

EXCESS PROPERTY
COMPARABLE INFORMATION

No. 5

~~Source~~ Present Offering
Taken by R. Maltby



Facing South 1-16-71

Location - The subject property fronts on South side of 12 Mile Road, 660 ft. frontage, 3/8 of a mile west of Meadow Brook Road.

Legal Description - See attached

Zoning - Agricultural

Area - 32 acres

Shape - Slightly irregular 660 ft. x 2,304 ft.

Topography - Rolling

Utilities - No sewer or water and no plans

Price - \$176,000 Indicated Unit Price _____ Sq. Ft. \$5,500 Acre _____ FF

~~Seller~~ - Owner - Leo Russell

Purchaser -

Verified - Mrs. Cox - Cox & Ashley Real Estate

Inspected - February 17, 1971 By: R. Maltby

Remarks - This offering has been for sale off and on for several years, 3 years.

RECORDED AND INDEXED BY REC. DIV. 87875 Y3

Legal Description

T-1-N, R-8-E, Sec 14

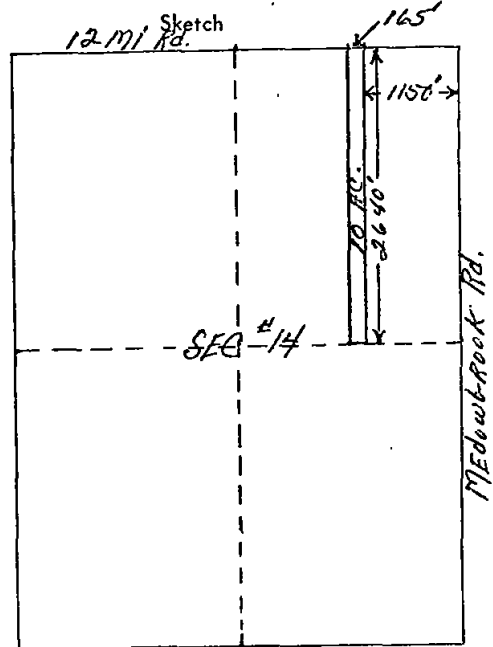
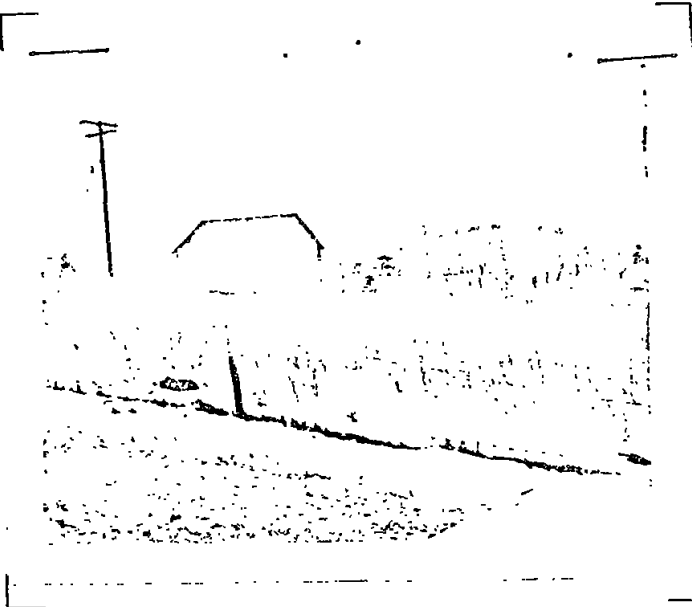
W 1/2 of W 1/2 of NE 1/4 except Beg at center of Sec. th N. Alg N 4' S 1/4
line 336 ft. th E 326 ft. then N 334 ft. then E to E line of W 1/2 of W
1/2 of NE 1/4, thence S alg. E line of W 1/2 of W 1/2 of NE 1/4 to E & W
line, thence W along E & W 1/4 line to pt of Beg.

RECORDED RIGHT OF WAY NO. 2787573

EXCESS PROPERTY
COMPARABLE INFORMATION

No. 6

~~Sub~~ Present Offering
Taken by R. Maltby



Facing South 1-16-71
Location - Fronts on S side of 12 Mile Road approx. 1/4 mile west of Meadow Brook Road
Novi, Michigan.

Legal Description - W 165 ft. of E 1/2 of NE 1/4

Zoning - Agriculture - single family

Area - 10 acres, 165 ft. x 2,640 ft.

Shape - Long rectangular - 2,640 ft. long.

Topography - Rolling

Utilities - no sewer or water and no plans

Price - \$60,000 Indicated Unit Price _____ Sq. Ft. \$6,000 Acre _____ FF

Seller - A. Blair C.P., A Lesko the owner

Purchaser -

Verified - Mrs. Cox - Ashley & Cox Real Estate

Inspected - February 17, 1971 By: R. Maltby

Remarks - Property has been for sale for about 2 years.

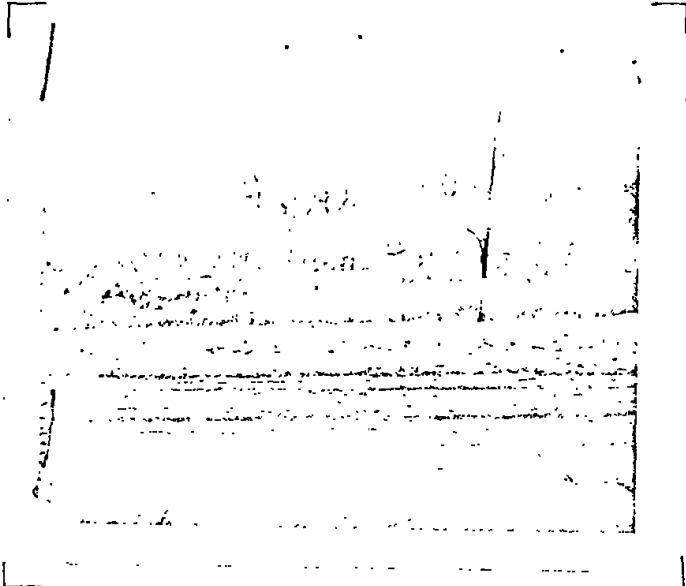
RECORDED RIGHT OF MAY NO. 27875 203

EXCESS PROPERTY
COMPARABLE INFORMATION

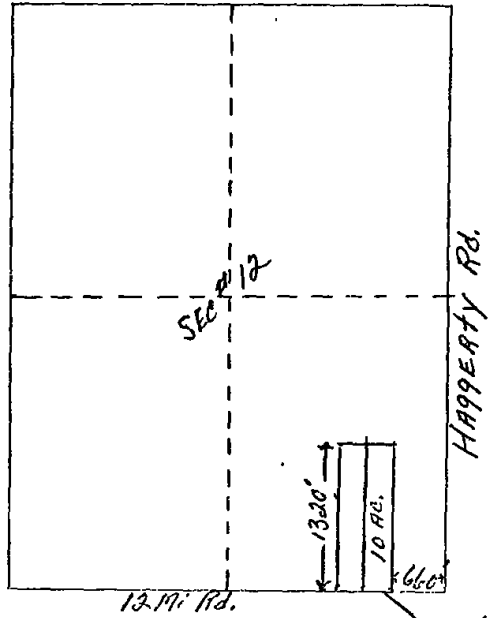
No. 7

Sale Date June 1970 ~~Offering~~

Taken by: R. Maltby



Sketch



Facing South 1-16-71

Location - Fronting on N side of 12 Mile Road 1/8 mile west of Haggerty Road in Sec 12

Legal Description - See attached

Zoning - R-1-F small farm

Area - 10 acres

Shape - Rectangular ³³⁰
~~660~~ ft. x 1,320 ft.

Topography - Rolling

Utilities - No water or sewer and no plans

Price - \$50,000 Indicated Unit Price _____ Sq. Ft. \$5,000 Acre _____ FF

Seller - William LaSalle

Purchaser - Bohannon

Verified - Mrs. Cox - Ashley & Cox Real Estate

Inspected - February 17, 1971 By: R. Maltby

Remarks - This property is kitty corner from Farmington Country Club and near new proposed shopping center at 13 Mile and Haggerty Road.

Terms: Land Contract

RECORDED RIGHT OF WAY NO. 27875 203

Legal Description

T-1-N, R-8-E, Sec 12

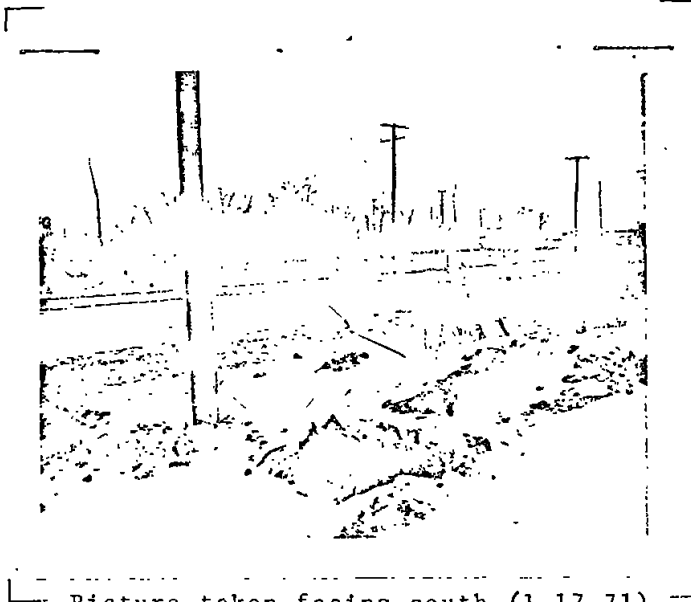
Part of E 1/2 of SE 1/4, Beg at SW corner thereof, th N 0° 08' west 1320 ft.,
th N 89° 54' W 660 ft. to beg, containing 20 acres.

RECORDED FILED ON MAY NO. 27875 903

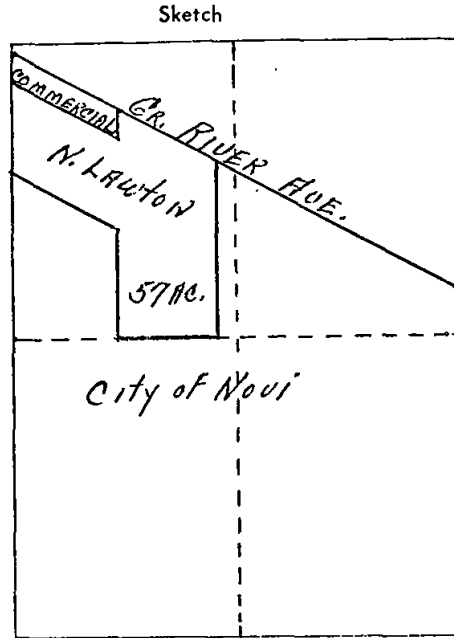
EXCESS PROPERTY
COMPARABLE INFORMATION

No. 10

Sold Date 1/15/71 Offering
Taken by: R. Maltby



Picture taken facing south (1-17-71)



Location - Approx 3 blocks east of intersection of Grand River and Novi Rd., Novi, MI
South side of Grand River

Legal Description - see attached

Zoning - Commercial and Multi family

Area - 57 acres

Shape - Irregular

Topography - Level

Utilities No sewer or water

Price - \$296,400 Indicated Unit Price _____ Sq. Ft. \$5,200 Acre _____ FF

Seller - N. Lawton Phone 474-1000 or 474-8200

Purchaser -

Verified - N. Lawton

Inspected - February 17, 1971

Remarks - The property has been for sale for 4 years and no offers made as yet.

RECORDED RIGHT OF WAY NO. 21875 1971



City of Novi

25850 NOVI ROAD - NOVI, MICHIGAN 48050
1570 COUNTY AND SCHOOL TAX

Payable December 1, 1970 - 4% Penalty After February 15, 1971

RECORDED RIGHT OF WAY NO. 87875 703

NOT A RECEIPT UNLESS VALIDATED BY TREASURER

FISCAL YEARS covered by this statement:

County: Jan. 1, 1971 - Dec. 31, 1971
School: July 1, 1970 - June 30, 1971

IMPORTANT

Before paying this bill, compare with deed or contract to be sure property description is correct. If you pay on the wrong description the law holds you wholly responsible.

Checks are accepted only as a conditional payment of taxes. If not honored by the bank, the tax will be considered unpaid and will be subject to the same charges as any unpaid tax.

ADDITIONAL CHARGES UNTIL PAID:
4% added Feb. 16, 1971
Until March 1, 1971

THEREAFTER TAXES MUST BE PAID TO THE OAKLAND COUNTY TREASURER, Pontiac, Mich., with 4% penalty and 1/2 of 1% interest per month UNTIL PAID. During the month of March a revised statement from the City Treasurer must accompany your remittance to the County Treasurer.

1A413 NORMAN B LAWTON
SD BOX 376
N COMM FARMINGTON MICH 48024
TIN, R8E, SEC 23
PART OF NW 1/4 BEG AT PT DIST
S 756.30 FT & E 200 FT FROM NW SEC
COR, TH N 134.85 FT, TH S 70°40'E
261.81 FT, TH SELY ALG WLY LINE OF
BLUE OX DRIVE. HAVING RAD 420 FT,
DIST 659.72 FT, TH S 70°40'20"E
54.22 FT, TH N 29°20'E 60 FT TO SE
COR LOT 29 "NOVI GARDENS", TH
N 14°27'25"E 140.71 FT, TH

STATE EQUALIZED VALUATION	COUNTY	SCHOOL	LIBRARY	DRAIN	TOTAL TAXES
77004	569.83	2398.67	38.50		3007.00

Make Remittance to:
City Treasurer - Novi, Michigan
Return THIS statement with your Remittance.

DOG LICENSE may be obtained from City
Treasurer December 1st until March 1st.

PENALTY	
TOTAL	

RECEIPT

Control 63022
Project 63-29
Parcel 139 (Pt. B)

LEGAL DESCRIPTION

All that part of the West 1/2 of the Southeast 1/4 of Section 13, T1N, R8E, City of Novi, Oakland County, Michigan, which lies Northeasterly of a line 240 feet Northeasterly of (measured at right angles) and parallel to a line described as: beginning at a point on the North line of said Section 13, which is North 87 deg. 32' 37" East a distance of 16.89 feet from the North 1/4 corner of said Section 13; thence South 10 deg. 50' 34" West a distance of 1127.16 feet to the point of curvature of a 2291.83 foot radius curve to the left (chord bearing South 41 deg. 02' 43" East); thence Southeasterly along the arc of said curve 4151.04 feet to a point of ending. Excepting therefrom the North 60 feet.

Fluid mineral and gas rights are included with the above description.

There shall be no right of direct ingress or egress from the I-96, I-696 and M-275 Interchange Area or the connecting ramps to and from and between the lands herein described.

Contains 13 acres, more or less.

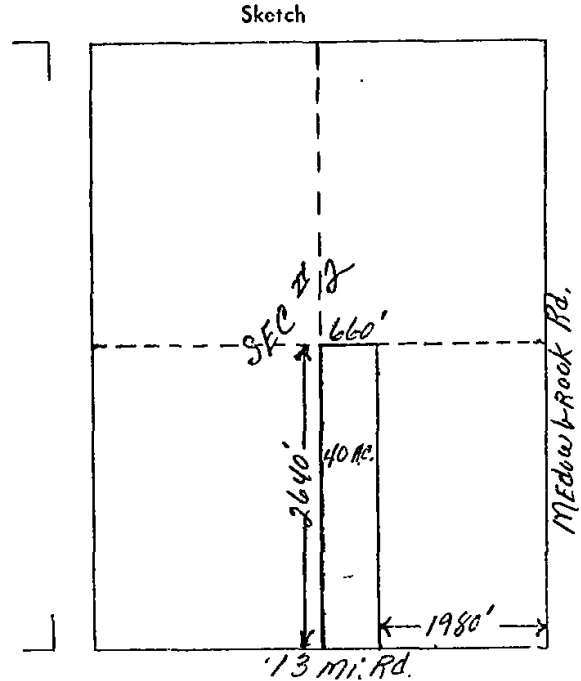
RECORDED RIGHT OF WAY NO. 2757513

EXCESS PROPERTY
COMPARABLE INFORMATION

No. 11

Sale Date January 7, 1971 Offering

PHOTO



Location - Fronting on 13 Mile Road, 1,980 feet west of Meadow Brook Road

Legal Description - E 1/2 of W 1/2 of NE 1/4 of Sec 11 city of Novi, Oakland Co.

Zoning - R-1-F small farm

Area - 40 acres, vacant

Shape - Rectangular, 660 ft. x 1,320 ft.

Topography - Rolling

Utilities No sewer or water

Price - \$160,000 Indicated Unit Price _____ Sq. Ft. \$4,000 Acre _____ FF

Seller -

Purchaser - Unknown

Verified - County Records

Inspected - February 17, 1971 By: R. Maltby

Remarks - The subject property was originally from an estate in 1967 for \$54,000 or \$1,350 per acre Liber 5047, page 837

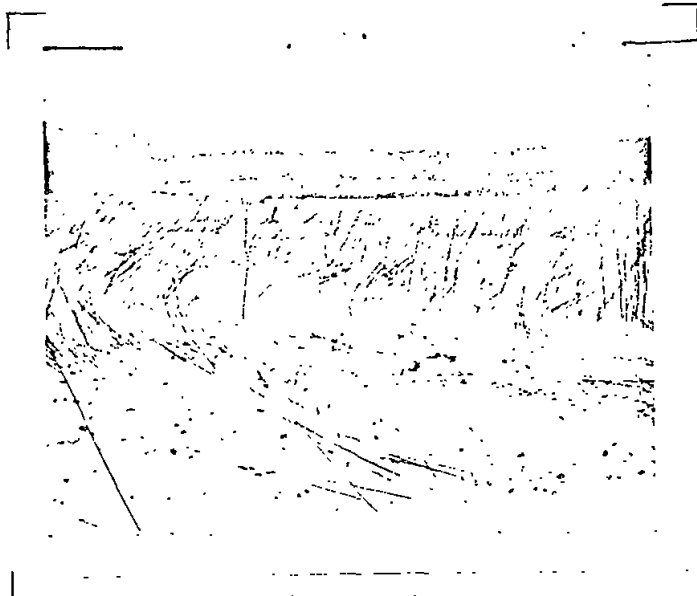
Condition of Sale - Arms length

RECORDED RIGHT OF WAY NO. 87875-23

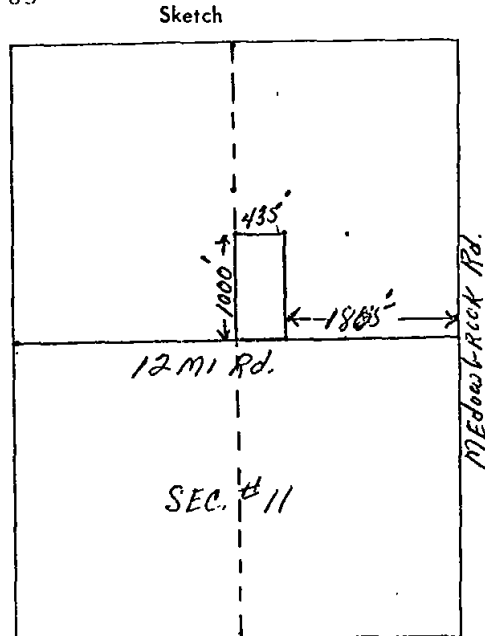
EXCESS PROPERTY
COMPARABLE INFORMATION

No. 11 A

Sale Date 3/14/69 ~~Offering~~ Libre 533S Page 783
Taken by: R. Maltby



Facing North (1-16-71)



Location - Fronts on 12 Mile Road, 2,240 ft. west of Meadow Brook Road

Legal Description - W 10 acre of E 1/2 of S 30 ac. of W 1/2 of SE 1/4 of Sec 11 city of Novi, Oakland County

Zoning - R-1-F small farms

Area - 10 acres 435.6 ft. x 1000 ft.

Shape - rectangular fronting on 12 Mile Road, 2,240 W of Meadow Brook Road

Topography -

Utilities - No water or sewer - no plans

Price - \$55,000 Indicated Unit Price _____ Sq. Ft. \$4,570 Acre _____ FF

Terms - L.C. \$11,000 down Balance @ 7% interest for 10 years

Seller - Bassett

Purchaser - Meyer

Verified - Larry McKnight (Tax Equalization)

Inspected -

Remarks - Sale contained residence and out bldg. estimated value of bldgs by tax equalization board at \$9,300 or a land value of \$4,570 as if vacant

Condition of Sale - Arms length

RECORDED RIGHT OF WAY NO. 27875-83

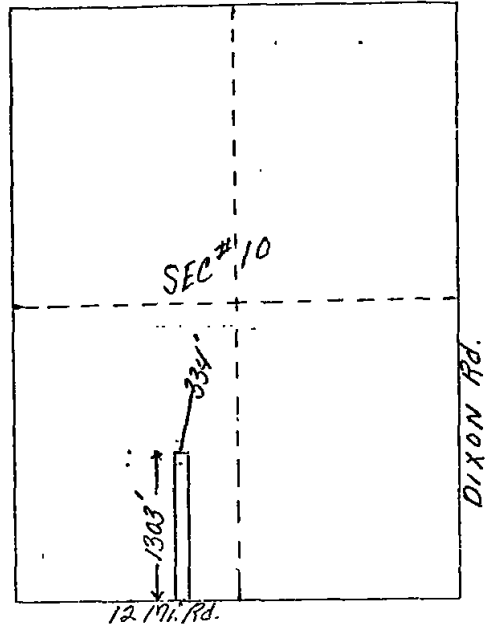
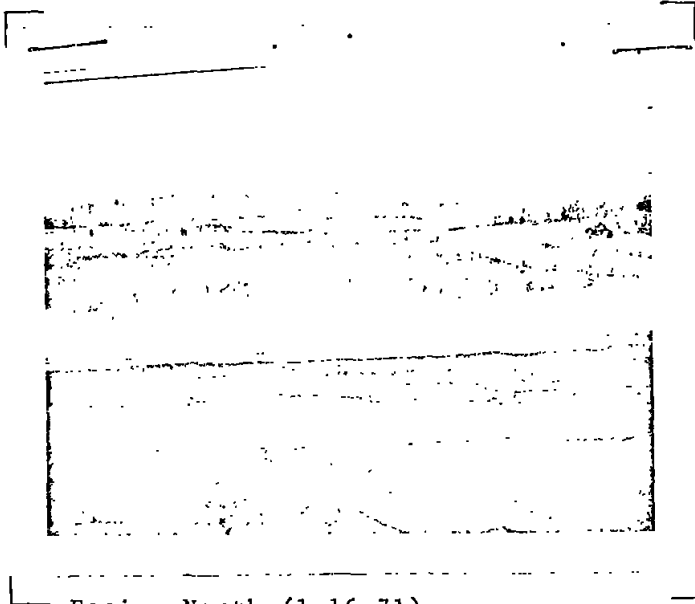
EXCESS PROPERTY
COMPARABLE INFORMATION

No. 12

Sale Date March 1969
Taken by R. Maltby

Offering L.C. \$10,500 down & 7% Interest - 10 years

Sketch



Facing North (1-16-71)

Location - Fronts on 12 Mile Road approximately .58 miles west of Dixon Rd.

