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RIGHT OF WAY FILE #

230323

GRANTOR NAME

STREET ADDRESS

CITY/TOWN

ZIP CODE

ST

EASEMENT DESCRIPTION

AGREEMENT DATE

AGREEMENT TYPE

36

LIBER #

PAGE #

DRAWING R/W #

PVT CL#

SECTION

QUARTER SECTION 3

QUARTER SECTION 2

QUARTER SECTION 1

TOWNSHIP

COUNTY

RTE OF LINE

TOWNSHIP RANGE

DIVISION CODE

SUBDIVISION NAME

OUT LOT

EAST OF

BLOCK #1

WEST OF

LOT #1

NORTH OF

BLOCK #2

SOUTH OF

LOT #2

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6588

EASEMENT

THE UNDERSIGNED, (Grantor) hereby acknowledges receipt of the sum of \$10.00 and other valuable consideration from The Detroit Edison Company ("Company"), a New York and Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, in consideration of which the Grantor hereby grants and conveys unto Company the following:

1. A non-exclusive easement and right-of-way (Easement No. 1) for the construction and installation, and thereafter the operation and maintenance, of underground line facilities and related systems and devices, all for the purpose of transmitting electrical energy and services, in, under, through and beneath the following described lands (Easement Area No. 1) situated in the Township of Novi, County of Oakland, Michigan, to-wit:

A fifteen foot wide strip of land in the Northwest quarter of Section 14, Township 1 North, Range 8 East shown on Exhibit "A" attached hereto as a dark line running from Point "A" to Point "D". Specifically, said fifteen foot wide strip shall run from Point "A" to Point "B" along the center line of an ingress and egress driveway to be installed by Grantor (said center line to be located and marked by Grantor prior to the installation of Company's facilities); thence from Point "B" to Point "C" adjacent to and westerly of a paved roadway to be installed by Grantor (the westerly edge of said roadway to be located and marked by Grantor prior to the installation of Company's facilities); thence, from Point "C" to Point "D" adjacent to the southerly line of Grantor's property.

2. A non-exclusive easement and right-of-way (Easement No. 2) for the construction and installation, and thereafter the operation and maintenance, of underground line facilities and related systems or devices, all for the purpose of transmitting electrical energy and service, in, under, through and beneath the following described lands (Easement Area No. 2) situated in the Township of Novi, County of Oakland, Michigan, to-wit:

A fifteen foot wide strip of land in Section 14, Township 1 North, Range 8 East commencing at the north property line of Grantor's property and ending at the south property line of said property. Said fifteen foot wide strip is to be located within a two hundred (200) foot wide strip of land, the center line of which shall be the north-south Half Section Line of said Section 14.

RECORDED
OAKLAND COUNTY REGISTER
1915 DEC - 8 AM 11:35
CLERK - REGISTER DEPT

RECORDED RIGHT OF WAY NO. 30323

11/8/14

1300

[Handwritten signature]

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3. A non-exclusive easement and right-of-way (Easement No. 3) for the express purpose of permitting access (ingress and egress) between Company's Akron Substation (situated Southerly of and adjacent to Grantor's lands) and the public thoroughfare commonly known as Novi Road, over, across and along the following described lands (Easement Area No. 3) situated in the Township of Novi, County of Oakland, Michigan, to-wit:

A thirty foot wide strip of land in Section 14, Township 1 North, Range 8 East beginning at Point "A" and running to Point "D", as shown on the attached Exhibit "A"; thence south adjacent to and (easterly of the north-south Half Section Line of said Section 14 to the south property line of Grantor's property.

All of the Easement Areas are subject to Federal, State and local governmental laws, restrictions, regulations and ordinances; general real estate taxes and special assessments; reservations of mineral or mineral rights; all easements, licenses, restrictions, reservations or encumbrances of record; and such other matters set forth and provided in this instrument.

TO HAVE AND TO HOLD the Easements unto the Company for so long as the Company uses said Easement Areas for the purposes above indicated, and in the event the same is not so used, then, and in such event, the Easement grant with respect thereto shall terminate and cease, and the Company shall release by suitable recorded instrument such Easement of record.

By acceptance of this instrument, Company covenants and agrees with the Grantor that:

(a) Grantor reserves the right and privilege to use and enjoy the Easement Areas, provided such use and enjoyment does not unreasonably interfere with or endanger any of the Company's property located therein or thereupon;

(b) Any action undertaken by the Company pursuant to this instrument shall be at the Company's sole cost and expense, and the Grantor shall not be liable for any loss, damage, injury or other casualty of whatsoever kind to the person or property of anyone (including Company)

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~~CONFIDENTIAL~~

arising out of or resulting from the use of the Easement Areas by the Company, and the Company shall indemnify and hold the Grantor harmless from and against all claims for such loss