Legal Description - West 10 ac. of E 26 ac of S 40 ac. of E 1/2 of SW 1/4 of Sec 10
City of Novi, Oakland

Zoning - R-1-F small farms

Area - 10 acres

Shape - Rectangular 394.5 ft. x 1320 ft.

Topography - rolling - vacant

Utilities - No water or sewer, no plans

Price - \$42,000 Indicated Unit Price _____ Sq. Ft. \$4,200 Acre _____ FF

Seller - Moore

Purchaser - Bains Cole

Verified - Larry McKnight (tax equalization board)

Inspected - February 17, 1971 By: R. Maltby

Remarks -

RECORDED RIGHT OF WAY NO. 29775 703

STATEMENT OF LIMITING CONDITIONS

The legal description furnished is assumed to be correct.

I assume no responsibility for matters legal in character nor do I render any opinion as to the title, which is assumed to be good. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear and is under responsible ownership and competent management.

The sketches in this report, are included to assist the reader in visualizing the property. I have made no survey of the property and assume no responsibility in connection with such matters.

I believe to be reliable the information, identified in this report, as being furnished to me by others, but I assume no responsibility for its accuracy.

Possession of this report does not carry with it the right to be used for any purposes by any but the Michigan Department of State Highways without the written consent of the Department and in any event only with proper qualifications.

The distribution of the total valuation in this report between land and improvements applies under the existing program of Utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

I have no present or contemplated interest in said property. My salary is in no way contingent upon the value reported. Any photographs attached hereto were taken as of the date stipulated and represent the property in its condition at that time.

(Date) 3-1-71 (Signed) _____
Richard Maltby

RECORDED HIGHWAY DEPT. NO. 27875 23

Qualifications of Richard Maltby

EDUCATION:

1. Graduated from Everett High School - 1940 - Lansing, Michigan
2. Studied 3 years for Steam Engineering License while on the job training - Bethlehem Steamship Lines, Cleveland, Ohio - 1940 through 1942
3. One Year Lansing Community College - Business Administration - 1947
4. Completed two different courses in Estate Planning in Life Insurance - Metropolitan Life Insurance Co., New York City, New York
5. Completed Courses #1 and #2 Real Estate Appraisal and Real Estate Law - University of Michigan, Ann Arbor, Michigan
6. Completed Courses #1 and #2 Real Estate Appraisal by the American Institute of Appraisers - University of Wisconsin - and Michigan State University - 1963 and 1965

EXPERIENCE:

1. Four years as a real estate salesman - 1950 through 1954 - Real Estate Mart, Lansing, Michigan
2. Self-employed real estate broker - 1954 through 1960 - Maltby Realty, Lansing, Michigan
3. Right of Way Agent for the Michigan Department of State Highways - 1961 through 1964
4. Staff appraiser for the Michigan Department of State Highways, doing appraisals and reviewing appraisals of various type properties throughout the State of Michigan. I am at the present time in possession of a Real Estate Broker License, issued by the State of Michigan.

RECORDS SECTION OF WPA NO. 27875 P3

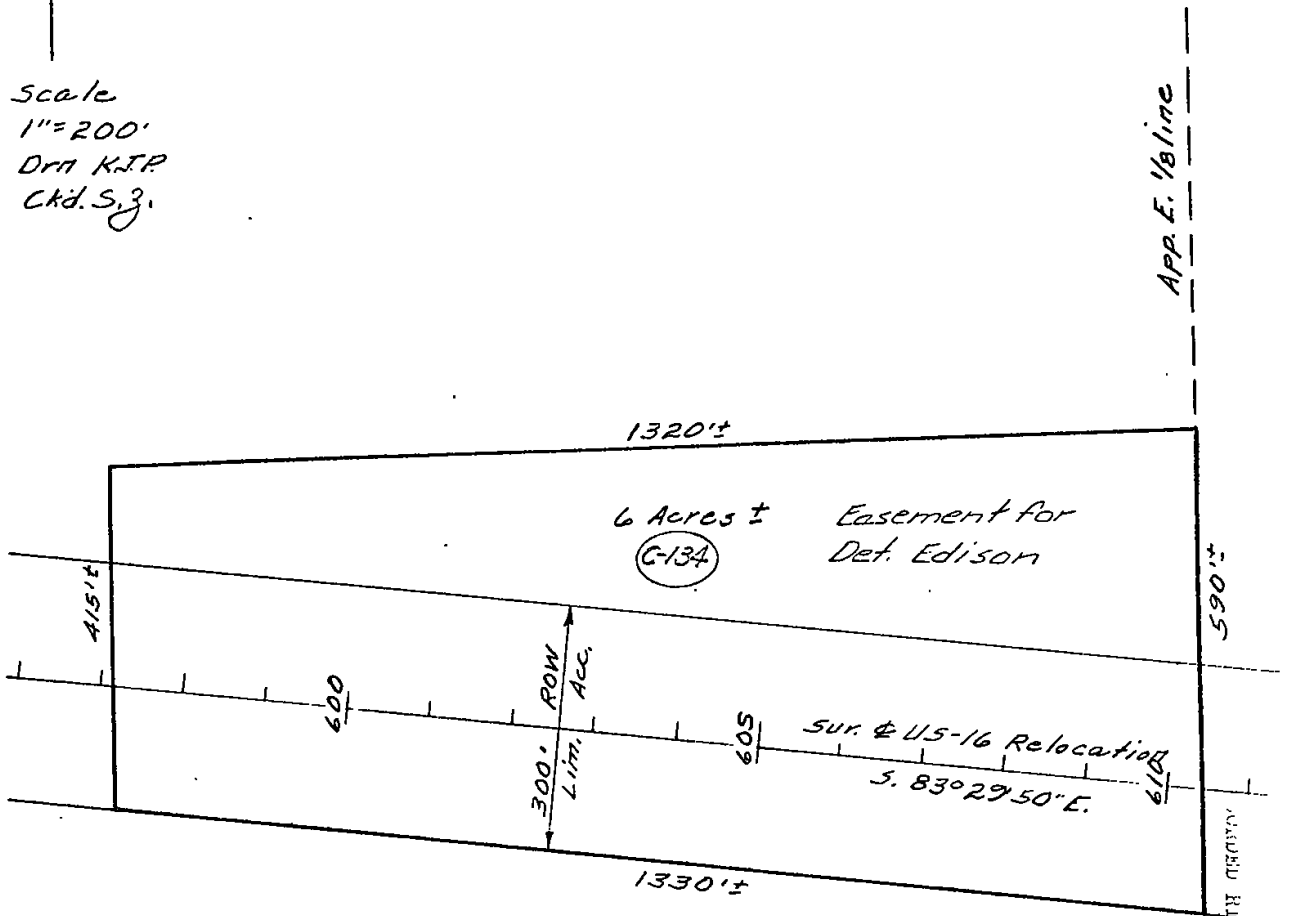
N



Scale
1" = 200'
Dwn K.J.P.
Ckd. S.J.

Sec. 14 T1N, R8E
Village of Novi
OAKLAND CO.

CONTROL 63022
PROJECT 63-29
PARCEL C-134

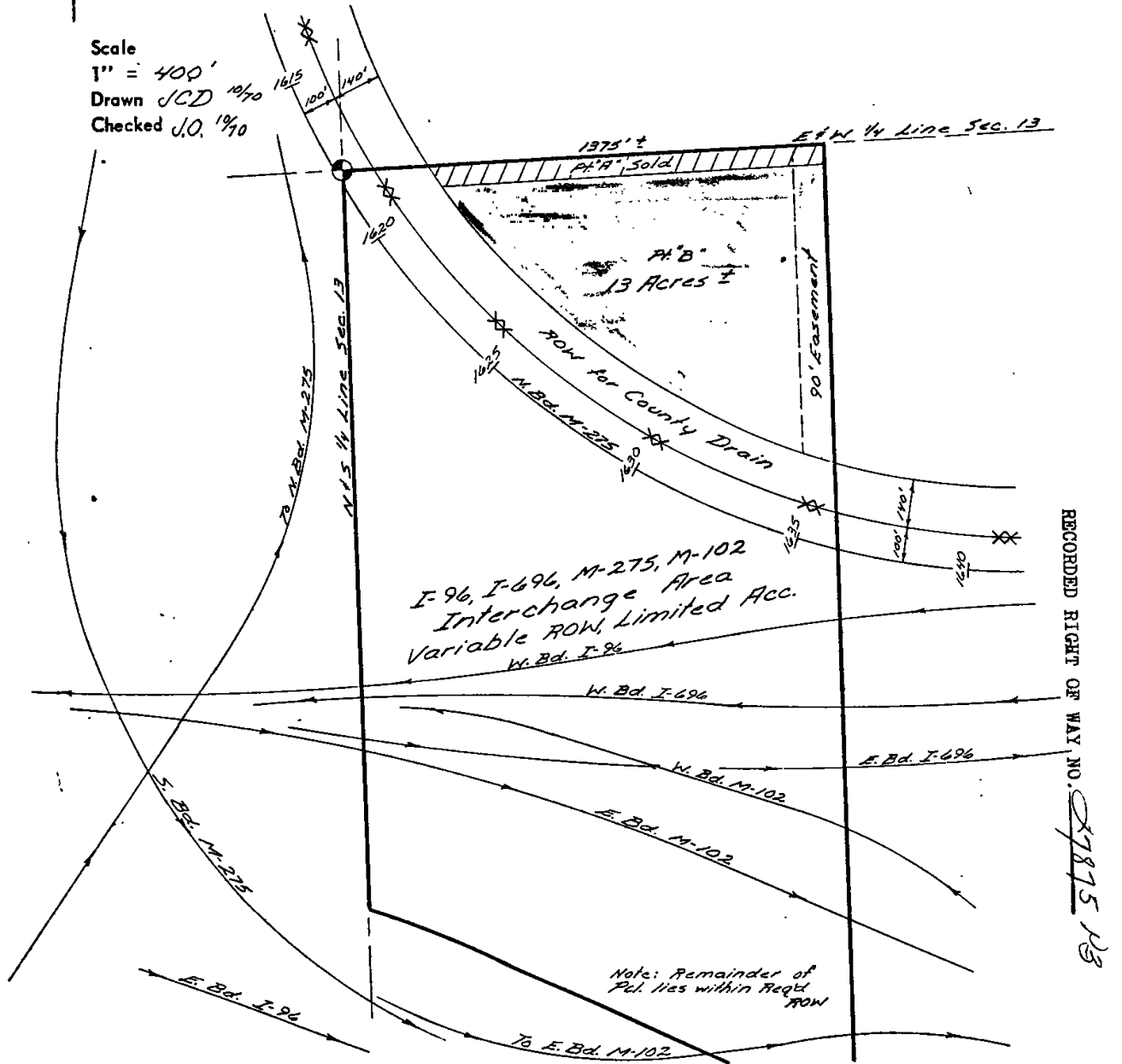


City of Novi
Oakland County

Control- 63022
Project ———
Parcel- 139



Scale
1" = 400'
Drawn JCD 10/70
Checked J.O. 10/90



I-96, I-696, M-275, M-102
Interchange Area
Variable ROW, Limited Acc.

RECORDED RIGHT OF WAY NO. 87875 1B

Note: Remainder of
Parcel lies within Reg'd
ROW

②

Control 63022
Project 63-29
Parcels C-136 (Pt. A), 201
Control 63191A
Parcel C-116

LEGAL DESCRIPTION

All that part of the Southwest 1/4 of Section 13, T1N, R8E, City of Novi, Oakland County, Michigan, which lies Northerly of a line described as: beginning at a point which is South 03 deg. 05' 12" East (along the West line of said Section 13) a distance of 727.98 feet and North 86 deg. 54' 48" East a distance of 69.17 feet from the West 1/4 corner of said Section 13; thence South 08 deg. 16' 53" East a distance of 317.21 feet; thence South 03 deg. 57' 59" East a distance of 137.43 feet; thence South 88 deg. 24' 48" East a distance of 207.83 feet; thence North 84 deg. 13' 11" East a distance of 285.85 feet; thence North 73 deg. 43' 11" East a distance of 285.85 feet; thence North 63 deg. 13' 11" East a distance of 285.85 feet; thence North 52 deg. 43' 11" East a distance of 285.85 feet; thence North 42 deg. 13' 11" East a distance of 285.85 feet to a point of ending, and which lies Southerly of a line described as: beginning at a point on the West line of said Section 13, which is 772.00 feet Southerly of West 1/4 corner of said Section 13; thence Easterly a distance of 1367.57 feet to an iron bar in an old fence line, said iron bar being 777.00 feet Southerly of (measured along said fence) from the said East and West 1/4 line of said Section 13; thence continuing Easterly along said line, extended, a distance of 200 feet to a point of ending.

Fluid mineral and gas rights are included with the above description.

There shall be no right of direct ingress or egress from Meadowbrook Road, the I-96, I-696 and M-275 Interchange area or the connecting ramps to and from and between the lands herein described.

Contains 10 acres, more or less.

RECORDED RIGHT OF WAY NO. 27875 03

2

Control 63022
Project 63-29
Parcels 115, C-131, C-132

LEGAL DESCRIPTION

All that part of the West 1/2 of the Southeast 1/4 of Section 15, T1N, R8E, City of Novi, Oakland County, Michigan, which lies Northerly of a line 150 feet Northerly of (measured at right angles) and parallel to a line described as: beginning at a point on the East line of said Section 15, which is South 02 deg. 05' 50" East a distance of 476.9 feet from the East 1/4 corner of said Section 15; thence North 83 deg. 29' 50" West a distance of 2500 feet to a point of ending.

Fluid mineral and gas rights are included with the above description.

There shall be no right of direct ingress or egress from Highway I-96 to and from and between the lands herein described.

Contains 1.3 acres, more or less.

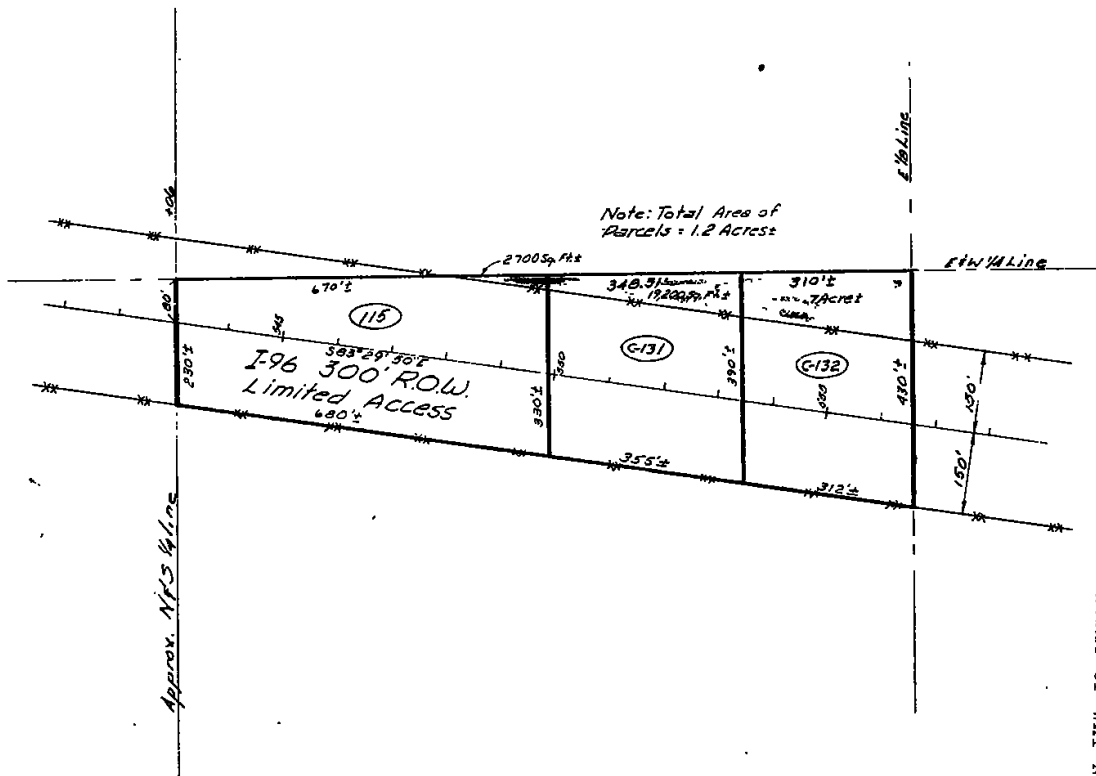
RECORDED RIGHT OF WAY NO. 27595-13



Section 15, T1N, R8E
Village of Novi
Oakland County

Control-63022
Project-63-29
Parcels-115, C-131,
C-132

Scale
1"=300'
Dwn-M.C.L. 7/64
Ck'd.-DS/64



RECORDED RIGHT OF WAY NO. 37875103

4

Control 63022
Project 63-29
Parcels C-133 Pt. A, 134,
179 Pt. C

DESCRIPTION

All that part of the North 1/2 of the Southwest 1/4 of Section 14, T1N, R8E, City of Novi, Oakland County, Michigan, described as:

Beginning at a point on the North and South 1/4 line of said Section 14 which is South a distance of 528.00 feet from the center 1/4 corner of said Section 14; thence continuing South-erly along said North and South 1/4 line a distance of 222.61 feet to an iron; thence Northwesterly along a line making a Northwesterly angle of 81 deg. 13' 15" with the last described line, said line also being the North line of I-96, a distance of 1891.17 feet; thence Northwesterly along a line deflecting to the right 11 deg. 09' 08" from the last described line, a distance of 769.67 feet to an iron in the Easterly right-of-way line of Novi Road; thence Northerly along said Easterly right-of-way line, making a Northwesterly angle of 117 deg. 37' 35" with the last described line, a distance of 15.07 feet to an iron; thence Southeasterly along a line, making a Southeast-erly angle of 73 deg. 31' 33" with the last described line, a distance of 1273.06 feet to an iron; thence continuing South-easterly along a line deflecting to the left 02 deg. 20' 39" from the last described line, a distance of 1344.98 feet to the point of beginning.

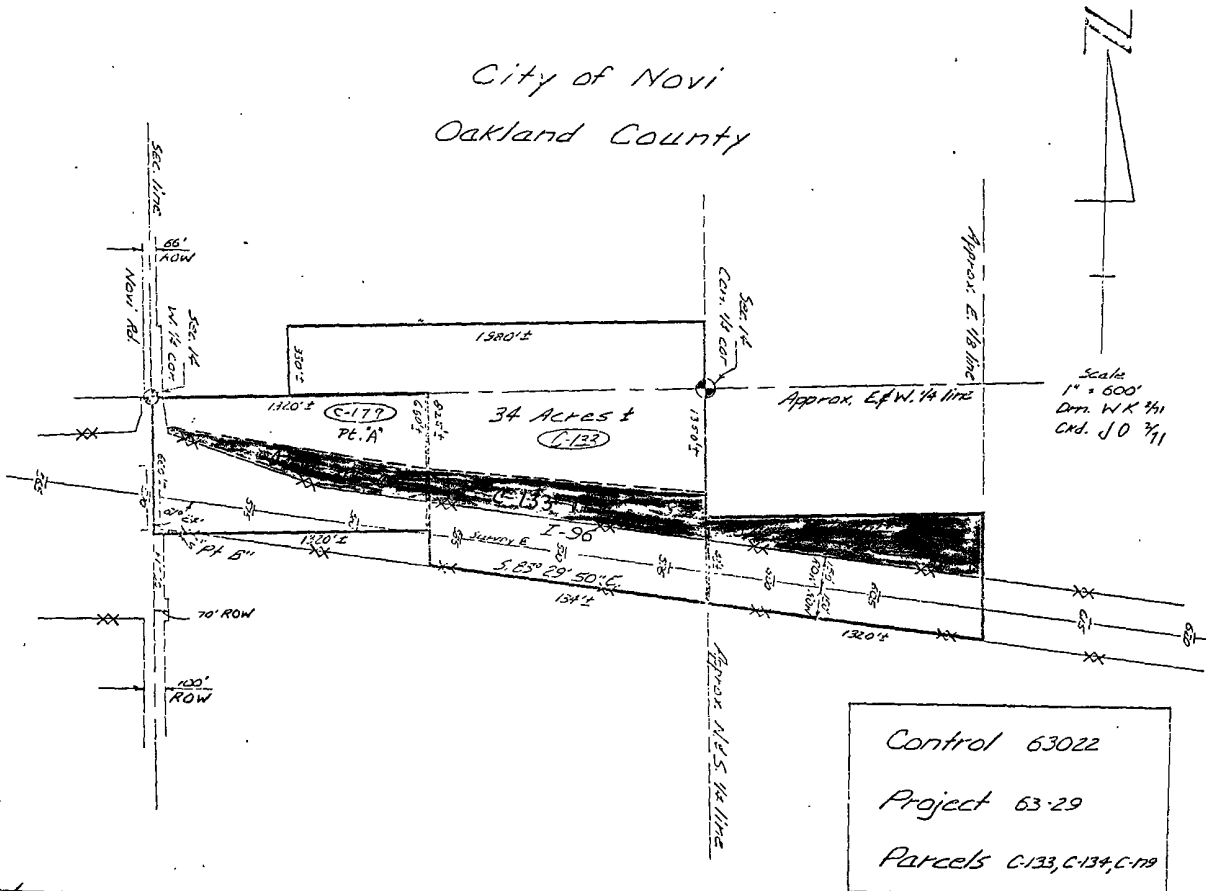
Also all that part of the South 60 acres of the West 1/2 of the Southeast 1/4 of said Section 14, which lies Northeasterly of a line 150 feet North-easterly of (measured at right angles) and parallel to a line described as: beginning at a point on the East line of said Section 14 which is North 03 deg. 06' 50" West a distance of 1319.08 feet from the Southeast corner of said Section 14; thence North 83 deg. 29' 50" West a distance of 3000 feet to a point of ending.

There shall be no right of direct ingress or egress from Novi Road, the I-96 Novi Road Interchange area, or the connecting ramps to and from and between the lands herein described.

Contains 15 acres, more or less.

RECORDED ALIQUOT OR MAY NO. 27875
73

City of Novi
Oakland County



RECORDED RIGHT OF WAY NO. 178158

13

Control 63022
Project 63-29
Parcels C-133 Pt. A, 134,
179 Pt. C

DESCRIPTION

All that part of the North 1/2 of the Southwest 1/4 of Section 14, T1N, R8E, City of Novi, Oakland County, Michigan, described as:

Beginning at a point on the North and South 1/4 line of said Section 14 which is South a distance of 528.00 feet from the center 1/4 corner of said Section 14; thence continuing South-erly along said North and South 1/4 line a distance of 222.61 feet to an iron; thence Northwesterly along a line making a Northwesterly angle of 81 deg. 13' 15" with the last described line, said line also being the North line of I-96, a distance of 1891.17 feet; thence Northwesterly along a line deflecting to the right 11 deg. 09' 08" from the last described line, a distance of 769.67 feet to an iron in the Easterly right-of-way line of Novi Road; thence Northerly along said Easterly right-of-way line, making a Northwesterly angle of 117 deg. 37' 35" with the last described line, a distance of 15.07 feet to an iron; thence Southeasterly along a line, making a Southeast-erly angle of 73 deg. 31' 33" with the last described line, a distance of 1273.06 feet to an iron; thence continuing South-esterly along a line deflecting to the left 02 deg. 20' 39" from the last described line, a distance of 1344.98 feet to the point of beginning.

Also all that part of the South 60 acres of the West 1/2 of the Southeast 1/4 of said Section 14, which lies Northeasterly of a line 150 feet North-easterly of (measured at right angles) and parallel to a line described as: beginning at a point on the East line of said Section 14 which is North 03 deg. 06' 50" West a distance of 1319.08 feet from the Southeast corner of said Section 14; thence North 83 deg. 29' 50" West a distance of 3000 feet to a point of ending.

There shall be no right of direct ingress or egress from Novi Road, the I-96 Novi Road Interchange area, or the connecting ramps to and from and between the lands herein described.

Contains 15 acres, more or less.

5MS1063-10

5MS1063-11
C-134

SEE
SECRET
ATTACHES

checked
ORD
3-24-71

OK
3/24/71

RECORDED RIGHT OF WAY NO. 27875-123

The Detroit Edison Company

-2-

March 26, 1971

and save State harmless from and against any and all claims for injury or death to any person or persons and for damage to any property which is caused by or arises out of the negligence or improper construction or maintenance of said roadway within the lands herein described.

Further, said contractor or contractors engaged by Edison for said transmission line construction purposes shall maintain public liability insurance acceptable to State with coverage including the contractual liability assumed hereunder, Bodily Injury Liability Insurance in the amounts of at least Two Hundred Thousand (\$200,000) Dollars for injury or death to one person and Five Hundred Thousand (\$500,000) Dollars for injury or death to two or more persons resulting from any one accident and Property Damage Liability Insurance in the amounts of One Hundred Thousand (\$100,000) Dollars each accident and Two Hundred Thousand (\$200,000) Dollars aggregate.

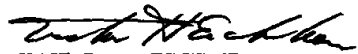
c. No entry is to be made on aforesaid lands by Edison or its contractor or contractors unless prior to such entry evidence of the aforementioned insurance is delivered to the Michigan Department of State Highways, Right of Way Division, Post Office Drawer K, Lansing, Michigan 48904. However, it is expressly understood that the liability imposed upon said contractor or contractors shall be in no way restricted or released by reason of such insurance.

Further, Edison or its contractor or contractors shall notify the Southfield District Utilities Engineer of their plans at least five days prior to actual entry.

The right of entry upon subject properties is predicated on the acceptance of the above conditions and receipt of the authorized acceptance and evidence of insurance in this office.

If this letter permit and right of entry meets with your approval, please sign the acceptance in the lower left-hand corner and return copy to us.

Very truly yours,



VICTOR H. EICHHORN
Right of Way Officer

ACCEPTED

THE DETROIT EDISON COMPANY

By: [Signature]
Title Vice President

Date: April 1, 1971

RECORDED RIGHT OF WAY NO. 27875 103

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

February 16, 1972

MEMORANDUM TO:

MR. HARRIS R. SYMES
Secretary
510 General Offices

Re: 1) Annual Rental Agreement 2) Two Rights of Entry from the Michigan Department of State Highways to The Detroit Edison Company - North 1/2 of Southwest 1/4 of Section 14, City of Novi, Oakland County, Michigan (Portion of Wixom-Sunset and Sunset-Hancock Corridors)

1) Rental Agreement (M.D.S.H. Control 63022-C) - Annual Rental Agreement dated December 21, 1971. The effective date of this agreement is August 1, 1971 with an annual consideration of \$4,200.00

- 2) Rights of Entry
 - a) Control 63022-C - Right of Entry from the M.D.S.H. to enter lands covered by the above rental agreement
 - b) Control 63191A - This right of entry from the M.D.S.H. is to enter and construct portion of Wixom-Sunset and Sunset-Hancock Corridors.

The parcels which are the subject of this right of entry have been secured by the M.D.S.H. for transfer to Edison. They will be the subject of a property exchange which will occur at a later date.

There was no consideration involved with the rights of entry.

This agreement and the rights of entry were negotiated by John A. Haddow.

SENT BY _____
RECEIVED _____
DATE _____
CHECKED BY <i>Q. Evans</i>

Robert R. Cunningham
 Robert R. Cunningham
 Supervisor of Real Estate

- JAH/mid
 Attachments
 cc: RQ. Duke
 E. T. Colling
 G. R. Keast
 B. H. Schneider
 J. Siergiej *J.*

- F. Smith
- F. Warmbier
- J. S. Wenger
- J. C. Wetzell

RECORDS CENTER
RECEIVED FEB 18 1972
TICKETS MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 27875 23

**Detroit
Edison**

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

R/W
27875

July 9, 1976

Mr. Joseph P. Mleko, Manager
Accounting Section
Financial Services Division
Department of State Highways
and Transportation
P. O. Drawer K
Lansing, Michigan 48904

Gerald L. Willcutt
Cost & Billing Unit

Rental Agreement No. 71-0266
Control 63022C, City of Novi
Parcels C-133, C-134, C-179

Gentlemen:

Per your request, enclosed is a current certificate of insurance
for the Rental Agreement.

The policy covered by the certificate expires December 5, 1976
and we therefore have marked our records to provide you with a
renewal certificate prior to December 5, 1976.

Very truly yours,



A. Herbert Johnson
Administrator - Corporate Insurance

AHJ:el

cc: JAHaddow R/W file 27875
Records Center ✓

RECORDED FROM THE FILE NO.

27875

p 3

CERTIFICATE OF INSURANCE

ISSUED BY (TYPE FULL NAME OF INSURING COMPANY)
 The Home Insurance Company

This is to Certify, that policies in the name of

THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY NOR NEGATIVELY STATE, EXTENDS OR ALTERS THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED HEREIN.

NAMED INSURED and ADDRESS
 The Detroit Edison Company
 2000 Second Avenue
 Detroit, Michigan 48226

are in force at the date hereof, as follows:

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			BODILY INJURY	PROPERTY DAMAGE
WORKMEN'S COMPENSATION		Eff. Exp.	Provided by Workmen's Compensation Law - State of Michigan NIL	
COMPREHENSIVE GENERAL LIABILITY	HEC 449-52-92	Eff. 12/5/73 Exp. 12/5/76	\$ * ,000 Each occurrence \$ * ,000 Aggregate	\$ * ,000 Each occurrence \$ * ,000 Aggregate
MANUFACTURERS' AND CONTRACTORS' LIABILITY		Eff. Exp.	\$,000 Each occurrence	\$,000 Each occurrence
OWNERS', LANDLORDS' & TENANTS' LIABILITY	Included in above policy	Eff. Exp.	\$ " ,000 Each occurrence	\$ " ,000 Aggregate
CONTRACTUAL LIABILITY	Included in above policy	Eff. Exp.	\$ " ,000 Each occurrence	\$ " ,000 Aggregate
AUTOMOBILE LIABILITY <input type="checkbox"/> Owned Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-Owned Automobiles		Eff. Exp.	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence
COMPREHENSIVE AUTO-MOBILE LIABILITY		Eff. Exp.	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence
OTHER:		Eff. Exp.		

* \$1,000,000 single limit of liability - bodily injury and property damage combined.

RE: Rental Agreement No. 71-0266

In the event of cancellation of said policies or a reduction in the limits of liability, the company will ~~cancel~~ give 30 days written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation or liability upon the company.

CERTIFICATE ISSUED TO:

Frank B. Hall & Company

NAME AND ADDRESS
 Department of State Highways and Transportation
 Post Office Drawer K
 Lansing, Michigan 48904

7/7/76
 DATED

Arthur J. Joda
 AUTHORIZED REPRESENTATIVE

RECORDED 27875-83

January 18, 1972

Mr. Leonard Farr
Michigan Department of State
Highways
State Highway Building
Post Office Drawer (K)
Lansing, Michigan 48904

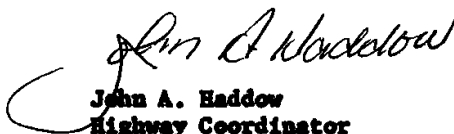
Dear Mr. Farr:

Re: Rental Agreement - Control 63022C.
Parcels C-133, C-134 and C-179, City
of Novi.

Enclosed is The Detroit Edison Company Check No. 44 in the amount of \$4,200.00.

This amount represents the annual rental due as stipulated in the rental agreement dated December 21, 1971.

Yours very truly,



John A. Haddow
Highway Coordinator
Real Estate and Rights of Way Dept.

JAH/gmc
Enclosure

CERTIFIED MAIL

RETURN RECEIPT REQUESTED


RECORDED RIGHT OF WAY NO. 27875 123

GM 01-13-72

JANUARY 7 \$4,200.00 INVOICE NUMBER 48217

ANNUAL RENTAL AGREEMENT FOR STATE LANDS (PORTION OF WIXOM-SUNSET
CORRIDOR) CITY OF NOVI. OAKLAND COUNTY - EDISON PARCEL #19
(STATE PARCELS C179; C133; C134)
ANNUAL RENTAL.....\$4,200.00
EFFECTIVE DATE OF AGREEMENT
AUGUST 1, 1971 - DECEMBER 31, 1971.....\$1,750.00
JANUARY 1, 1972 - AUGUST 1, 1972.....\$2,450.00
\$4,200.00

REMITTANCE FROM THE DETROIT EDISON CO. PLEASE DETACH CHECK BEFORE DEPOSITING

257064	THE DETROIT EDISON COMPANY 2000 SECOND AVENUE DETROIT, MICHIGAN 48226 GENERAL ACCOUNT	9-9 720
THE DETROIT BANK AND TRUST COMPANY DETROIT, MICHIGAN	DATE JAN 13 1972	CHECK NUMBER D 44
PAY TO THE ORDER OF	DETROIT EDISON \$4,200 and 00 cts	\$4,200.00
MICHIGAN DEPARTMENT OF STATE HIGHWAYS STATE HIGHWAY BUILDING POST OFFICE DRAWER "K" LANSING, MICHIGAN 48904	 AUTHORIZED SIGNATURE AUTHORIZED COUNTER SIGNATURE	
⑆0720⑈0009⑆ 0001⑈00483⑈7⑈		

RECORDED RIGHT OF WAY NO. 2875 23

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
State Highway Building
Post Office Drawer "K"
Lansing, Michigan 48904

48217

January 7, 1972

January 12, 1972

Annual rental agreement for State lands (Portion of Wixom-Sunset Corridor) City of Novi,
Oakland County - Edison Parcel #19 (State Parcels C179; C133; C134)

Annual Rental-----\$4,200.00

Effective date of agreement

August 1, 1971 - December 31, 1971----\$1,750.00

January 1, 1972 - August 1, 1972----- 2,450.00

\$4,200.00

767 AC 648

\$4,200.00

Negotiated by: John A. Haddow

\$4,200.00

John A. Haddow/mld

Robert R. Cunningham - 302 General Offices

MEMORANDUM:

Purchase requested by: B. H. Schneider, System Engineering Department (See note)

Location: Part of the North 1/2 of the Southwest 1/4 of Section 14, City of Novi,
Oakland County

To be used for: Sunset-Wixom Corridor

Consists of: Approximately 13 acres

Appraisal: A review of the consideration was conducted by Mr. C. W. Layton, Lands
Appraiser and he established the consideration to be logical.

Note: This rental will continue until the fee shall be declared excess by the
Michigan Department of State Highways

Negotiated by: John A. Haddow

RECORDED RIGHT OF WAY NO. 87875 P3

REQUEST FOR CHECK
DE FORM TR 3 3-69

THE DETROIT EDISON COMPANY

N^o 48217

PAY TO (NAME AND ADDRESS INCL ZIP CODE)

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
State Highway Building
Post Office Drawer "K"
Lansing, Michigan 48904

INVOICE NO.

DATE OF REQUEST

January 7, 1972

REQUESTED CHECK DATE

January 12, 1972

CONTRACT NO.

STATE WHAT PAYMENT IS FOR (ATTACH COPY IF REQUIRED BY PAYEE)

Annual rental agreement for State lands (Portion of Wixom-Sunset Corridor) City of Novi, Oakland County - Edison Parcel #19 (State Parcels C179; C133; C134)

Annual Rental-----\$4,200.00

Effective date of agreement

August 1, 1971 - December 31, 1971----\$1,750.00

January 1, 1972 - August 1, 1972----- 2,450.00

\$4,200.00

VENDOR CODE	
TAX CODE	USE/SALES TAX OR P/A
DISC CODE	CASH DISCOUNT AMT.
FREIGHT	ADD'L CHG
ADDITIONAL CHARGE AMT	AUDITED

ACCOUNT NAME	ITEM	WORK ORDER	AMOUNT
	01	787 AC 648	\$4,200.00
	02		
	03		
	04		
		TOTAL AMOUNT	\$4,200.00
PREPARED BY	APPROVED		
APPROVED FOR PAYMENT	AUDITED		

Negotiated by: John A. Haddow

PREPARED BY

John A. Haddow
John A. Haddow/mld

APPROVED

APPROVED FOR PAYMENT

M. J. Arnold

AUDITED

CHECK TO BE MAILED

SEND CHECK TO

Robert R. Cunningham - 302 General Offices

MEMORANDUM:

Purchase requested by: B. H. Schneider, System Engineering Department (See note)

Location: Part of the North 1/2 of the Southwest 1/4 of Section 14, City of Novi,
Oakland County

To be used for: Sunset-Wixom Corridor

Consists of: Approximately 15 acres

Appraisal: A review of the consideration was conducted by Mr. C. W. Layton, Lands
Appraiser and he established the consideration to be logical.

Note: This rental will continue until the fee shall be declared excess by the
Michigan Department of State Highways

Negotiated by: John A. Haddow

RECORDED RIGHT OF WAY NO. 27875 23

November 22, 1971

Mr. Leonard Farr
Michigan Department of State Highways
State Highway Building
Post Office Drawer "K"
Lansing, Michigan 48904

Dear Mr. Farr:

Re: Rental Agreement - Control 63022C -
Detroit Edison Company Project -
Wixom-Sunset Corridor, City of Novi

Enclosed are two executed copies of the rental agreement covering the above captioned control.

When you have received the State Administrative Board's approval, I will forward to you our check covering the annual rental.

Yours very truly,

John A. Haddow

Lights of Way Dept.

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.	
<input type="checkbox"/> Show to whom, date and address where delivered	<input type="checkbox"/> Deliver ONLY to addressee

RECEIPT
Received the numbered article described below.

REGISTERED NO.	SIGNATURE OR NAME OF ADDRESSEE (Must be printed in)
CERTIFIED NO. 155498	STATE OF MICHIGAN
INSURED NO.	LANSING, MICHIGAN 48913
DATE DELIVERED	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
	NOV 24 1971
	SHOW WHERE DELIVERED (only if requested)
	<i>John M. Haddow</i>
	STATE POSTMASTER

JAH: Farr (Rental - Control 63022C) Novi

65-16-71548-11 347-108 GPO

RECORDED RIGHT OF WAY NO. 27875 103

COMMISSION:
CHARLES H. HEWITT,
CHAIRMAN
LOUIS A. FISHER,
VICE CHAIRMAN
E. V. ERICKSON
CLAUDE J. TOBIN

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STATE HIGHWAYS BUILDING - POST OFFICE DRAWER K - LANSING, MICHIGAN 48904

HENRIK E. STAFSETH, DIRECTOR

October 26, 1971

Mr. John Haddow
Assistant Highway Coordinator
Property and Rights of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

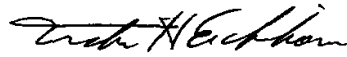
Dear Mr. Haddow:

XS - Control 63022, Project 63-29, Parcels C-179 Pt. C,
C-133 Pt. A, and C-134 - Proposed Rental Agreement
No. 71-0266

We have reviewed the copy of the Detroit Edison Company Excess Liability Policy which you submitted to us, and find that it will satisfy Section 5 of the above noted agreement.

Upon receipt of the agreement, properly executed, we will submit same for final approval.

Very truly yours,


VICTOR H. EICHHORN
Right of Way Officer



RECORDED RIGHT OF WAY NO. 57875 23

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

MANAGER OF ENGINEERING

Real Estate and Rights of Way Department

March 23, 1971

1971 MAR 23 PM 2 45

*BHS,
pls pass comments
directly to Haddow
310 GO*

MEMORANDUM TO:

MR. GEORGE SPENCER
General Superintendent
Transmission and Distribution Department
632 General Offices

MR. CHARLES HEIDEL
Manager of Engineering - General
System Engineering
539 General Offices

J. S. WENGER

MAR 29 1971

Re: Wixom/Sunset Corridor right of entry on Michigan Department State
Highways Excess Lands, Oakland, County.

The Transmission and Distribution Department & System Engineering Department have requested a right of entry on apparent excess lands which are part of the Wixom/Sunset Corridor.

The Insurance Department has indicated item No. 5 is acceptable.

The necessary state permits have been applied for and the description of the state parcels are being reviewed.

Before the final acceptance by Mr. Robert W. Lundgren, Vice President, I request that you review the balance of the terms and conditions of the right of entry and indicate your acceptance of their proposal.

Yours very truly,

John A. Haddow

John A. Haddow
Real Estate and Rights of Way Dept.

JAH/gld
Enclosure

A B HARRIS

MAR 30 1971

[Handwritten signature]
[Handwritten signature]

*The enclosed is acceptable to
System Department.
EJ's*

*By Conrad 3/30/71
John S Wenger 3-30-71*

RECORDED RIGHT OF WAY NO. 27875 B3

October 14, 1971

Mr. Leonard Farr
Excess Property Section
State Highway Building
Post Office Drawer "K"
Lansing, Michigan 48904

Dear Mr. Farr:

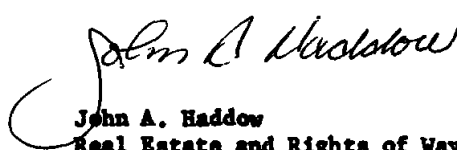
Re: Proposed lease agreement portion of
Michigan Department of State Highways
excess lands adjacent to I-96 & Control
63022 - Parcels C-179C, C133A and C134

I am enclosing for your review a copy of The Detroit Edison Company certificate of insurance covering the proposed lease agreement.

The certificate is the standard form which is issued by The Detroit Edison Company.

Will you please advise me if you find this form acceptable.

Yours very truly,


John A. Haddow
Real Estate and Rights of Way Dept.

JAH/mld

Enclosure

RECORDED RIGHT OF WAY NO. 27875 123



CERTIFICATE OF INSURANCE

ISSUED BY

THE HOME INSURANCE COMPANY

THE HOME INDEMNITY COMPANY

This is to Certify, that policies in the name of

NAMED INSURED and ADDRESS

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			BODILY INJURY	PROPERTY DAMAGE
WORKMEN'S COMPENSATION		Eff. Exp.	Provided by Workmen's Compensation Law—State of NIL	
* COMPREHENSIVE GENERAL LIABILITY	HEC 9-91-95-71	Eff. 12-5-70 Exp. 12-5-73	\$ 100,000 Each person \$ 50,000 Each occurrence \$,000 Aggregate	\$ 300,000 Each occurrence \$ 50,000 Aggregate
MANUFACTURERS' AND CONTRACTORS' LIABILITY		Eff. Exp.	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence \$,000 Aggregate
* OWNERS', LANDLORDS' & TENANTS' LIABILITY	Included Above	Eff. Exp.	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence \$,000 Aggregate
* CONTRACTUAL LIABILITY	Included Above	Eff. Exp.	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence \$,000 Aggregate
AUTOMOBILE LIABILITY <input type="checkbox"/> Owned Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-Owned Automobiles		Eff. Exp.	\$,000 Each person \$,000 Each accident	\$,000 Each accident
COMPREHENSIVE AUTO-MOBILE LIABILITY		Eff. Exp.	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence
OTHER:		Eff. Exp.		

In the event of cancellation of said policies or a reduction in the limits of liability, the company will ~~therein~~ ^{(10) ten day} give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation or liability upon the company.

CERTIFICATE ISSUED TO:

NAME AND ADDRESS

Michigan State Highway Commission

10-12-71
DATED

BYRNES + McCAFFREY, INC.

Arthur E. Jordan
AUTHORIZED REPRESENTATIVE

RECORDED RIGHT OF WAY NO. 27875

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

October 5, 1971

Memorandum to: Mr. J. Haddow
Real Estate & Rights of Way
302 G.O.

Subject: Michigan State Highway Commission
Detroit Edison Company Agreement
Rental of Property

We have reviewed the insurance provisions of the captioned and ask that the following be substituted:

5. Provide, during the annual rental term, comprehensive general liability insurance with \$100,000.00/\$300,000 limits in accordance with provision of Act 170, Public Acts of 1964, as amended, and shall, upon notice of the approval of this agreement, forward to the Commission a certificate of insurance indicating such coverage, specifying this agreement, showing the limits required, and including Contractual liability.

Our revision does two things. First, it eliminates mention of Owners' Landlords' and Tenants' liability. This coverage is included in the term comprehensive general liability. We would have no objection, however, if they insisted it be included.

Second, we do not name the Commission as co-insured. Many of our other contractors have also requested that we do this. To date, Edison still has never done this. We have been able to satisfy this request by including an indemnity agreement in the contract (Section 4) and by providing contractual liability.

Should there be any questions, do not hesitate to contact me.


J. P. Cooper
Insurance Director

RAH:e1

RECORDED RIGHT OF WAY NO. 17875 15

COMMISSION:
CHARLES H. HEWITT,
CHAIRMAN
LOUIS A. FISHER,
VICE CHAIRMAN
E. V. ERICKSON
CLAUDE J. TOBIN

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STATE HIGHWAYS BUILDING - POST OFFICE DRAWER K - LANSING, MICHIGAN 48904

HENRIK E. STAFSETH, DIRECTOR

September 28, 1971

*300-111-111111
111111*

Mr. John Haddow
Assistant Highway Coordinator
Property and Rights of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Haddow:

XS - Control 63022, Project 63-29, Parcels
C-179 Part C, C-133 Part A, and C-134

Enclosed is the proposed agreement between Detroit Edison Company and the State Highway Commission relative to Edison's use of the above noted Department owned properties for utility purposes.

Upon receipt of the original and three copies of the agreement, properly executed by the Detroit Edison Company, the agreements will be submitted to the State Highway Commission and State Administrative Board for final approval.

When final approval is received, you will be notified to submit payment in accordance with the terms of the agreement.

Should you have any questions regarding this transaction, please do not hesitate to contact us.

Very truly yours,

Victor H. Eichhorn
VICTOR H. EICHHORN
Right of Way Officer



RECORDED RIGHT OF WAY NO. 27875 13
11

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE
REAL ESTATE AND RIGHTS OF WAY DEPARTMENT

May 6, 1971

MEMORANDUM TO:

J. S. Wenger

Re: Right of Entries - Wixom Sunset Line, City of Novi
and Township of Farmington, Oakland County, Michigan

Attached are the Right of Entries with the Michigan Department of State Highways negotiated by John Maddow, Highway Coordinator.

Right of Entry Covering State Access Lands; Exhibit (A)

The T&D Department advises that all crossing permits have been received and approved by the Michigan Department of State Highways as required under item 1 of conditions. Item 5, Parts C and D have been complied with.

The coordination of any tree removal within the limits of this project involving any State Highway Department lands must be coordinated by T&D with the Highway District Forester, Tim Chick.

Under item 4 it is expected that completion of negotiations for the purchase of the state lands will not be accomplished until after Company construction.

I, therefore, want to emphasize that any Company action which may be in conflict with M.D.S.H. policies should be avoided. Example - tree removal which has not been coordinated and the placement of guard poles.

Tree removal on Edison fee land should be selective and all logs, brush, cutting, etc. should be removed from the corridor.

RECORDED RIGHT OF WAY NO.

7875

AS

J. S. Wenger

- 2 -

May 6, 1971

Right of Entry Exchange Portion: Exhibit (B)

All of the conditions of the Right of Entry have been complied with. T&D must coordinate, with the district office of the Michigan Department of State Highways, all of their construction activities such as ingress and egress from I-696 and tree removal.

Mr. Bruce Conrad of System Engineering is working on the temporary relocation of the tower line in the vicinity of Grand River Avenue. It is essential a coordination clause be submitted to M.D.S.H. covering earth removal in the area of this temporary relocation as well as covering the entire Sunset/Wixom, Sunset/Hancock lines within the limits of the I-696, I-96, M-275 construction area.

R. R. Cunningham

REC:hb

Attachment

cc: M. F. Wider
W. Wiljanen

RECORDED RIGHT OF WAY NO. 27875/03

May 3, 1971

Mr. Leonard Farr
Michigan Department of State Highways
State Highway Building
Post Office Drawer "K"
Lansing, Michigan 48904

Dear Mr. Farr:

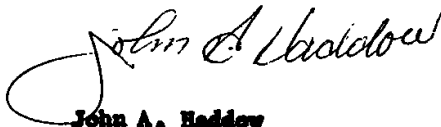
Re: Right of Entry - Control 63022-C
and 63191. Detroit Edison Project
Wixom-Sunset Corridor, City of Novi
and Farmington Township

Item C of the Right of Entry calls for proof of insurance from our contractor engaged in the line construction on the Wixom-Sunset Corridor.

Enclosed are copies of the Certificate of Insurance submitted by the contractor which meets the requirements of your right of entry.

We are still reviewing the agreement which is part of the right of entry and shall contact you in a few days.

Yours very truly,



John A. Haddow
Real Estate and Rights of Way Dept.

JAH/mld

Enclosures

RECORDED RIGHT OF WAY NO. 21975

FOR GENERAL USE
DE FORM MS 77 12-55

TO C. LAYTON

DATE 4-26-71

TIME

8715

PLEASE REVIEW THE M.I.S.H APPRAISAL FOR PARCELS
134,179 PART(C) CONTROL 63022C IN THE AMOUNT OF \$4,800. THIS
REPRESENTS THE ANNUAL RENTAL FOR THESE PARCELS, WHICH ARE
WITHIN THE FUTURE NOWI ROOM INTERCHANGE NOWI. MICH. PARCELS TO BE
USED FOR WIXOM/SUNSET 230K.4 CONSIDERATION

COPIES TO:

SIGNED

John A. Kukulow

REPORT

A review was made on the above captioned appraisal.
Based on the information and Market data contained therein,
the established rental of \$4,800 per year is logical.

DATE RETURNED

4-26-71

TIME

SIGNED

Charles Layton

EXCESS PROPERTY
Appraisal Review Report

Excess Parcel # 133, 134 & 179
Recipient Parcel # _____
Name of Recipient _____
Control Section 63022
X-2521

For Exchange

For Sale

Appraiser: _____

Appraiser: Richard Maltby

ESTIMATED MARKET VALUE OF EXCESS _____

ESTIMATED MARKET VALUE OF EXCESS ~~_____~~ Easement Effects \$84,000.00

ESTIMATED VALUE OF EXCESS TO RECIPIENT _____

ESTIMATED VALUE OF EXCESS TO RECIPIENT ~~_____~~ Rental of Easement area \$6,720.00 per year

DATE OF APPRAISAL _____

DATE OF APPRAISAL March 1, 1971

Description and area of Excess:

Land: 15 acres, more or less
(Part of 46-acre larger tract)

Improvements: Vacant, irregular in shape

Remarks: *Appraisal prepared on "Before and After" premise, based on 46-acre tract unencumbered and 46-acre tract encumbered by 15-acre easement for construction of high tension electric line.

RECORDED
RIGHT
OF
WAY
NO

Lansing Approval

Reviewers Approved _____ Reviewers Approved _____
Value of Excess \$4,800.00 per year Value to Recipient ---
Rental of Easement area

I certify that the above recommendations are based on a personal inspection of the property and a careful review of the appraisals thereon and I have to the best of my ability and knowledge determined that this compensation does not include payment for any non-compensable items as provided for by Michigan law. I have no direct or indirect present or contemplated future or personal interest in any such property or in any benefit from the acquisition of such property appraised; that this determination has been reached independently based on appraisals and other factual data without collaboration or direction with intent to defraud the Michigan Department of State Highways or Bureau of Public Roads.

Dates of Inspection March 19, 1971

Date: March 25, 1971 Reviewed by: William W. Mitchell Title: Supv., A. S. U.

William W. Mitchell

Date: _____ Approved by: _____ Title: _____

The purpose of this appraisal is to establish the annual rental applicable to a 15-acre portion of the subject 46-acre tract, which will be encumbered by an easement for the construction and maintenance of an electric high tension line.

In my opinion, Mr. Maltby has prepared a well-documented and acceptable appraisal. His estimated "Before and After" values assigned are well-supported and considered reasonable. Therefore, I concur in the values assigned, i.e.,

Before Value of 46-acre Tract-----	\$306,000.00
After Value of 46-acre Tract Encumbered-----	\$222,000.00
Difference-----	<u>\$84,000.00</u>

In establishing the estimated rental applicable to the easement encumbered lands, Mr. Maltby considered an 8% annual return on the \$84,000.00 easement costs to be applicable. In my opinion, an 8% annual return is acceptable. However, due to the fact that the subject is presently held in a state of limbo with its probable date of being available for sale uncertain, a discount to cover this factor would be necessary. (See attached memo from Mr. Leonard L. Farr, Assistant Manager, Excess Property Section.)

At the present time, no firm date can be determined which can be set for the release and sale of the subject tract. However, a 3 - 5 year period seems to be the span of time to elapse before any possible release of the subject would come about. Therefore, the present Market Value assigned by Mr. Maltby must be discounted to offset the time period before said value could be realized.

In my opinion, the present worth of the subject 3 - 5 years hence should be based on a 8% interest return. The factor for 3 years @ 8% is .7938. The factor for 5 years @ 8% is .6806. Thus; value of area effected by easement discounted 3 years is, (\$84,000.00 @ .7938) say \$66,700.00. Application of an 8% rate of return results in an adjusted annual rental of (\$66,700.00 @ 8%) is say \$5,350.00.

Value of area effected by easement discounted 5 years is (\$84,000.00 @ .6806) say \$57,000.00. Application of 8% annual return results in an adjusted annual rental of \$4,450.00.

Indicated range of rental applicable to the area effected by proposed easement encumbrance is from \$4,450.00 to \$5,350.00. In my opinion, a rental somewhat splitting the middle of the range would be reasonable. Therefore, in my opinion, an annual rental of \$4,800.00 per year or \$400.00 per month is applicable to the area to be affected by the easement encumbrance.

Real Estate and Rights of Way Department

March 23, 1971

MEMORANDUM TO:

MR. GEORGE SPENCER
General Superintendent
Transmission and Distribution Department
632 General Offices

MR. CHARLES HEIDEL
Manager of Engineering - General
System Engineering
339 General Offices

**Re: Wixom/Sunset Corridor right of entry on Michigan Department State
Highways Egress Lands, Oakland, County.**

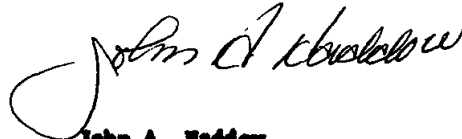
The Transmission and Distribution Department & System Engineering Department have requested a right of entry on apparent excess lands which are part of the Wixom/Sunset Corridor.

The Insurance Department has indicated item No. 3 is acceptable.

The necessary state permits have been applied for and the description of the state parcels are being reviewed.

Before the final acceptance by Mr. Robert W. Lundgren, Vice President, I request that you review the balance of the terms and conditions of the right of entry and indicate your acceptance of their proposal.

Yours very truly,



John A. Haddow
Real Estate and Rights of Way Dept.

JAH/gld
Enclosure

RECORDED RIGHT OF WAY NO. 27875 143

COMMISSION:
 CHARLES H. HEWITT,
 CHAIRMAN
 WALLACE D. NUNN,
 VICE CHAIRMAN
 LOUIS A. FISHER
 CLAUDE J. TOBIN

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STATE HIGHWAYS BUILDING - POST OFFICE DRAWER K - LANSING, MICHIGAN 48904

HENRIK E. STAFSETH, DIRECTOR
 April 13, 1971

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

No. 828763

SENT TO <i>Mr. Leonard FARR</i>	POSTMARK OR DATE
STREET AND NO. <i>Mich. Dept. of State Highways State Hwy Building, P.O. Drawer (K)</i>	
P.O., STATE AND ZIP CODE <i>Lansing Michigan 48904</i>	
OPTIONAL SERVICES FOR ADDITIONAL FEES	
RETURN RECEIPT SERVICES	1. Shows to whom and date delivered 15¢ With delivery to addressee only 65¢ 2. Shows to whom, date and where delivered .. 35¢ With delivery to addressee only 85¢
DELIVER TO ADDRESSEE ONLY	50¢
SPECIAL DELIVERY (2 pounds or less)	45¢
POD Form 3800 July 1969	NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side) * GPO 1969 O-358-312

AS CONTROL 63022, Project 63-23, Labels C-179 Part C,
 C-133 Part A, C-134

In accordance with provisions set forth in our previous letter to you March 8, 1971, setting forth the basis on which the Detroit Edison Company could occupy the above noted Department owned property for utility purposes.

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S).
 REQUIRED FEE(S) PAID.

Show to whom, date and address where delivered Deliver ONLY to addressee

RECEIPT
 Received the numbered article described below.

REGISTERED NO. _____ SIGNATURE OR NAME OF ADDRESSEE (As indicated in)

CERTIFIED NO. **828763** STATE OF MICHIGAN
 LANSING, MICHIGAN 48913

INSURED NO. _____ SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
JAN 18 1972

DATE DELIVERED _____ SHOW WHERE DELIVERED (optional requested)
Robert M. Mone JM
STATE POSTMASTER
 655-16-71548-11 347-108 GPO

JAH: Rental Agreement

V. Eichhorn
 VICTOR H. EICHHORN
 Right of Way Officer

he agreement properly
 company, the agreement
 ate Administrative

ed to submit payment

ction, please do not

yours,

RECORDED HIGHWAY NO. 247875 R3



THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE


Transmission and Distribution Department

March 29, 1971

Mr. John A. Haddow
Real Estate & Rights of Way

Re: Wixom/Sunset Corridor right of entry on Michigan Department State
Highways Excess Lands - Oakland, County (your letter of 3/23/71)

We have reviewed the terms and conditions of the proposed right of entry
and find them acceptable.


General Superintendent
Transmission and Distribution Department

GS:ATS

RECEIVED RIGHTS OF WAY NO. 27875 N23

COPIES OF INSURANCE

COMMISSION:
CHARLES H. HEWITT,
CHAIRMAN
BALLACE D. RYAN,
VICE CHAIRMAN
LOUISA FISHER
CLAUDE J. TODIN

FOX
F0171

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STATE HIGHWAYS BUILDING - POST OFFICE DRAWER K - LANSING, MICHIGAN 48904

HENRIK E. STAFSETH, DIRECTOR

March 8, 1971

Mr. John Haddow
Assistant Highway Coordinator
Property and Rights of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Haddow:

XS - Control 63022-C, Parcels 115, C-131, C-132,
179 Pt. C, C-133 Pt. A, C-134, C-136 Pt. A,
201, C-139 Pt. B, and Control 63191, Parcel
C-116

This letter is in response to your request for approval to enter upon the above noted properties located in the City of Novi, Oakland County, which are owned by the Michigan Department of State Highways, for the purpose of constructing a 120 K.V. electrical transmission line. Subject properties are more specifically identified in the attached legal descriptions and sketches.

This letter may be considered confirmation of authority for the Detroit Edison Company to enter upon subject properties for the purpose of constructing said facility in accordance with plans previously submitted to and approved by the Michigan Department of State Highways subject to the following conditions:

- 1. All permits for crossing existing right of way must be approved by the Michigan Department of State Highways prior to right of entry on subject properties.
- 2. The Detroit Edison Company agrees to purchase in fee Parcels C-136 Pt. A, 201, C-116, 139 Pt. A, 115, C-131 and C-132 at a price to be determined by the Michigan Department of State Highways.
- 3. The Detroit Edison Company agrees to enter into an agreement with the Michigan State Highway Commission relative to the use and occupancy of Parcels C-133 Pt. A, 134 and 179 Pt. C, pending a determination of future right of way requirements affecting said properties.



RECORDED RIGHT OF WAY NO. 27895 903

Mr. John Haddow .

-2-

March 8, 1971

The terms of said agreement shall be established by the Michigan State Highway Commission subject to State Administrative Board approval.

4. Inasmuch as the proposed transaction, as set forth in the previous paragraphs, is subject to the State Highway Commission and State Administrative Board approval, the Detroit Edison Company agrees to remove their facilities from subject properties within six (6) months after notification by the Michigan Department of State Highways, should the proposed transaction be disapproved.

5. A. During that period of time prior to issuance and recording of a deed from the Michigan Department of State Highways to the Detroit Edison Company, the Michigan Department of State Highways shall not be liable to the Detroit Edison Company for any claim by reason of any act done or act committed by the Detroit Edison Company, its agents, employees, servants, or contractors in the exercise or performance, or purported exercise or performance of any rights granted hereby or maintenance and use of said land.

B. The right of entry is expressly conditioned upon and subject to the assumption, by the contractor, engaged by the Detroit Edison Company to construct said electrical facility, of all risks of so doing and said contractors shall assume complete responsibility for and indemnify and save the State of Michigan, Department of State Highways, harmless from and against any and all claims for injury or death to any person or persons and for damage to any property which is caused by or arises out of the negligence or improper construction or maintenance of said electrical facility within the lands herein described.

5/13
C. Further, said contractor or contractors engaged by the Detroit Edison Company for said electrical facility construction purposes shall maintain public liability insurance acceptable to the Department of State Highways with coverage including the contractual liability assumed hereunder, Bodily Injury Liability Insurance in the amounts of at least Two Hundred Thousand (\$200,000.00) Dollars for injury or death to one person and Five Hundred Thousand (\$500,000.00) Dollars for injury or death to two or more persons, resulting from any one accident and Property Damage Liability Insurance or the amounts of One Hundred Thousand (\$100,000.00) Dollars each accident and Two Hundred Thousand (\$200,000.00) Dollars aggregate.

D. No entry is to be made on aforesaid lands by the Detroit Edison Company or its contractor or contractors unless prior to such entry evidence of the aforementioned insurance is delivered to the Michigan Department of State Highways, Right of Way Division, Excess Property Section, Post Office Drawer K, Lansing, Michigan 48904. However, it is expressly understood that the liability imposed upon said contractor or contractors shall be in no way restricted or released by reason of such insurance.

Handwritten notes:
M...
S...
R...
ED RIGHT OF WAY NO. 27875
103

Mr. John Haddow


-3-

March 8, 1971


6. This letter shall be returned to the Michigan Department of State Highways properly executed by an authorized official or officials of the Detroit Edison Company in the space provided in the lower left hand corner, signifying acceptance of the above conditions.

The right of entry upon subject properties is predicated on the acceptance of the above conditions and receipt of the authorized acceptance and evidence of insurance in this office.

Very truly yours,


VICTOR H. EICHHORN
Right of Way Officer

ACCEPTED


Title Zone President

DATE

April 1, 1971

RECORDED RIGHT OF WAY NO. 27875-73



MEMORANDUM OF INSURANCE

The Policy identified below in Section IV, Excess Insuror, by a policy number is in force on the Date of Memorandum Issuance. Insurance is afforded only with respect to that insurance for which an Excess Insuror's Limit of Liability has been entered and is subject to all the terms of the Policy having reference thereto including that provision requiring the maintenance of underlying insurance or self insurance. Nothing herein contained shall modify any provision of said Policy.

In the event of cancellation of the Policy the Company issuing said Policy will make all reasonable effort to send notice of cancellation to the Memorandum Holder at the address shown herein, but the Company assumes no responsibility for any mistake or for failure to give such notice.

NAME AND ADDRESS OF INSURED

THE L. E. MYERS CO.
550 WEST JACKSON BOULEVARD
CHICAGO ILLINOIS

DATE OF MEMORANDUM ISSUANCE:

APRIL 22, 1971

MARSH & MCLENNAN AGENCY, INC.

Authorized Representative

NAME AND ADDRESS OF MEMORANDUM HOLDER

DETROIT EDISON COMPANY
2000 2ND AVENUE
DETROIT, MICHIGAN 48226

ATTN: MR. D. J. FOX, PURCHASING DEPT.
CONSTRUCTION DIVISION ROOM 413

THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER

I. EXCESS WORKMEN'S COMPENSATION INSURANCE

Excess Insuror's Limit of Liability

\$ in excess of a Self-Insured Retention of (complete one)
either \$ Per Occurrence or
\$ Per Person Per Occurrence

Applicable to claims arising out of the Insured's liability under Workmen's Compensation, Occupational Disease and Employer's Liability Acts of the following States and the following Federal Workmen's Compensation or Employer's Liability Acts:

II. EXCESS THIRD PARTY LIABILITY INSURANCE

Table with 4 columns: Excess Insuror's Limits of Liability, In Excess of Underlying Limits, Total Limits, Coverage. Rows include Bodily Injury Liability - Automobile, Property Damage Liability - Except Automobile, and Combined Single Limit Bodily Injury and Property Damage Liability.

Special Conditions:

III. UMBRELLA EXCESS THIRD PARTY LIABILITY INSURANCE

Excess Insuror's Limit of Liability (complete one)

\$500,000 in excess of a Retained Limit and in excess of various underlying insurors' limits of liability.

Up to \$ in excess of a Retained Limit and in excess of various underlying insurors' limits of liability.

IV. EXCESS INSUROR

Complete I, II or III below, by designating company by number in the box and entering policy number and expiration date in the sections corresponding to the type of insurance indicated above.

Form with boxes for I, II, III and fields for Policy Number and Policy Expiration. III is filled with RD-7363525 and 4-1-74.

- 1 Continental Casualty Company, 2 Transportation Insurance Company, 3 National Fire Insurance Company of Hartford, 4 Transcontinental Insurance Company, 5 American Casualty Company of Reading, Pa., 6 Valley Forge Insurance Company

RECORDED ALTHOUGH OF MAY NO. 27875-203

Certificate of Insurance



The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

To The Detroit Edison Company
 2000 2nd Avenue
 Detroit, Michigan 48226
 Attn: Mr. D. J. Fox, Purchasing Dept.
 Construction Division Room 413

Date SEPTEMBER 30, 1969

Gentlemen: This is to certify that insurance policies, subject to their terms, conditions and exclusions, are at present in force in the Company indicated above by , as follows:

Name of Insured THE L. E. MYERS CO.
 550 WEST JACKSON BOULEVARD, CHICAGO, ILLINOIS
 Covering All Operations

KIND OF INSURANCE	LIMITS OF LIABILITY			POLICY NO.	EFFECTIVE	EXPIRATION
	Each Person	Each Occurrence	Aggregate			
Workmen's Compensation				See Reverse Side	9-30-69	9-30-72
Manufacturers' & Contractors' Bodily Injury Liability	\$,000	\$,000				
Property Damage Liability		\$,000	\$,000			
Owners' or Contractors' Protective Bodily Injury Liability	\$,000	\$,000				
Property Damage Liability		\$,000	\$,000			
Comprehensive Automobile AETNA Bodily Injury Liability	\$ 250 ,000	\$ 500 ,000		08-AL-104614SR(Y) (Includes owned, non-owned & hired vehicles)	9-30-69	9-30-72
Property Damage Liability		\$ 100 ,000				
Comprehensive General AETNA Bodily Injury Liability	\$ 250 ,000	\$ 500,000	\$ 500,000	08-AL-104612 SR(Y) (Includes independent contractors, products-completed operations, "x,c,u" & contractual, but architects professional liability coverage is excluded under the contractual.)	9-30-69	9-30-72
Property Damage Liability		\$ 100,000	\$ 100,000			
Bodily Injury Liability	\$,000	\$,000	\$,000			
Property Damage Liability		\$,000	\$,000			

any material change or
 In event of cancellation, thirty (30) day's written notice will be given to the party to whom this certificate is addressed.

Marsh & McLennan Agency, Inc.

By John Clements
 Authorized Representative
 M. E. M.

RECEIVED AETNA LIFE & CASUALTY CO. MAY 10 1975

<u>KIND OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>		<u>POLICY NO.</u>	<u>EFFECTIVE EXPIRATION</u>	
	<u>EACH PERSON</u>	<u>AGGREGATE</u>			
WORKMEN'S COMPENSATION & OCCUPATIONAL DISEASE - STATUTORY					
EMPLOYERS' LIABILITY &					
" " DISEASE	\$100,000.	\$100,000.			
		per State			
(Includes U.S. Longshoremen's and Harbor Worker's Compensation Act Coverage, and Federal Admiralty coverage.)					
California			AETNA 08-CK 105208SC	9-30-69	9-30-72
Michigan, Minnesota, Missouri & Texas			STANDARD FIRE 08-C- 950368SS	9-30-69	9-30-72
All other states (except Monopolistic state fund states of Nevada, North Dakota, Ohio, Washington, West Virginia or Wyoming.)			AETNA 08-C 105209SR	9-30-69	9-30-72

<u>KIND OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>	<u>POLICY NO.</u>	<u>EFFECTIVE</u>	<u>EXPIRATION</u>
	<u>EACH PERSON</u>			

WORKMEN'S
COMPENSATION & OCCUPATIONAL DISEASE - STATUTORY

EMPLOYERS' LIABILITY &
" " DISEASE \$100,000. \$100,000.
per State

(Includes U.S. Longshoremen's and Harbor Worker's
Compensation Act Coverage, and Federal Admiralty
coverage.)

California

AETNA
08-CK
105208SC 9-30-69 9-30-72

Michigan, Minnesota,
Missouri & Texas

STANDARD
FIRE
08-C-
950368SS 9-30-69 9-30-72

All other states
(except Monopolistic state fund states of
Nevada, North Dakota, Ohio, Washington, West
Virginia or Wyoming.)

AETNA
08-C
105209SR 9-30-69 9-30-72

RECORDED RIGHT OF WAY NO. 27875 AB

February 10, 1971

Mr. Kenneth D. Winter, Manager
Excess Property Section
State Highway Building
Post Office Drawer K
Lansing, Michigan 48904

Dear Mr. Winter:

Re: Right of Entry on Control 63191A,
City of Novi and Township of
Farmington, Oakland County,
Michigan. Parcels 115, 131, 132,
179, C-133, 134, C-116, 201, C-139
and C-136

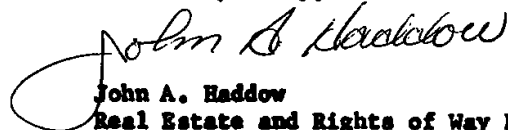
On August 25, 1970, I submitted a formal request to purchase easement and fee parcel from the Michigan Department of State Highways in the above control section. These lands are to be a portion of The Detroit Edison Company new Wixom-Sunset Corridor.

I have been advised by Mr. Leonard Farr that all of the requested parcels are currently in the process of being appraised and the values will be established in approximately sixty days.

Due to the extreme urgency to commence construction, I therefore request that The Detroit Edison Company be granted a right of entry on the State parcels involved in this project. The necessary 409 Permits will be submitted to the District Office hopefully by March 1, 1971.

Thank you for your consideration.

Yours very truly,


John A. Haddow
Real Estate and Rights of Way Dept.

JAH/ald

RECORDED RIGHT OF WAY NO. 57875-23

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

March 23, 1971

MEMORANDUM TO:

MR. GEORGE SPENCKER
General Superintendent
Transmission and Distribution Department
632 General Offices

MR. CHARLES HEIDEL
Manager of Engineering - General
System Engineering
539 General Offices

Re: Wixom/Sunset Corridor right of entry on Michigan Department State
Highways Excess Lands, Oakland County.

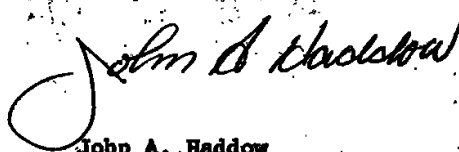
The Transmission and Distribution Department & System Engineering Department have requested a right of entry on apparent excess lands which are part of the Wixom/Sunset Corridor.

The Insurance Department has indicated item No. 5 is acceptable.

The necessary state permits have been applied for and the description of the state parcels are being reviewed.

Before the final acceptance by Mr. Robert W. Lundgren, Vice President, I request that you review the balance of the terms and conditions of the right of entry and indicate your acceptance of their proposal.

Yours very truly,



John A. Haddow
Real Estate and Rights of Way Dept.

JAH/gld
Enclosure

RECORDED RIGHT OF WAY NO. 21875 43

COMMISSION:

CHARLES H. HEWITT,
CHAIRMAN

WALLACE D. NUNN,
VICE CHAIRMAN

LOUIS A. FISHER

CLAUDE J. TOBIN

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STATE HIGHWAYS BUILDING - POST OFFICE DRAWER K - LANSING, MICHIGAN 48904

HENRIK E. STAFSETH, DIRECTOR

March 8, 1971

Mr. John Haddow
Assistant Highway Coordinator
Property and Rights of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Haddow:

XS - Control 63022-C, Parcels 115, C-131, C-132,
179 Pt. C, C-133 Pt. A, C-134, C-136 Pt. A,
201, C-139 Pt. B, and Control 63191, Parcel
C-116

This letter is in response to your request for approval to enter upon the above noted properties located in the City of Novi, Oakland County, which are owned by the Michigan Department of State Highways, for the purpose of constructing a 120 K.V. electrical transmission line. Subject properties are more specifically identified in the attached legal descriptions and sketches.

This letter may be considered confirmation of authority for the Detroit Edison Company to enter upon subject properties for the purpose of constructing said facility in accordance with plans previously submitted to and approved by the Michigan Department of State Highways subject to the following conditions:

1. All permits for crossing existing right of way must be approved by the Michigan Department of State Highways prior to right of entry on subject properties.
2. The Detroit Edison Company agrees to purchase in fee Parcels C-136 Pt. A, 201, C-116, 139 Pt. A, 115, C-131 and C-132 at a price to be determined by the Michigan Department of State Highways.
3. The Detroit Edison Company agrees to enter into an agreement with the Michigan State Highway Commission relative to the use and occupancy of Parcels C-133 Pt. A, 134 and 179 Pt. C, pending a determination of future right of way requirements affecting said properties.



Mr. John Haddow

-2-

March 8, 1971

The terms of said agreement shall be established by the Michigan State Highway Commission subject to State Administrative Board approval.

4. Inasmuch as the proposed transaction, as set forth in the previous paragraphs, is subject to the State Highway Commission and State Administrative Board approval, the Detroit Edison Company agrees to remove their facilities from subject properties within six (6) months after notification by the Michigan Department of State Highways, should the proposed transaction be disapproved.

5. A. During that period of time prior to issuance and recording of a deed from the Michigan Department of State Highways to the Detroit Edison Company, the Michigan Department of State Highways shall not be liable to the Detroit Edison Company for any claim by reason of any act done or act committed by the Detroit Edison Company, its agents, employees, servants, or contractors in the exercise or performance, or purported exercise or performance of any rights granted hereby or maintenance and use of said land.

B. The right of entry is expressly conditioned upon and subject to the assumption, by the contractor, engaged by the Detroit Edison Company to construct said electrical facility, of all risks of so doing and said contractors shall assume complete responsibility for and indemnify and save the State of Michigan, Department of State Highways, harmless from and against any and all claims for injury or death to any person or persons and for damage to any property which is caused by or arises out of the negligence or improper construction or maintenance of said electrical facility within the lands herein described.

C. Further, said contractor or contractors engaged by the Detroit Edison Company for said electrical facility construction purposes shall maintain public liability insurance acceptable to the Department of State Highways with coverage including the contractual liability assumed hereunder, Bodily Injury Liability Insurance in the amounts of at least Two Hundred Thousand (\$200,000.00) Dollars for injury or death to one person and Five Hundred Thousand (\$500,000.00) Dollars for injury or death to two or more persons, resulting from any one accident and Property Damage Liability Insurance or the amounts of One Hundred Thousand (\$100,000.00) Dollars each accident and Two Hundred Thousand (\$200,000.00) Dollars aggregate.

D. No entry is to be made on aforesaid lands by the Detroit Edison Company or its contractor or contractors unless prior to such entry evidence of the aforementioned insurance is delivered to the Michigan Department of State Highways, Right of Way Division, Excess Property Section, Post Office Drawer K, Lansing, Michigan 48904. However, it is expressly understood that the liability imposed upon said contractor or contractors shall be in no way restricted or released by reason of such insurance.

RECORDED ALIQUOT OF WAY NO. 27875 123

Mr. John Haddow

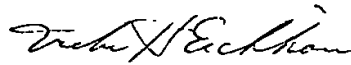
-3-

March 8, 1971

6. This letter shall be returned to the Michigan Department of State Highways properly executed by an authorized official or officials of the Detroit Edison Company in the space provided in the lower left hand corner, signifying acceptance of the above conditions.

The right of entry upon subject properties is predicated on the acceptance of the above conditions and receipt of the authorized acceptance and evidence of insurance in this office.

Very truly yours,


VICTOR H. EICHHORN
Right of Way Officer

ACCEPTED _____
Title

DATE _____

RECORDED RIGHT OF WAY NO. 87875 123

COMMISSION:

CHARLES H. HEWITT,
CHAIRMAN

WALLACE D. NUNN,
VICE CHAIRMAN

LOUIS A. FISHER

CLAUDE J. TOBIN

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STATE HIGHWAYS BUILDING - POST OFFICE DRAWER K - LANSING, MICHIGAN 48904

HENRIK E. STAFSETH, DIRECTOR

March 8, 1971

Mr. John Haddow
Assistant Highway Coordinator
Property and Rights of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Haddow:

XS - Control 63022-C, Parcels 115, C-131, C-132,
179 Pt. C, C-133 Pt. A, C-134, C-136 Pt. A,
201, C-139 Pt. B, and Control 63191, Parcel
C-116

This letter is in response to your request for approval to enter upon the above noted properties located in the City of Novi, Oakland County, which are owned by the Michigan Department of State Highways, for the purpose of constructing a 120 K.V. electrical transmission line. Subject properties are more specifically identified in the attached legal descriptions and sketches.

This letter may be considered confirmation of authority for the Detroit Edison Company to enter upon subject properties for the purpose of constructing said facility in accordance with plans previously submitted to and approved by the Michigan Department of State Highways subject to the following conditions:

1. All permits for crossing existing right of way must be approved by the Michigan Department of State Highways prior to right of entry on subject properties.
2. The Detroit Edison Company agrees to purchase in fee Parcels C-136 Pt. A, 201, C-116, 139 Pt. A, 115, C-131 and C-132 at a price to be determined by the Michigan Department of State Highways.
3. The Detroit Edison Company agrees to enter into an agreement with the Michigan State Highway Commission relative to the use and occupancy of Parcels C-133 Pt. A, 134 and 179 Pt. C, pending a determination of future right of way requirements affecting said properties.



March 8, 1971

The terms of said agreement shall be established by the Michigan State Highway Commission subject to State Administrative Board approval.

4. Inasmuch as the proposed transaction, as set forth in the previous paragraphs, is subject to the State Highway Commission and State Administrative Board approval, the Detroit Edison Company agrees to remove their facilities from subject properties within six (6) months after notification by the Michigan Department of State Highways, should the proposed transaction be disapproved.

5. A. During that period of time prior to issuance and recording of a deed from the Michigan Department of State Highways to the Detroit Edison Company, the Michigan Department of State Highways shall not be liable to the Detroit Edison Company for any claim by reason of any act done or act committed by the Detroit Edison Company, its agents, employees, servants, or contractors in the exercise or performance, or purported exercise or performance of any rights granted hereby or maintenance and use of said land.

B. The right of entry is expressly conditioned upon and subject to the assumption, by the contractor, engaged by the Detroit Edison Company to construct said electrical facility, of all risks of so doing and said contractors shall assume complete responsibility for and indemnify and save the State of Michigan, Department of State Highways, harmless from and against any and all claims for injury or death to any person or persons and for damage to any property which is caused by or arises out of the negligence or improper construction or maintenance of said electrical facility within the lands herein described.

C. Further, said contractor or contractors engaged by the Detroit Edison Company for said electrical facility construction purposes shall maintain public liability insurance acceptable to the Department of State Highways with coverage including the contractual liability assumed hereunder, Bodily Injury Liability Insurance in the amounts of at least Two Hundred Thousand (\$200,000.00) Dollars for injury or death to one person and Five Hundred Thousand (\$500,000.00) Dollars for injury or death to two or more persons, resulting from any one accident and Property Damage Liability Insurance or the amounts of One Hundred Thousand (\$100,000.00) Dollars each accident and Two Hundred Thousand (\$200,000.00) Dollars aggregate.

D. No entry is to be made on aforesaid lands by the Detroit Edison Company or its contractor or contractors unless prior to such entry evidence of the aforementioned insurance is delivered to the Michigan Department of State Highways, Right of Way Division, Excess Property Section, Post Office Drawer K, Lansing, Michigan 48904. However, it is expressly understood that the liability imposed upon said contractor or contractors shall be in no way restricted or released by reason of such insurance.

RECORDED RIGHT OF WAY NO. 27875 723

Mr. John Haddow

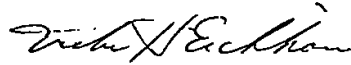
-3-

March 8, 1971

6. This letter shall be returned to the Michigan Department of State Highways properly executed by an authorized official or officials of the Detroit Edison Company in the space provided in the lower left hand corner, signifying acceptance of the above conditions.

The right of entry upon subject properties is predicated on the acceptance of the above conditions and receipt of the authorized acceptance and evidence of insurance in this office.

Very truly yours,


VICTOR H. EICHHORN
Right of Way Officer

ACCEPTED _____
Title

DATE _____

RECORDED RIGHT OF WAY NO. 27825 213

February 10, 1971

Mr. William F. Levandoski
Michigan Department of State Highways
Liaison Unit
State Highway Building
Post Office Drawer K
Lansing, Michigan 48904

Dear Mr. Levandoski:

Re: Right of Entry on Control 63191A,
Michigan Department of State
Highways Parcels 146, 152, 151,
142, 141, 140 and 167

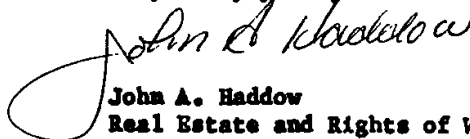
The Detroit Edison Company has an early construction date on the portion of the Wixom-Sunset 230 KV line covering the above Michigan Department of State Highway parcels.

These parcels have been acquired by the Michigan Department of State Highways for The Detroit Edison Company as part of a pending exchange or sale.

In order that we may initiate our construction, we are at this time requesting a right of entry on the above parcels. I have also requested from Mr. K. Winter a right of entry on those parcels which are currently listed as excess property.

I would appreciate hearing from you as soon as possible.

Very truly yours,


John A. Haddow
Real Estate and Rights of Way Dept.

JAH/mld

RECORDED RIGHTS OF WAY NO. 27875 735

COMMISSION:

CHARLES H. HEWITT,
Chairman
WALLACE D. NUNN,
Vice Chairman
LOUIS A. FISHER
CLAUDE J. TOBIN

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STATE HIGHWAYS BUILDING - POST OFFICE DRAWER K - LANSING, MICHIGAN 48904

HENRIK E. STAFSETH, Director

July 1, 1970

Mr. John Haddow
Detroit Edison Company
2000 Second Avenue

Dear Mr. Haddow:

I-696, I-96 and M275 Interchange
Crossing by Detroit Edison Powerlines

Attached, please find a copy of a letter from the Federal Bureau of Public Roads, dated June 25, 1970 concerning the above crossing.

Please note the three conditions pertaining to occupancy and service.

Upon receipt of acceptable plans and permits, your request will be placed in line for ~~for~~ approval.

FINAL 409 PERMIT.

Sincerely,

A handwritten signature in cursive script that reads "Bruce C. Dickinson".

Bruce C. Dickinson

Assistant to Utilities-Permits Engr.



RECORDED RIGHT OF WAY NO. *87875* 203



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
REGION FOUR
Lansing, Michigan
48901

RECEIVED

JUN 29 1970

Utilities Section
Utilities - Permits Division
Mich. Dept. of State Highways

June 25, 1970

IN REPLY REFER TO:

I 696, I 96 and M 275

Interchange, Detroit

Edison Towerline Installation

Mr. Henrik E. Stafseth
State Highway Director
Department of State Highways
Lansing, Michigan

Dear Mr. Stafseth:

The proposal to permit a parallel tower line through the above interchange and thence westerly through the future M 275 interchange as requested in Mr. Woodford's letter and attachment of June 18, 1970 has been reviewed.

The work may be authorized by a use and occupancy permit under the following conditions:

- (1) The connecting roadways of the interchange shall be considered to be through-traffic roadways for the purpose of this permit and lateral clearances of at least 30 feet beyond the shoulder shall be maintained to any proposed tower.
- (2) The access points for servicing the utility shall be determined and made a part of the permit provisions. To the extent feasible, access for servicing the facility shall be made from other than the through-traffic roadways or ramps.
- (3) If servicing of a portion of the utility can be made only by access from the through-traffic roadways or ramps, the utility shall obtain prior approval from the Department for such access. Safe operation of the highway shall be considered of paramount interest during any servicing of the utility performed by access from the through-traffic roadways or ramps.

The lateral clearances between the highway shoulder and a tower should be as great as practicable within reasonable engineering application and in excess of the 30 foot dimension whenever possible.

Carroll
G. J. M. ...
H. B. ...
M. ...
... } Action

- more -

COPY 125

RECORDED RIGHT OF WAY NO. 37875-703

Letter to Stafseth
June 25, 1970
Page 2

Placement of guard poles for construction in the vicinity of those roadway lanes operating under traffic should be governed accordingly. This was indicated in our approval of the single tower line, Permit Application No. 63191A-236C-69 at this location.

Please submit three copies of the permit and plans for this tower line to include the above information and conditions for our approval action.

Sincerely yours,



Daniel Watt
Division Engineer

RECORDED - HIGHWAY OF WAY NO. 27815 B3

OFFICE MEMORANDUM



MICHIGAN
DEPARTMENT OF STATE HIGHWAYS

March 19, 1971

To: Gary R. Hultgren, Manager Attn: W. Mitchell, Supervisor
Appraisal Section Appraisal Services Unit

From: Leonard L. Farr, Ass't. Manager
Excess Property Section


Subject: XS - Control 63022-C, Parcels C0133 Part A,
134, and 179 Part C

A request was previously sent to you for an appraisal of a utility easement over a portion of the above noted properties.

Inasmuch as a portion of the property may be required for the reconstruction of the Novi Road interchange, it has since been determined to lease the subject utility right of way to Detroit Edison until such time as our right of way requirements are known.

We will therefore require an annual lease figure for subject utility right of way rather than the easement appraisal.

The property is presently in a "hold" status pending the aforementioned reconstruction. The effect of the uncertainties regarding future development and present use of the property in light of the pending right of way change should be considered in establishing the present lease value of subject property.


Assistant Manager
Excess Property Section

LLF:nd

RECORDED RIGHT OF WAY NO. 27875 203

DETROIT EDISON COMPANY

AGREEMENT

RENTAL OF PROPERTY

THIS AGREEMENT, made and entered into this 21st day of December, A. D. 1971, by and between the Michigan State Highway Commission, hereinafter referred to as the "COMMISSION" and the Detroit Edison Company, a Michigan-New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan 48226 hereinafter referred to as the COMPANY.

WHEREAS, the COMPANY wants to acquire certain property for the construction and maintenance of electrical transmission facilities, as shown and described in Exhibits "A" and "B", attached hereto and made a part of this agreement, which property is owned in fee by the COMMISSION for right of way purposes and is hereinafter referred to as the "PROPERTY"; and

WHEREAS, the COMMISSION may eventually require a portion of the PROPERTY for the reconstruction of the Novi Road, I-96 Interchange, the final design of which will not be completed until some future date.

NOW THEREFORE, in order to facilitate the immediate construction of said electrical facility and to insure the COMMISSION the use of any portion of the PROPERTY which may be required for said highway purposes, the parties hereto mutually agree as follows:

THE COMPANY SHALL:

1. Pay to the COMMISSION, upon final execution and approval of this agreement, for the rental term beginning August 1, 1971 and on the same date each succeeding year while this agreement is in full force and effect, the sum of \$4,200.00 per year, which sum represents the annual rental value of the PROPERTY to be used for utility purposes, provided however, that upon sale of the PROPERTY to the COMPANY, the current annual rental shall be prorated between the parties hereto.

RECORDED RIGHT OF WAY NO. 27875 433

2. Should the COMMISSION require all or any portion of the PROPERTY for reconstruction of said Novi Road, I-96 Interchange, within Ninety (90) days after written notice by the COMMISSION, remove their utility facilities from the PROPERTY, or portion of the PROPERTY, as designated by the COMMISSION. All costs of removal and relocation of said utility facilities shall be at the full expense of the COMPANY.

3. Purchase that portion of the PROPERTY, identified in Exhibit "A" as C-179, Part C; C-133, Part A, and C-134, not required for the reconstruction of said Novi Road, I-96 Interchange, at a value to be determined by an appraisal to be obtained by the COMMISSION. Said appraisal is to be based on the fair market-value of the PROPERTY at the time of conveyance. The payment shall be made and the deed for COMMISSION'S property shall be delivered at such time and place as mutually agreeable to both parties.

Sale to be consummated within twelve (12) months after notification by the COMPANY to the COMMISSION requesting conveyance of property. Said notification to occur after the final right of way requirements for the reconstruction of said Novi Road, I-96 Interchange have been made by the COMMISSION.

4. Indemnify and save harmless the State, its officers, agents and employees from any and all claims, losses and damages occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or equipment in connection with the performance of any activities on the PROPERTY; and from any and all claims, losses, and damages occurring or resulting to any person, firm or corporation who may be injured or damaged through negligent or willful acts or omissions by the COMPANY, its employees, agents, or subcontractors in the performance of utility operations as permitted under this agreement.

5. Provide, during the annual rental term, comprehensive general liability, insurance including Owners', Landlords' and Tenants' Liability Coverage in the sum of \$100,000.00/\$300,000.00 in accordance with provisions of Act 170, Public Acts of 1964, as amended, and shall, upon notice of the approval of this agreement, forward to the COMMISSION a certificate of insurance indicating such coverage thereof which shall name the COMMISSION as co-insured.

RECORDED RIGHT OF WAY NO. 27875
923

6. Hereby agree to pay all taxes and assessments, general and special, including but not limited to property taxes due and payable under provisions of act 189 of the Public Acts of 1953, as amended, (M.S.A. Section 7.7(5), levied or assessed upon the demised premises, or any part thereof, or any improvements at any time situated thereon.

7. a. In connection with the performance of utility operations on the PROPERTY (the COMPANY being hereinafter in Appendix A referred to as the "contractor") comply with the provisions of the State of Michigan "Non-Discrimination Clause for All State Contracts", as set forth in Appendix "A" attached hereto and made a part hereof.

b. During the performance of utility operations on the PROPERTY (the COMPANY being hereinafter in Appendix B referred to as the "Contractor") comply with the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B" attached hereto and made a part hereof.

THE COMMISSION SHALL:

8. Permit the COMPANY during the term of this agreement to use the PROPERTY for the construction and maintenance of company owned and operated electrical transmission facilities.

9. Convey to the COMPANY, at such time as a final determination of the reconstruction of said Novi Road, I-96 Interchange is completed, that portion of the PROPERTY not required for said reconstruction, at fair market value as set forth in Paragraph 3.

IT IS FURTHER AGREED THAT:

10. This Agreement constitutes the entire agreement between the COMMISSION and the COMPANY and there are no other terms, conditions promises, understandings, statements or representations, express or implied, concerning the PROPERTY.

11. This Agreement shall inure to the benefit of and bind the parties and their respective successors and assigns.

12. This Agreement shall become binding on the parties hereto and of full force and effect upon the signing thereof by an authorized representative acting

AMENDED HIRTH OF MAY NO. 27875 X3

in behalf of the COMPANY and the COMMISSION and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

DETROIT EDISON COMPANY

By *[Signature]*
Title: *Vice President*

MICHIGAN STATE HIGHWAY COMMISSION

By *[Signature]*
Title: STATE HIGHWAY DIRECTOR

FORM APPROVED
9-23-71
[Signature]
ASSISTANT
ATTO.
GENE

APPROVED
9/23/71
BUREAU OF
FINANCE

DEC 3 1971
MICH. STATE ADM. BOARD

RECORDED RIGHT OF WAY NO. 28825 23

APPENDIX A

NON-DISCRIMINATION CLAUSE FOR ALL STATE CONTRACTS

(With the exception of:

1. contracts for goods or services in an amount of less than \$5,000;
2. contracts entered into with parties employing less than three employees.)

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age* or sex*. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, age* or sex*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age* or sex*.
3. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.
4. The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended, which may be in effect prior to the taking of bids for any individual state project.
5. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.
6. In the event that the Civil Rights Commission*** finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
7. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission,** and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

* Section 3a (a), Act No. 344, Public Acts of 1965, as amended by Act No. 349, Public Acts of 1966, reads:

"It is an unfair employment practice: "(a) For any employer, because any individual is between the ages of 35 and 60, or because of the sex of any individual, to refuse to hire or otherwise to discriminate against him with respect to hire, tenure, terms, conditions of privileges of employment. Any such refusal to hire or discrimination shall not be an unfair employment practice if based on law, regulation, the requirements of any federal or state training or employment program or on a bona fide occupational qualification and except in selecting individuals for an apprentice program or an on-the-job training program intended to have a duration of more than 4 months."

** Except for those:

1. subcontracts for goods or services in any amount of less than \$5,000;
2. subcontracts entered into with parties employing less than three employees.

*** 3. The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

1.19.67

RECORDED RIGHT OF WAY NO. 27875-503

APPENDIX B

SPL-72

EQUAL OPPORTUNITY: Employment Practices and Selection of Subcontractors, Suppliers of Materials, and Lessors of Equipment

During the performance of this agreement, the contractor, for himself, his assignees, and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49 Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Employment Practices:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, or national origin. Such action shall include, but not be limited to the following: recruitment or recruitment advertising, hiring, firing, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation or benefits, selection for training or apprenticeship, use of facilities and treatment of employees. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this employment practices clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers representative of the contractor's commitments under this employment practices provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:
 - a. The contractor, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.
 - b. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of State Highways or the Federal Highway Administration, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of State Highways, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Incorporation of Provisions: The contractor will include these additional required contract provisions in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations or orders, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract, procurement, or lease as the Department of State Highways or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor, supplier, or lessor as a result of such directed action, the contractor may request the State to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
6. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the Department of State Highways shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract in whole or in part.

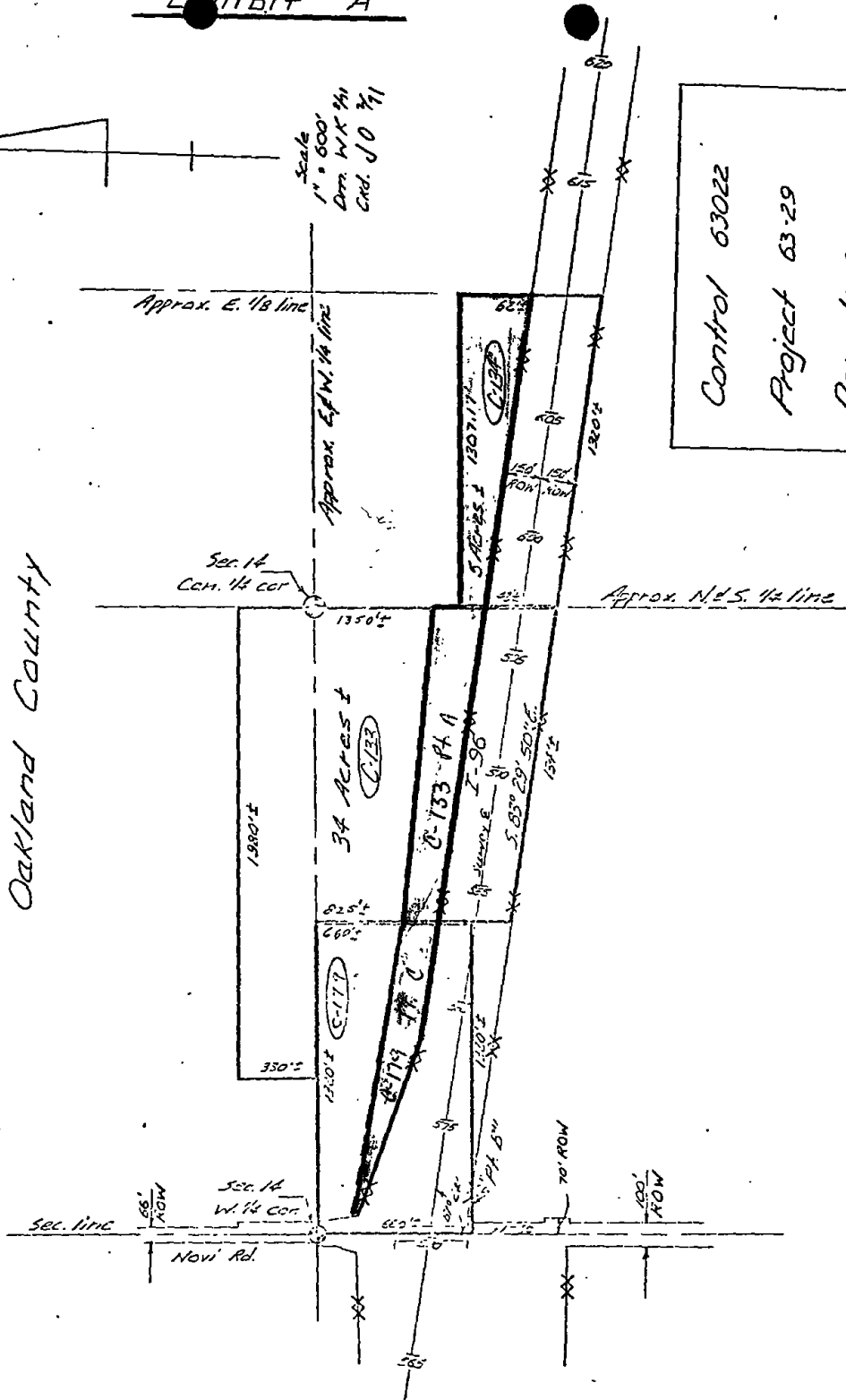
RECORDED
NIGHT
ON MAY NO. 27875-23
12/70

Exhibit A



Scale
1" = 600'
Dm. N 1/4 1/4
Cnd. J O 1/4

City of Novi
Oakland County



Control 63022
Project 63-29
Parcels C-133, C-134, C-138

RECORDED RIGHT OF WAY NO. 37875 213

Exhibit B

Control 63022
Project 63-29
Parcels C-133 Pt. A, 134,
179 Pt. C

DESCRIPTION

All that part of the North 1/2 of the Southwest 1/4 of Section 14, T1N, R8E, City of Novi, Oakland County, Michigan, described as:

Beginning at a point on the North and South 1/4 line of said Section 14 which is South a distance of 528.00 feet from the center 1/4 corner of said Section 14; thence continuing South-erly along said North and South 1/4 line a distance of 222.61 feet to an iron; thence Northwesterly along a line making a Northwesterly angle of 81 deg. 13' 15" with the last described line, said line also being the North line of I-96, a distance of 1891.17 feet; thence Northwesterly along a line deflecting to the right 11 deg. 09' 08" from the last described line, a distance of 769.67 feet to an iron in the Easterly right-of-way line of Novi Road; thence Northerly along said Easterly right-of-way line, making a Northwesterly angle of 117 deg. 37' 35" with the last described line, a distance of 15.07 feet to an iron; thence Southeasterly along a line, making a Southeast-erly angle of 73 deg. 31' 33" with the last described line, a distance of 1273.06 feet to an iron; thence continuing South-easterly along a line deflecting to the left 02 deg. 20' 39" from the last described line, a distance of 1344.98 feet to the point of beginning.

Also all that part of the South 60 acres of the West 1/2 of the Southeast 1/4 of said Section 14, which lies Northeasterly of a line 150 feet North-easterly of (measured at right angles) and parallel to a line described as: beginning at a point on the East line of said Section 14 which is North 03 deg. 06' 50" West a distance of 1319.08 feet from the Southeast corner of said Section 14; thence North 83 deg. 29' 50" West a distance of 3000 feet to a point of ending.

There shall be no right of direct ingress or egress from Novi Road, the I-96 Novi Road Interchange area, or the connecting ramps to and from and between the lands herein described.

Contains 15 acres, more or less.

RECORDED
INDEXED
OF
WAY NO. 87875-203

APPRAISAL REPORT

Of Excess Property

Prepared For

MICHIGAN DEPARTMENT OF STATE HIGHWAYS

Lansing, Michigan

Control Section 63022 Parcel Number 133, 134 & 179
Address or Location NE Quadrant of I-96 and Novi Road, Novi, Michigan



Picture taken by R. Maltby
Facing East. 1-27-71

Staff Appraiser **Richard Maltby**

Date of Valuation **March 1, 1971**

R.O.W. Division **Appraisal Services Unit**

MICHIGAN DEPARTMENT OF STATE HIGHWAYS

Page No. 1

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT
NO. 27875 P3

**EXCESS PROPERTY
APPRAISAL
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RECORDED RIGHT OF WAY NO. 27875 R3

COMMISSION:
CHARLES H. HEWITT,
CHAIRMAN
WALLACE D. NUNN,
VICE CHAIRMAN
LOUIS A. FISHER
CLAUDE J. TOBIN

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS

STATE HIGHWAYS BUILDING - POST OFFICE DRAWER K - LANSING, MICHIGAN 48904

HENRIK E. STAFSETH, DIRECTOR

March 8, 1971

Mr. John Haddow
Assistant Highway Coordinator
Property and Rights of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Haddow:

XS - Control 63022-C, Parcels 115, C-131, C-132,
179 Pt. C, C-133 Pt. A, C-134, C-136 Pt. A,
201, C-139 Pt. B, and Control 63191, Parcel
C-116

This letter is in response to your request for approval to enter upon the above noted properties located in the City of Novi, Oakland County, which are owned by the Michigan Department of State Highways, for the purpose of constructing a 120 K.V. electrical transmission line. Subject properties are more specifically identified in the attached legal descriptions and sketches.

This letter may be considered confirmation of authority for the Detroit Edison Company to enter upon subject properties for the purpose of constructing said facility in accordance with plans previously submitted to and approved by the Michigan Department of State Highways subject to the following conditions:

1. All permits for crossing existing right of way must be approved by the Michigan Department of State Highways prior to right of entry on subject properties.
2. The Detroit Edison Company agrees to purchase in fee Parcels C-136 Pt. A, 201, C-116, 139 Pt. A, 115, C-131 and C-132 at a price to be determined by the Michigan Department of State Highways.
3. The Detroit Edison Company agrees to enter into an agreement with the Michigan State Highway Commission relative to the use and occupancy of Parcels C-133 Pt. A, 134 and 179 Pt. C, pending a determination of future right of way requirements affecting said properties.



RECORDED RIGHT OF WAY NO. 27875-73

SUMMARY OF SALIENT FACTS

PROPERTY DESCRIPTION - BEFORE: The subject property is a vacant parcel of land, irregular in shape, with the contour of land being level for the first 1,000 feet running east from Novi Road. The balance of the land is rather undulating and wooded.

The subject property is located in the NE quadrant of I-96 and Novi Road, parallel and adjacent to the north I-96 R. O. W. line and the off ramp. The subject property contains approximately 52 acres, with a depth of 3,960 feet and 190 feet, more or less, of free access at Novi Road.

AFTER: The subject property will contain 52 acres, more or less, in fee, encumbered by a 15-acre, more or less, easement to the Detroit Edison Company for power line R. O. W. The easement will be parallel and adjacent to the existing off ramp and existing I-96 R. O. W. for the full 3,960 feet with variable widths. The description remains the same as in the "Before" situation, except for the encumbered easement.

PRESENT USE: Vacant, idle lands

HIGHEST & BEST USE - BEFORE: Parcels 133 and 179 are speculative lands for commercial development purposes. Parcel 134, due to the very nature of its shape, size, location and accessibility to Parcels 133 and 179, it is my opinion that the highest and best use is for assemblage with the property on the north property line, which is zoned multiple-family residential.

AFTER: Same as before, except that all of Parcel 134 will be encumbered by an easement to Detroit Edison Company, and the south 9 acres of 133 and 179 will also be encumbered by an easement to Detroit Edison Company.

<u>ESTIMATED VALUE BY COST APPROACH</u>	<u>Not Applicable</u>
<u>ESTIMATED VALUE BY INCOME APPROACH</u>	<u>Not Applicable</u>
<u>ESTIMATED VALUE BY MARKET APPROACH</u>	<u>\$306,000.00 Before</u>
	<u>\$222,000.00 After</u>
<u>CORRELATION & CONCLUSION OF VALUE</u>	<u>\$306,000.00 Before</u>
	<u>\$222,000.00 After</u>
<u>ESTIMATED VALUE TO RECIPIENT</u>	<u>Not Applicable</u>

- D. ZONING - Although the subject property is zoned Agricultural, it is assumed that the zoning can be changed to conform with its highest and best use; that is commercial zoning.

Sales History - The subject parcel was acquired by the Michigan Department of State Highways for the construction of I-96 on various dates: May of 1956, November of 1955, May of 1961 and January of 1956.

- E. INTEREST BEING APPRAISED - Fee Simple Estate

- F. PURPOSE OF APPRAISAL - To estimate the Fair Market Value of the subject property before an easement for power line R. O. W. is given to the Detroit Edison Company and then to estimate the Fair Market Value after a portion (15 acres) of the subject property has been encumbered by the easement.

- G. DISCUSSION OF APPRAISAL PROBLEM - As outlined above, the problem is to estimate the Fair Market Value, both in the before and after situation, based upon my opinion of the highest and best use of the subject's 52 acres of vacant land.

The subject property is located in an area where there has been some speculative buying since 1966, in anticipation of better things to come. This speculative buying was rather spotty until 1969, and since then, there are very few sales.

It will be necessary to analyze the gathered comparable sales and relate them to the subject property, taking into consideration location, size, topography, utilities, etc.

SECTION II
VALUATION OF EXCESS PROPERTY FOR SALE PURPOSES

RECORDED RIGHT OF WAY NO. *27875 R3*

A. PROPERTY DESCRIPTION - See attached description in the addendum of this appraisal report.

Assessed Valuation - Not assessed, as the property is State owned.

B. HIGHEST AND BEST USE (NARRATIVE DISCUSSION & ANALYSIS) - As the subject property is vacant, idle land, the Fair Market Value will be established by the use of comparable sales and offerings gathered from the nearby areas and adjusted for the various factors affecting value.

In the "After" situation, it will be necessary to determine what affect, if any, the 15-acre easement will have upon the whole property, utilizing the same comparative approach as in the "Before" situation.

This appraiser was rather confused at first, because of the contradicting stories regarding the trend toward commercial development and the rapidly rising values for vacant land in the area. In light of my confusion, I contacted several well-informed persons and uncovered some very important facts.

The J. L. Hudson Company Real Estate Division, in 1966, purchased several parcels of land in Sections 14 and 15, paying \$2,500.00 to \$3,500.00 per acre. This created a situation which attracted speculators and investors, whom immediately started buying up the land, believing that a J. L. Hudson shopping center would be developed. I contacted Mr. Michel Kelly, Manager of the Hudson Real Estate Division, who informed me that they had planned for a shopping center by 1970, but they didn't go through with their plans, because in 1969, it was learned that a Sears & Roebuck shopping center was to be constructed at 13 Mile Road and Haggerty Road, the route of the I-275 expressway. Mr. Kelly informed me that in about seven years, they might be able to complete their plans.

I also contacted Vilican and Leyman & Associates, Planning Advisors for Oakland County. My discussion was with Mr. Robert Shadduck, in charge of Planning for Novi Township, revealed that there has been no recent rezoning in the area of the subject property, there are no plans for sewer and water. He sees no specific

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1975-903

trend toward commercial development in the near future, but did admit a few sales by speculators. At the present time, he could see no need for additional gas stations in this quadrant and, therefore, doesn't think that rezoning for gas stations would take place at present time, and the area is not ripe for a motel, as yet, due to inactivity in the Novi area and lack of population growth.

I also had a lengthy discussion with Mr. Paul Long, Oakland County Planning Commissioner. His thinking is along the same line as Mr. Shaddock's. However, after talking with numerous persons, including real estate brokers, gathering all the information I possibly could, I have learned that their opinions are very optimistic regarding future trending and population growth in approximately five years.

In light of the facts cited above, and all the information that I could gather, it is my opinion that the market in the area of the subject property is in a state of limbo, at the present time, but with future benefits certain to come.

Note: This appraiser is aware that the subject property frontage is an ideal service station site, but I caution, that this property, at least in part, should not be sold for a service station site alone, but rather as a combination of motel, restaurant and service station. Landlocking may be disastrous.

In my opinion, the highest and best use is for future commercial and multiple development.

RECORDED RIGHT OF WAY NO: 2787513

APPROACHES TO VALUE

- C. COST APPROACH - ~~Not Applicable - Vacant~~ Not applicable, as there are no structural improvements located on the property.
- D. INCOME APPROACH - ~~Not Applicable - Vacant~~ The Income Approach is not applicable, as this approach is used only when the property takes on the characteristics of certain types of buildings capable of producing an income. The subject property is unimproved.
- E. MARKET APPROACH - This is the only approach applicable for the valuation of the subject property, as the subject property is vacant land. This method is comparing the subject property to recent known sales and offerings and adjusting the subject property to the comparables for the various factors that would affect the value of the subject property, adjusting either by a dollar amount or a percentage amount.

The comparable sales examined, inspected and analyzed can be found in the addendum of this report. I inspected the comparable sales and offerings February 16, 1971.

Reason for Adjustments:

No adjustment was considered necessary for road frontage, as the J. L. Hudson Company owns the land lying north of and adjacent to the subject property. They have expressed a great desire to purchase the subject property to assemble with their land when the property is offered for sale. They have also stated that the 190' of frontage was not a deciding factor in their desire for ownership.

No adjustment was necessary for utilities, as the subject and the comparable do not have water or sewer, and according to county officials, there is, at this time, no plans for such installations. No adjustment was deemed necessary for topography, as the subject property and the comparables are considered equal.

Index #3 is located on 12 Mile Road and is considered 15% inferior in location, due to the subject's strategic location and freeway exposure. The index and subject are considered equal, regarding size; no adjustment necessary. No adjustment was deemed necessary for shape, as the comparable and subject are both slightly irregular. The comparable was adjusted downward 10% for offering, as the asking price is usually high for bartering purposes. I have also given consideration to the fact that the comparable is now zoned multiple and the subject is zoned agriculture, but the popular consensus is that there would be no problem in rezoning the subject property.

After adjustments, the indicated value for the subject property is \$6,200.00.

Index #5 is located on 12 Mile Road, south side and is considered inferior to the subject's location, due to the subject's strategic location and freeway exposure; a plus 15% is warranted. The index contains 32 acres, while the subject is 52 acres, more or less. Smaller parcels usually command a slightly higher price than larger

RECORDED RIGHT OF WAY NO. 21875 P3

parcels, therefore, a minus 5% for size. No adjustment is necessary for shape, as both parcels are slightly irregular. A minus 10% adjustment was made for offering, as the asking price is usually high for bartering purposes. With all other factors considered as equal, after adjustments, the indicated Fair Market Value is \$5,390.00 per acre.

Index #7 is located on 12 Mile Road near Haggerty Road, kitty-corner from the Farmington Country Club, and will be approximately one mile from the new Sears & Roebuck shopping center at 13 Mile and Haggerty Road. Due to the strategic location and freeway exposure of the subject property, a plus 10% is deemed necessary. A downward adjustment of 10% was given for size, as smaller parcels tend to sell for more than larger parcels. A plus 5% is given for shape. Although the subject is slightly irregular, its utility is much greater regarding placement of building improvements, etc.

With all other factors considered as equal, the indicated Fair Market Value after adjustment is \$5,195.00 per acre.

Index #11A is located on the north side of 12 Mile Road, approximately half-way between Novi Road and Meadowbrook Road and is considered 15% inferior in location, due to the subject's strategic location and freeway exposure. A minus 10% adjustment was made, as smaller parcels tend to sell for more per acre than do larger parcels of land. A plus 5% adjustment was made for shape. Although the subject is slightly irregular, its utility is greater regarding placement of building improvements, etc.

With all other factors considered as being equal, the indicated Fair Market Value, after the necessary adjustments, is \$4,963.00 per acre.

Index #12 is located on the north side of 12 Mile Road approximately 700' west of Dixon Road in Section #10. The subject's location is considered to be 20% superior in location, due to its strategic location and freeway exposure. A downward adjustment of 10% is given for size, as smaller parcels tend to sell for more per acre than do larger parcels of land. A plus 5% adjustment is deemed necessary. Although the subject is slightly more irregular, its utility is greater regarding placement of building improvements, etc.

With all other factors considered as equal, the indicated Fair Market Value for subject property after adjustments is \$4,746.00 per acre.

After adjustments, the above sales and offerings indicate a range from a low of \$4,746.00 per acre to a high of \$6,200.00 per acre, with the middle of the range being approximately \$5,400.00 per acre.

Although the subject parcel contains a total of 52 acres, plus or minus, this appraiser has viewed it as two different segments. The first segment as containing 46 acres fronting on Novi Road and lying adjacent to the J. L. Hudson Company, in my opinion, has a high degree of potential commercial use, and having given consideration to the fact that it is the first property off the ramp, being of sufficient size for developmental purposes, having marvelous highway exposure, it is my opinion that this segment, would, in today's market, command a value near

RECORDED RIGHT OF WAY NO: 37875.03

SUBJECT	#3	#5	#12	#11A	#7
DATE OF SALE	PRESENT OFFERING	PRESENT OFFERING	MARCH 1969	MARCH 14, 1969	JUNE 1970
SALE PRICE PER ACRE	\$6,000.00 REALISTIC	\$5,500.00	\$4,200.00	\$4,570.00	\$5,000.00
SIZE (52 A. SUBJECT)	60 A.	32 A.	10 A.	10 A.	10 A.
		<u>ADJUSTMENTS</u>			
LOCATION EXCELLENT	1.15	1.15	1.20	1.15	1.10
UTILITIES	-0-	-0-	-0-	-0-	-0-
TOPOGRAPHY	-0-	-0-	-0-	-0-	-0-
TIME AND OFFERING	.90	.90	-0-	-0-	-0-
SIZE	-0-	.95	.90	.90	.90
SHAPE	-0-	-0-	1.05	1.05	1.05
COMPOSIT ADJ.	1.035	.98	1.13	1.086	1.039
IND. VALUE PER ACRE	1.035 x \$6,000.00 = \$6,200.00	.98 x \$5,500.00 = \$5,390.00	1.13 x \$4,200.00 = \$4,746.00	1.086 x \$4,570.00 = \$4,963.00	1.039 x \$5,000.00 = \$5,195.00

Having given considerable thought to the subject parcel, that is, its strategic location to highway exposure and high degree of potential use, it is my opinion that a 46-acre tract has a Market Value of \$6,000.00 per acre and the adjoining 6-acre tract has a Fair Market Value of \$5,000.00 per acre or a total Market Value of:

$$\begin{aligned}
 & \$6,000.00 \text{ per acre} \times 46 \text{ acres} = \$276,000.00 \\
 & \$5,000.00 \text{ per acre} \times 6 \text{ acres} = \underline{30,000.00} \\
 & \qquad \qquad \qquad \qquad \qquad \qquad \underline{\$306,000.00}
 \end{aligned}$$

BA 1

RECORDED RIGHT OF WAY NO. 21875
23

the top of the range or a Fair Market Value of \$6,000.00 per acre, the total Fair Market Value being \$276,000.00.

The second segment is tucked down in the far east corner and contains 6 acres, more or less. It is my opinion that, due to its very location and shape, it does not have the high degree of potential use as the first segment. However, it is located south and adjacent to a 60-acre parcel of land that is already zoned for multi-family residential. This segment could very well be assembled with the above mentioned 60-acre parcel, and because of my investigation and inquiries, I have learned that there would be no problem in having the 6-acre segment zoned for multi-family residential.

After a thorough analysis, and in light of all the facts that I have gathered, it is my opinion that the Fair Market Value for the 6-acre segment is \$5,000.00 per acre or \$30,000.00.

CORRELATION AND CONCLUSION OF VALUE BEFORE THE GRANTING OF EASEMENT TO DETROIT EDISON COMPANY-The approach to value has been developed as follows:

Cost Approach-----Not Applicable
Income Approach-----Not Applicable
Market Approach-----\$306,000.00

The subject property is vacant land, therefore, the Cost Approach and Income Approach are not applicable.

Several sales and offerings of vacant sites were considered and analyzed. The five comparables utilized in this report can be found in the addendum of this appraisal report.

After making the proper adjustments for the various factors affecting value and exercising judgment to the best of my ability, based upon many years of experience as a staff appraiser, it is my opinion that the Fair Market Value for the subject property is \$306,000.00.

RECORDED RIGHT OF WAY NO. 27875.03

Valuation of the Subject Property After the Granting of a 15-Acre Easement to the Detroit Edison Company - Having given considerable thought to the subject

property after the granting of the 15-acre easement, it is my opinion that the property will retain the same highest and best use, as in the "Before" situation. There will be no damages or benefits to the remaining unencumbered lands, therefore, all factors as set forth in arriving at the "Before" per-acre value will remain the same in the "After" situation.

As previously set forth in the appraisal, the subject property was appraised as two separate segments--one segment of 46 acres as having a highest and best use of potential commercial development, and the second segment of 6 acres as having a highest and best use of multi-family development.

From the 46-acre segment, an easement of 9 acres is to be given to Detroit Edison Company; the said easement is adjacent to the R. O. W. line and, for all practical purposes, this 9 acres of land, encumbered by an easement for tower power line use, can never be used for commercial development. That is, to construct buildings or any use commensurate with commercial enterprises. I am of the opinion that the adjoining, unencumbered, 37 acres have lost the entire use of this 9 acres, and to project any possible use would be highly speculative. Therefore, it is my opinion that the value of the easement is equal to the value of the fee, or, 9 acres x \$6,000.00 = \$54,000.00.

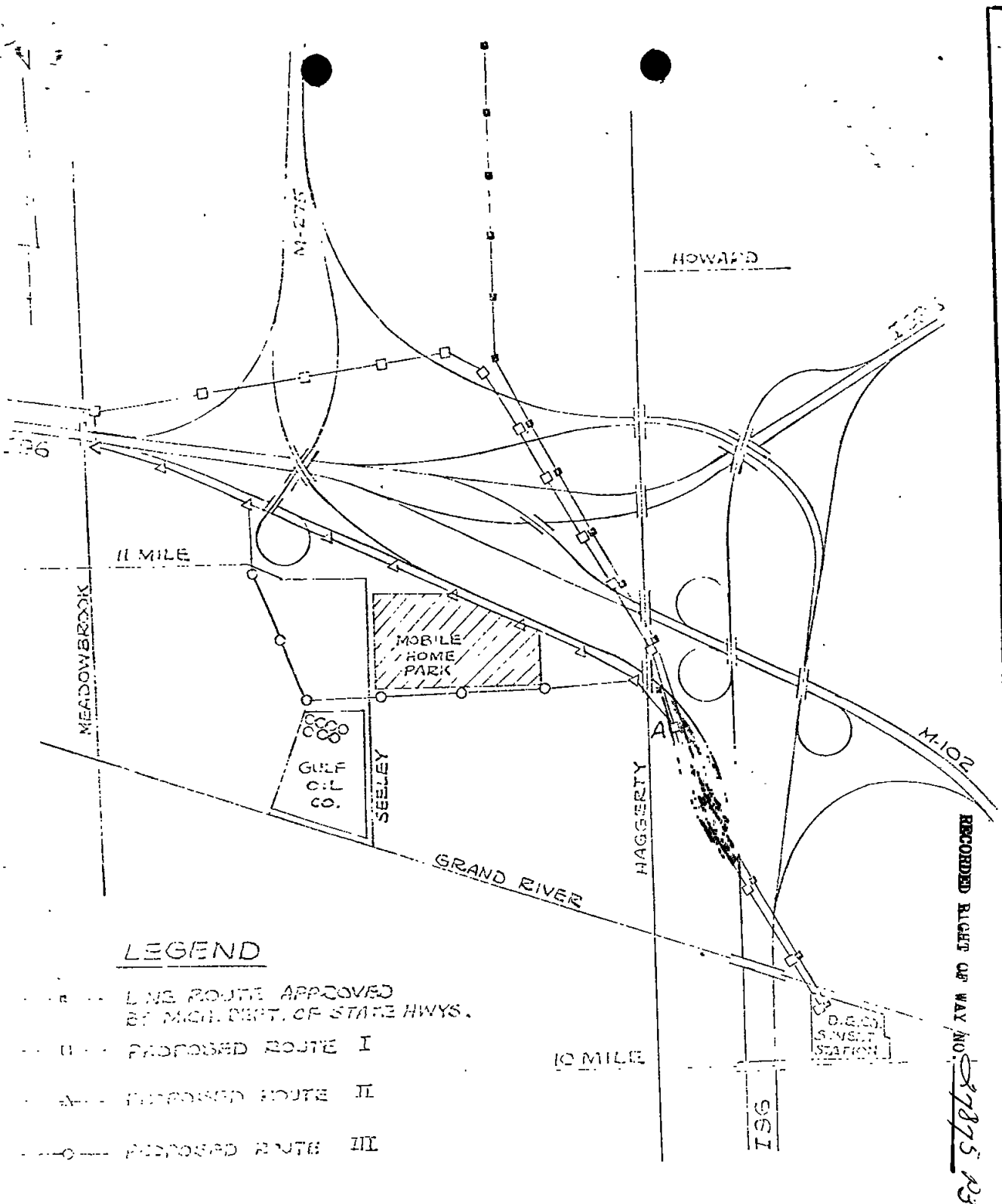
The second segment contains 6 acres, more or less. It is south of and adjacent to the 60-acre parcel of land that is zoned Multi-family residential. Due to my investigation of the area and discussions with officials, it is felt by this appraiser that an assemblage of these two parcels of land is well-within the realm of reasonableness.

I have also given careful thought to the fact that a developer may or may not be interested in the 6 acres at a highly discounted value, even though they were encumbered by an easement, if only for density purposes, which would enable the construction of more rental units per acre. This reasoning, too, is highly speculative.

It is my opinion, after considering the risk factor involved, that the value of this easement, also, is equal to the value of the fee or 6 acres x \$5,000.00 = \$30,000.00.

The total value assigned to the 15-acre easement is \$84,000.00. The estimated Market Value after the granting of the 15-acre easement is: \$306,000.00 - \$84,000.00 = \$222,000.00.

RECORDED RIGHT OF WAY NO. 27875-23



TRANSMISSION LINE ROUTE
 NEAR GRAND RIVER NORTHWEST OF
 SIGNAL STATION

APPROVED	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
	LAYOUT BY <u>PROVE</u>	DRAWN BY
	DATE <u>5/23/70</u>	DRAWING NUMBER
	SCALE <u>1" = 1200'</u>	

CORRELATION AND CONCLUSION OF VALUE AFTER THE GRANTING OF A 15-ACRE EASEMENT - In arriving

at the value of the property after the granting of a 15-acre easement, reference was made to the land value analysis in the "Before" situation. This same analysis was considered applicable to the unencumbered portion of the property. The value of the 9-acre portion encumbered by an easement was estimated, based upon its contributory value to the 46-acre segment. The value of the 6-acre portion encumbered by an easement was based upon its contributory value to the adjoining lands, which is its highest and best use. It has been determined in both cases that the encumbered lands would have no contributory value to the adjoining lands.

As previously mentioned in the appraisal, the 37-acre, unencumbered portion of the 52-acre subject parcel retains its original value of \$6,000.00 per acre or an "After" value of \$222,000.00. However, in viewing the entire 52-acre parcel, the damages sustained, due to the granting of the 15-acre easement, are in the amount of \$84,000.00.

Having analyzed all the data found in my investigation and considering all other factors pertaining to or affecting value, it is my opinion that the subject property has an estimated Fair Market Value, after the granting of the 15-acre easement, of: Two Hundred Twenty Two Thousand Dollars (\$222,000.00).

RECAPITULATION OF "BEFORE" AND "AFTER" VALUES:

Estimated Value "Before"-----	\$306,000.00
Estimated Value "After"-----	222,000.00
Difference	\$ 84,000.00

Regarding the 30-foot permit for the removal of trees along side the proposed easement R. O. W. I discussed this with Ken Winters and Leonard Farr, and they suggested that this will undoubtedly be needed for a short duration and it could cause no damage, therefore, compensation for this permit should be waived.

LEASE RENTAL: I was also asked to arrive at a fair rental on a yearly basis for the 15-acre segment of land. It is my opinion that an entrepreneur would expect a return of 8% interest per year for the rental of lands such as the subject property. My selection of an 8% interest rate is based upon the 8% rates in the current mortgage market and the current 5 3/4 prime interest rates.

The estimated rental for a one-year lease for the 15 acres is \$6,720 plus taxes.
\$84,000.00 x 8% interest = \$6,720.00

RECORDED RIGHT OF WAY NO. 27875 R3

**SECTION IV
CERTIFICATION**

RECORDED RIGHT OF WAY NO. 27875 B3

STATE OF MICHIGAN
DEPARTMENT OF STATE HIGHWAYS
RIGHT OF WAY DIVISION

EXCESS PROPERTY
AFFIDAVIT OF APPRAISER

State of Michigan
County of Ingham S.S.:

I, Richard Maltby, being duly sworn, depose and say:

That I have personally inspected the property herein appraised on December 15, 1970,
January 7, 1971, February 16, 1971 and February 26, 1971 (date)(s).

That any photographs or sketches attached hereto were taken or made as of the date of inspection and represent the property in its condition at that time.

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Michigan with the assistance of Federal-aid highway funds, and that such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That I have given consideration to the value of the land, and damages and benefits to the remainder land, if any, to the extent benefits are allowed under State law.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That the reported valuation estimate is the result of a non-collaborated, uninfluenced analysis of valuation information leading to the final conclusion and represents my independent judgment of value.

That I will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Department of State Highways and/or Attorney General of said State or officials of the Bureau of Public Roads until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

Having considered, to the best of my ability, all factors of valuation, it is my honest opinion that as to the 1st day of March, 1971, the following values apply:

Estimated Market Value of Excess \$ 306,000.00
Estimated Market Value ~~to be paid~~ AFTER \$ 222,000.00
" JUST COMPENSATION 84,000.00

IN WITNESS WHEREOF, I Richard Maltby
hereunto set my hand and seal.

Witness _____ Signature Richard Maltby

Subscribed and sworn to before me this _____ day of _____ 19__.

Notary Public
My Commission expires _____

RECORDED RIGHT OF WAY NO. 87875 B3

**SECTION V
ADDENDUM**

RECORDED RIGHT OF WAY NO. 87875 P3

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 25, 1970

Mr. William Hardy
District Utility Engineer
Michigan Department of State Highways
926 Featherstone Road
Box 3054
Pontiac, Michigan 48059

Attention: Mr. Kenneth D. Winter, Manager Excess Property Section

Dear Mr. Hardy:

Re: Proposed new construction of Wixom-Sunset Transmission Line over apparent State excess land adjacent to I-96 expressway, City of Wixom, City of Novi - Control 63191A

On June 4, 1970, in a memo to Mr. Kenneth D. Winter, Manager Excess Property, I outlined several parcels of State land which The Detroit Edison Company proposes to cross in the construction of this transmission line.

Since that date, the selection of the route through the I-696, I-96 and M-275 interchange has been reviewed by the district, design and the Bureau of Public Roads. The date of the Bureau of Public Roads' authorization is July 1, 1970.

We have met with the City of Novi and reviewed our proposal relative to the State parcels east of the Novi Road interchange. These parcels were apparently to be held for the City. The City expressed their comments in a letter dated July 27, 1970.

Accordingly, based on my June 4 memo, I request easements or purchase of the following State excess properties:

Item No. 1 - Parcels 115, 131, 132 in their entirety. These parcels are west of Novi and are shown on D.E. sketch No. 5MS1063-12 and the M.D.S.H. sketch 63-R-1.

Item No. 2 - An easement described as follows:

Land in the City of Novi, County of Oakland and State of Michigan described as: That part of the North 1/2 of the Southwest 1/4 of Section 14, Town 1 North, Range 8 East described as: Commencing at the Center of said Section; thence southerly along the North and South 1/4 Line of said Section, 528.00 feet to the point of beginning; thence continuing southerly along the last described line, 222.61 feet to an iron; thence northwesterly along a line, making a northwesterly angle of 81°13'15" with the last described line, said line also being the North Line of Interstate Highway (I-96), 1891.17 feet to a point; thence northwesterly along a line deflecting to the right 11°09'08" from the last described line, 769.67 feet to an iron in the easterly right-of-way line of Novi Road; thence northerly along said Road Line, making a northwesterly angle of 117°37'35" with the last described line, 15.07 feet to an iron; thence southeasterly along a line, making a southeasterly angle of 73°31'33" with the last described line, 1273.06 feet to an iron; thence continuing southeasterly along a line deflecting to the left 2°20'39" from the last described line, 1344.98 feet to the point of beginning.

over Parcels Nos. 179 and C133, and acquire all of Parcel 134 supporting D.E. sketch No. SMS1063-10 and M.S.H.D. sketch enclosed. The easement width varies and is shown on the attached sketches.

These parcels, I realize, are in the area of proposed ramp revision. I am hopeful we will be able to construct through the interchange with a construction permit and receive our easements at a later date.

Item No. 3 - In the area East of Meadowbrook Road, the State parcels involved are all of Parcels 116, 201 and C139 and the South 70 feet of Parcel 136 as shown on ED 5-7157. This again is in the area of future construction and we hope to complete our construction before the M-275 is constructed.

All towers would be constructed based on current design information to hopefully avoid construction conflicts. Construction within the interchange would be by 409 Permit. This will be submitted at a later date.

Mr. William Hardy

Page 3

August 25, 1970

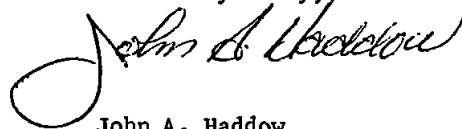
In May of this year, Mr. W. Browell of the Michigan Department of State Highways reviewed the entire route of line with respect to any tree problems. Since there will be absolutely no tree cutting on the expressway, he indicated at that time no objection to the project.

Permission has been given to survey State excess land - Parcels 116, 201, C136 and C139. A detail description will be forwarded to you when they are available.

On parcels where we request easements, we require the right to clear any trees 7-1/2 feet each side of the tower center line. The balance of the trees within the easement would be selectively cut. In addition, we would require the right to remove any danger trees, 30 feet outside of the requested easement. This would not apply to trees on the limited expressway right of way, as there will be no tree removal or trimming on the expressway.

Should you have any questions or need any additional information, please let me know.

Yours very truly,



John A. Haddow
Properties and Rights of Way Dept.

JAH/mld

Enclosures

Control 63022
Project 63-29
Parcels C-133, 134, 179

LEGAL DESCRIPTION

All that part of the North 1/2 of the Southwest 1/4 of Section 14, T1N, R8E, City of Novi, Oakland County, Michigan, lying Northerly of a line described as:

Beginning at a point on the North and South 1/4 line of said Section 14 which is South a distance of 528.00 feet from the center 1/4 corner of said Section 14; thence continuing Southerly along said North and South 1/4 line a distance of 222.61 feet to an iron; thence Northwesterly along a line making a Northwesterly angle of 81 deg. 13' 15" with the last described line, said line also being the North line of I-96, a distance of 1891.17 feet; thence Northwesterly along a line deflecting to the right 11 deg. 09' 08" from the last described line, to the West section line of said Section 14.

Also all that part of the South 60 acres of the West 1/2 of the Southeast 1/4 of said Section 14, which lies Northeasterly of a line 150 feet North-easterly of (measured at right angles) and parallel to a line described as: beginning at a point on the East line of said Section 14 which is North 03 deg. 06' 50" West a distance of 1319.08 feet from the Southeast corner of said Section 14; thence North 83 deg. 29' 50" West a distance of 3000 feet to a point of ending.

Also the South 1/4 of the South 1/2 of the Northwest 1/4 of Section 14, T1N, R8E, City of Novi, Oakland County, Michigan, except the West 5 acres thereof.

Contains 52 acres, more or less.

RECORDED RIGHT OF WAY NO. 27875 93

MICHIGAN
STATE HIGHWAY DEPARTMENT
CHARLES M. ZIEGLER
STATE HIGHWAY COMMISSIONER

LAND INVENTORY

FORM 617

CONTROL: 63022
PROJECT: 63-29 2nd (R)
PARCEL: 0-123

GRANTOR: Mildred J. Hunt
DATE OF DEED: November 3, 1955

TYPE OF DEED: Cont.
CONSIDERATION: \$40,000.00

BUILDINGS:

Station: 583 + 62 to 597 + 16

DESCRIPTION:

All that part of the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Sec 14, T1N, R8E, Novi Twp., Oakland County, Michigan, which lies Northerly of a line 150 ft Southerly of (measured at right angles) and parallel to the survey line of Highway US-16 (relocation).

Also the South $\frac{1}{4}$ of the South $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, T1N, R8E, Novi Twp., Oakland County, Michigan, except the West 5 acres thereof.

Contains 44.44 acres of land more or less.

The survey line of Highway US-16 (relocation) is described as: Beginning at a point on the West line of said Sec 14, which is South 2 deg 07' 10" E, 476.70 ft from the West $\frac{1}{4}$ corner of said Sec 14; thence South 83 deg 29' 50" East, 3000 ft to a point of ending

SKETCH:

SEE ATTACHED SKETCH

RECORDED RIGHT OF WAY NO. 27875 723

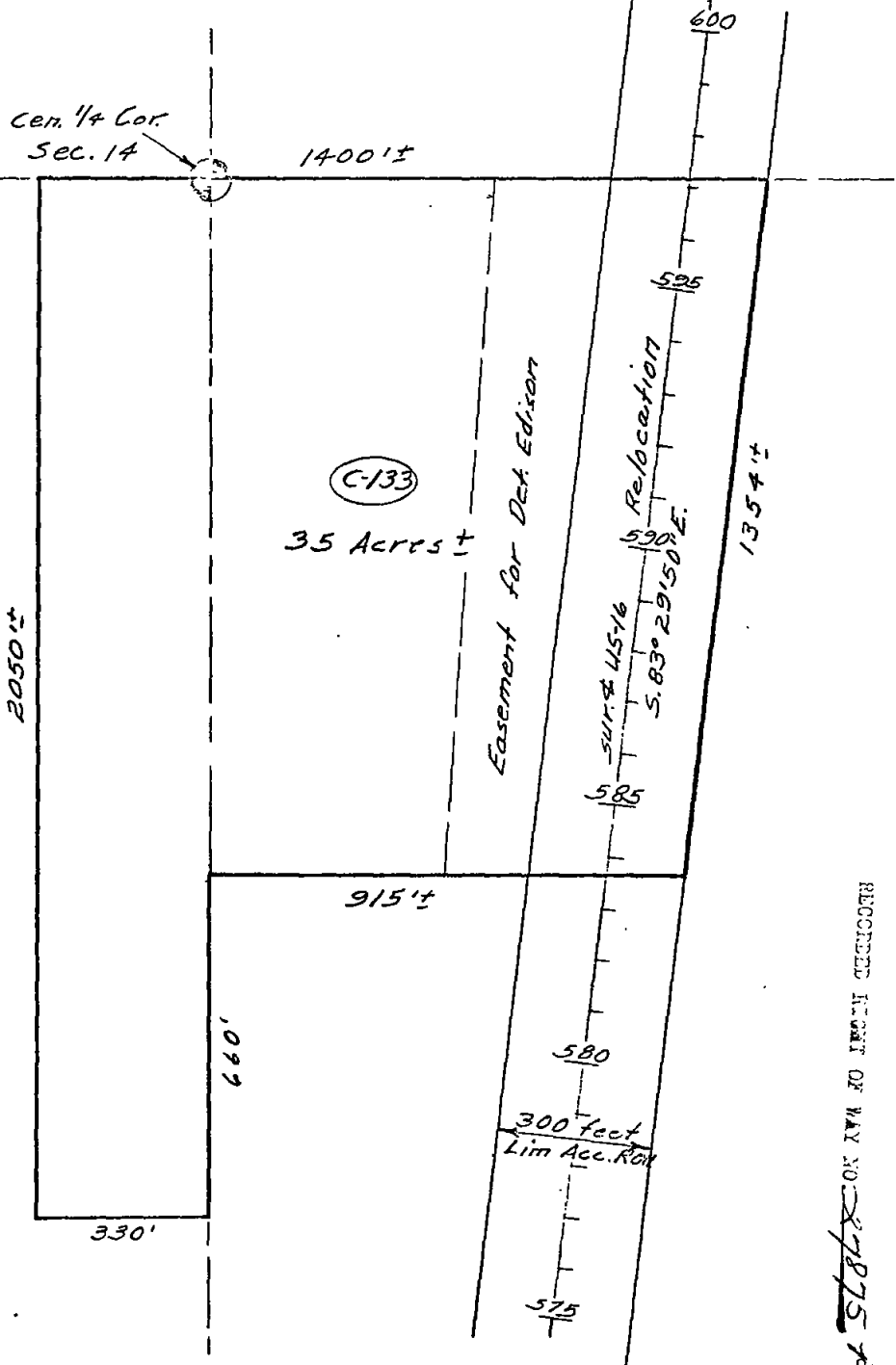


Scale:
1" = 300'
D.M. K.T.
C.H.D. 11/29

CONTROL	63022
PROJECT	63-29
PARCEL	C-133

Sec. 14 T1N, R8E
Village of Novi
OAKLAND CO.

cen. 1/4 Cor.
Sec. 14



(C-133)
35 Acres ±

Easement for Det. Edison

Relocation
5.83° 29' 15.0\"/>

300 feet
Lim. Acc. Row

RECORDED INSTRUMENT OF WARRANTY NO. 279875 203

Mr. John Haddow

-2-

March 8, 1971

The terms of said agreement shall be established by the Michigan State Highway Commission subject to State Administrative Board approval.

4. Inasmuch as the proposed transaction, as set forth in the previous paragraphs, is subject to the State Highway Commission and State Administrative Board approval, the Detroit Edison Company agrees to remove their facilities from subject properties within six (6) months after notification by the Michigan Department of State Highways, should the proposed transaction be disapproved.

5. A. During that period of time prior to issuance and recording of a deed from the Michigan Department of State Highways to the Detroit Edison Company, the Michigan Department of State Highways shall not be liable to the Detroit Edison Company for any claim by reason of any act done or act committed by the Detroit Edison Company, its agents, employees, servants, or contractors in the exercise or performance, or purported exercise or performance of any rights granted hereby or maintenance and use of said land.

B. The right of entry is expressly conditioned upon and subject to the assumption, by the contractor, engaged by the Detroit Edison Company to construct said electrical facility, of all risks of so doing and said contractors shall assume complete responsibility for and indemnify and save the State of Michigan, Department of State Highways, harmless from and against any and all claims for injury or death to any person or persons and for damage to any property which is caused by or arises out of the negligence or improper construction or maintenance of said electrical facility within the lands herein described.

C. Further, said contractor or contractors engaged by the Detroit Edison Company for said electrical facility construction purposes shall maintain public liability insurance acceptable to the Department of State Highways with coverage including the contractual liability assumed hereunder, Bodily Injury Liability Insurance in the amounts of at least Two Hundred Thousand (\$200,000.00) Dollars for injury or death to one person and Five Hundred Thousand (\$500,000.00) Dollars for injury or death to two or more persons, resulting from any one accident and Property Damage Liability Insurance or the amounts of One Hundred Thousand (\$100,000.00) Dollars each accident and Two Hundred Thousand (\$200,000.00) Dollars aggregate.

D. No entry is to be made on aforesaid lands by the Detroit Edison Company or its contractor or contractors unless prior to such entry evidence of the aforementioned insurance is delivered to the Michigan Department of State Highways, Right of Way Division, Excess Property Section, Post Office Drawer K, Lansing, Michigan 48904. However, it is expressly understood that the liability imposed upon said contractor or contractors shall be in no way restricted or released by reason of such insurance.

RECORDED RIGHT OF WAY NO. 27875 13

LIBER 3786 PAGE 569

CONTROL SECTION 63022
PROJECT 63-29 RD
PARCEL C-134

GRANTOR Charles R. Van Every

DATE OF CONVEYANCE

7 May 56

TYPE OF CONVEYANCE Warranty Deed

CONSIDERATION \$12,000.00

PURCHASE DESCRIPTION: 597 +16 to 610 + 42

All that part of the South 60 acres of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 14, T1N, R8E, Novi Township, Oakland County, Michigan, more particularly described as: Beginning at the South $\frac{1}{4}$ corner of said Section 14; thence North 89 deg. 14' East on South line of said Section 14, a distance of 1326.70 feet; thence North 0 deg. 34' West on the East 1/8 line of said Section 14, 1984.73 feet; thence South 89 deg. 14' West, 1307.17 feet to the North and South $\frac{1}{4}$ line of said Section 14; thence due South of the North and South $\frac{1}{4}$ line of said Section 14, 1984.89 feet to the point of beginning, which lies Northerly of a line 150 feet Southerly of, measured at right angles, and parallel to the survey line of Highway US-16.

SKETCH: SEE ATTACHED SKETCH

RECORDED RIGHT OF WAY NO. 29875 90

Station 570 + 5.90 to 583 + 62

GRANTOR Anne I. Hulett
DATE OF CONVEYANCE Jan. 12, 1956

CONTROL SECTION	63022
PROJECT	63-29
PARCEL	C-179
TYPE OF CONVEYANCE	Warranty
CONSIDERATION	\$16,000.00

PURCHASE DESCRIPTION:

All of the North 1/2 of the North 1/2 of the West 1/2 of the Southwest 1/4 of Section 14,
T1N, R8W, Novi Township, Oakland County, Michigan.

Contains 20.00 acres of land, more or less.

SKETCH: SEE ATTACHED SKETCH

DISPOSAL RECORD

ESTIMATED COST _____ APPRAISED VALUE \$25.00 APPRAISAL DATE Dec. 15, 1959
 SALE NO. 9-29-A Item 10 SOLD TO John D. Killeen, 26666 Novi Road, Novi, Mich. AMOUNT \$25.00 TERMS cash
 DEED SIGNED May 31, 1961 DEED DELIVERED June 8, 1961 ADVISE TO TAX SECTION June 8, 1961 MAPS POSTED _____

SELLING DESCRIPTION:

Part B:

All that part of the North 1/2 of the North 1/2 of the West 1/2 of the Southwest 1/4 of Section 14, T1N, R2W, Novi Township, Oakland County, Michigan, which lies Southerly of a line 150 feet Southerly of (measured at right angles) and parallel to a line described as: Beginning at a point on the West line of said Section 14; which is 476.70 feet Southerly of the West 1/4 corner of said Section 14; thence South 83 deg. 29' 50" East a distance of 500 feet to a point of ending. EXCEPTING THEREFROM the Westerly 70 feet of said Section 14.

(Limited Access and Billboard limitation included.)

RECORDED RIGHT OF WAY NO. 21875123

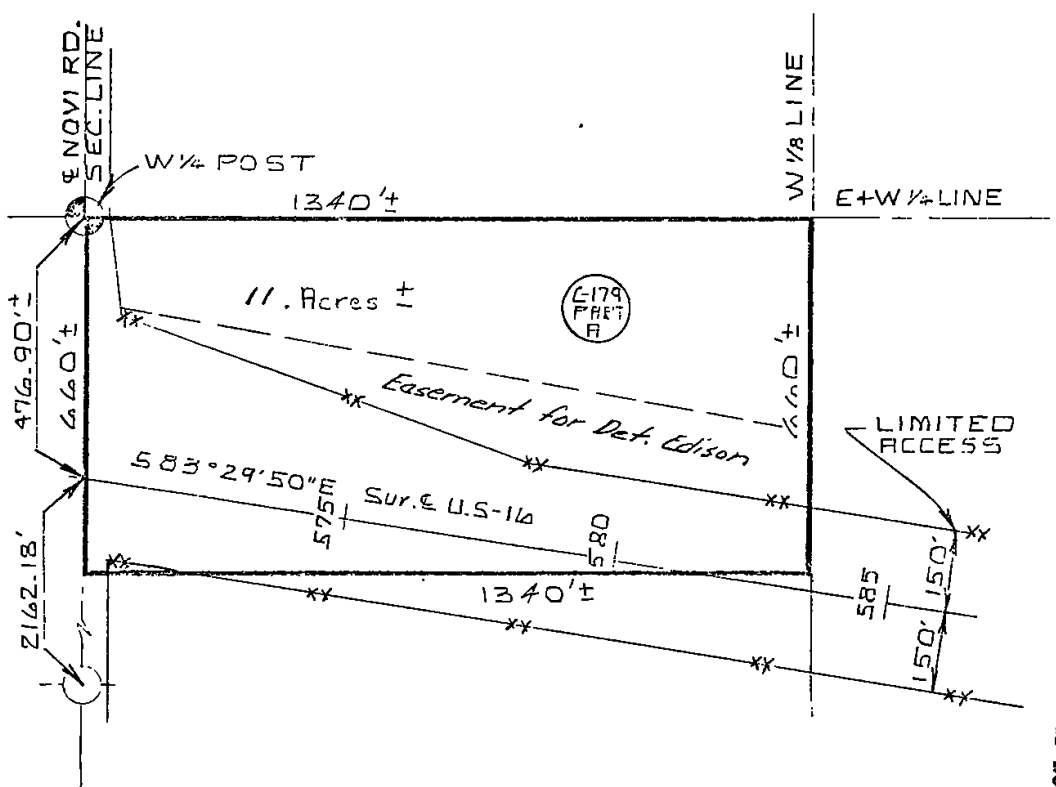
ADVANCE		
HOLD	6-28-68	future const.
CLEARED		
SOLD		



SECTION 14, T1N, R8W
 Village of Novi
 OAKLAND COUNTY

CONTROL 63022
 PROJECT 63-29
 PARCEL C-179

Scale
 1"=300'
 Dwn. A.M.S
 CK'd O.M.D.
 Rev. - ALS 3/4



RECORDED RIGHT OF WAY NO. 27875 95

Control 63022
Project 63-29
Parcels C-133, 134, 179

EASEMENT DESCRIPTION

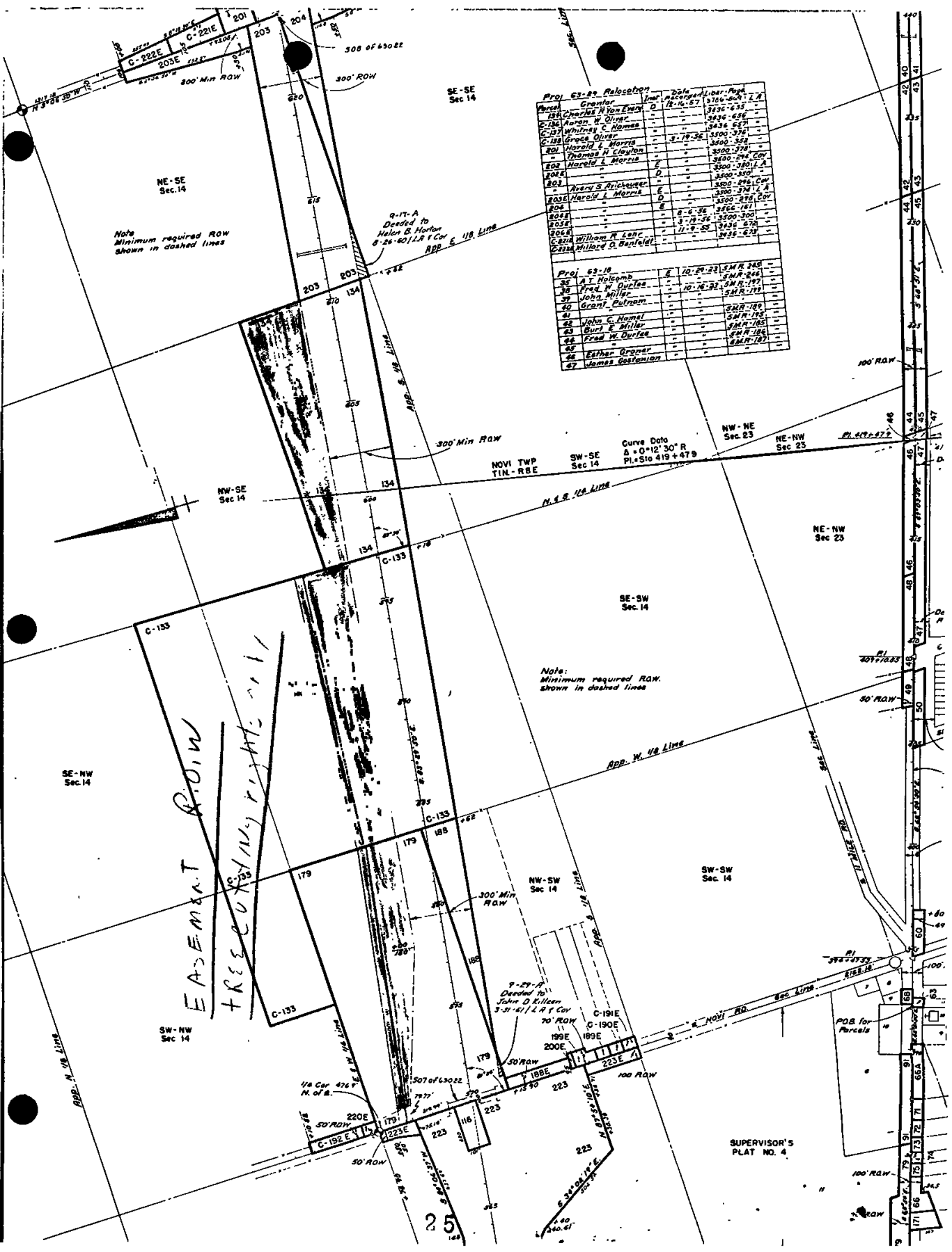
All that part of the North 1/2 of the Southwest 1/4 of Section 14, T1N, R8E, City of Novi, Oakland County, Michigan, described as:

Beginning at a point on the North and South 1/4 line of said Section 14 which is South a distance of 528.00 feet from the center 1/4 corner of said Section 14; thence continuing Southerly along said North and South 1/4 line a distance of 222.61 feet to an iron; thence Northwesterly along a line making a Northwesterly angle of 81 deg. 13' 15" with the last described line, said line also being the North line of I-96, a distance of 1891.17 feet; thence Northwesterly along a line deflecting to the right 11 deg. 09' 08" from the last described line, a distance of 769.67 feet to an iron in the Easterly right-of-way line of Novi Road; thence Northerly along said Easterly right-of-way line, making a Northwesterly angle of 117 deg. 37' 35" with the last described line, a distance of 15.07 feet to an iron; thence Southeasterly along a line, making a Southeasterly angle of 73 deg. 31' 33" with the last described line, a distance of 1273.06 feet to an iron; thence continuing Southeasterly along a line deflecting to the left 02 deg. 20' 39" from the last described line, a distance of 1344.98 feet to the point of beginning.

Also all that part of the South 60 acres of the West 1/2 of the Southeast 1/4 of said Section 14, which lies Northeasterly of a line 150 feet North-easterly of (measured at right angles) and parallel to a line described as: beginning at a point on the East line of said Section 14 which is North 03 deg. 06' 50" West a distance of 1319.08 feet from the Southeast corner of said Section 14; thence North 83 deg. 29' 50" West a distance of 3000 feet to a point of ending.

Contains 15 acres, more or less.

RECORDED RIGHT OF WAY NO. 24875-93



Proj 63-22 Release

Parcel	Grantor	Date	Recorder	Page
181	Charles H Van Ewen	12-16-27	3786-649	12
182	Aaron W Oliver		3836-636	
183	Whitney K. Thomas		3836-629	
184	Grace Oliver	3-18-36	3500-398	
185	Harold L. Morris		3500-398	
186	Thomas H. Clayton		3500-398	
187	Harold L. Morris		3500-398	
188	Harold L. Morris		3500-398	
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300	Harold L. Morris		3500-398	

Proj 63-18

Parcel	Grantor	Date	Recorder	Page
1	A. J. Holcomb	10-29-23	SMR-248	
2	Fred W. Durler		SMR-248	
3	John Miller	10-26-23	SMR-192	
4	Grant Cultram		SMR-192	
5	John C. Hamel		SMR-192	
6	Burt E. Miller		SMR-192	
7	Fred W. Durler		SMR-192	
8	Edith Grover		SMR-192	
9	James Gustafson		SMR-192	

EASEMENT
 +
 TREE CUTTING RIGHT

Note
Minimum required ROW
shown in dashed lines

Note:
Minimum required ROW.
shown in dashed lines

SUPERVISOR'S
PLAT NO. 4

Item No. _____
 Fed. Proj. No. _____
 Control Section 63022

**APPRAISAL ASSIGNMENT PROPOSAL
 AND
 ESTIMATE OF APPRAISAL FEES**

Appraisal Due Date A.S.A.P.
 to Acquisition PRIORITY I
 (from status report)

RECORDED RIGHT OF WAY NO. 27875 R3

Prepared by Leonard L. Farr Date Dec. 8, 1970

X-2521

PARCEL NUMBER, OWNER OF RECORD AND ADDRESS	TYPE OF PROPERTY	TYPE TAKE	IMPROVEMENT IN TAKING	APPRAISAL PROBLEM (State any special studies to be furnished by Department—Cost, Fixtures, etc.)	ESTIMATED FEE
C-133, 134, & 179	Vacant (Excess)			<p>Detroit Edison has requested an easement for tower line purposes over the subject excess parcels. In addition to the permanent easement, Edison also requests the right to remove dangerous trees over an additional 30 feet lying northerly of the proposed easement. The proposed easement encumbers all of Parcel 134.</p> <p>Considering the excess property to be encumbered and the effect of subject easement on the remaining excess assemblage, determine the consideration the Department should receive for the proposed grant.</p> <p>Appraisals are to be made in accordance with the minimum requirements of the Appraisal Guide for excess property.</p>	

The above is not to be construed as a competitive bid. Its purpose is to support and document the fees paid for personal services by the Michigan Department of State Highways. The information contained herein is confidential between myself and the Department of State Highways and will not be disclosed to other fee appraisers by either party for competitive purposes.

The undersigned deposes and says that as the responsible appraiser submitting this proposal he has not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of submitting an independent estimate of fees for this assignment.

It is my opinion that a reasonable fee to properly appraise the above properties in accordance with plans and title furnished by the Department and furnish reports that comply with appraisal requirements (Form 633) of the Department is \$ _____ . If accepted by the Department, I agree to deliver said appraisals by _____ (date)

APPRaiser _____ DATE _____ Page _____ of _____

ADJACENT OWNERS:

- (1) Michel Kelly - Broker for J. L. Hudson Company Real Estate Division. Owns 57.5 acres north of and adjacent to the subject property. Tax #M.N. 219 & 218.
Address: 1206 Woodward Avenue
Detroit, Michigan 48226
- (2) Silverman & Haltzman - Owns 60 acres fronting on 12 Mile Road. Zoned Multi-family. Tax #M.N. 248A& 215.
- (3) L. Anderson - 977 Sexton Road, Howell, Michigan 48843
- (4) Harold Morris - 26111 Meadowbrook Road, Novi, Michigan 48037. Owns 32 acres fronting on 12 Mile Road.
- (5) Milton Blumberg, 15298 Meller Street, Oak Park, Michigan 48037. Owns 3.11 acres fronting on Novi Road. Tax #M.N. 220 B.
- (6) Mobil Oil Corp. - 15565 Northland Drive, Southfield, Michigan. Tax #M.N. 221.

NOTE TO READER: Michel Kelly of J. L. Hudson Real Estate Division is definitely interested in the subject parcel and asked to be notified at time of sale of property.

Ownership, Occupancy and Contact With Owner - Ownership is Michigan Department of State Highways. Occupancy is vacant, idle land. Contact with Owner -Mr. Kenneth Winter, Manager of the Excess Property Section of the Michigan Department of State Highways, has requested a "Before" and "After" appraisal of the subject property. The Detroit Edison Company is in need of an easement for power line R. O. W. from the southern part of and adjacent to the I-96 expressway.

The written request from the Detroit Edison Company can be found in the addendum of this report.

RECORDED RIGHT OF WAY NO. 27875-93

SUBJECT PROPERTY

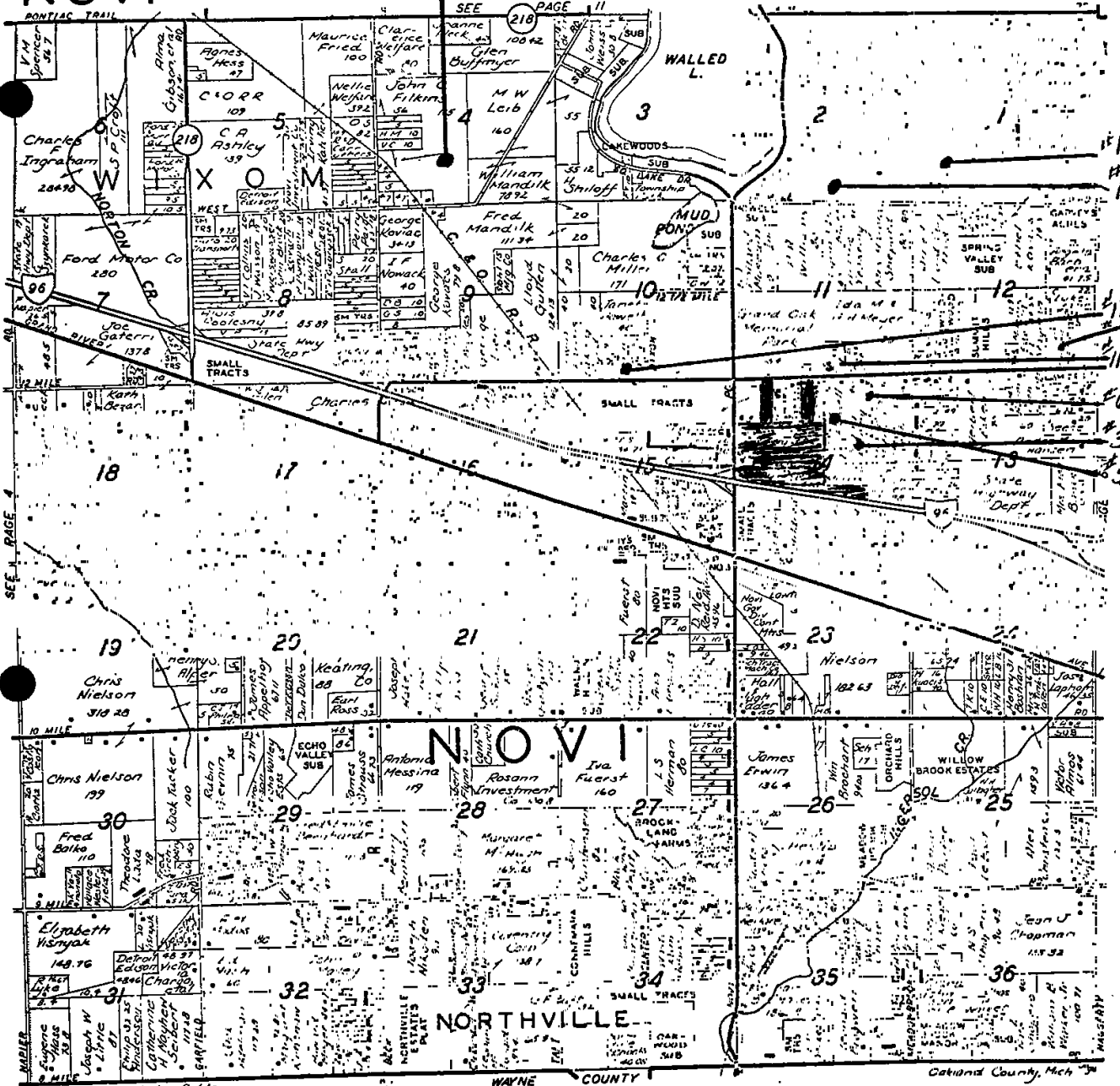
**Picture taken from the extreme eastern
line of subject along I-96. Facing west.
2-16-71 By Maltby.**

**Picture taken from center of subject
property along I-96. Facing west.
2-16-71 By Maltby.**

RECORDED RIGHT OF WAY NO. 29875 403

NOVI

T. 1 N. - R. 8 E. 5



©1964 Rockford Map Publ.

Red-owned by J. Hudson & Co.
 Green-owned by STATE HIGHWAY DEPT.

29875 AS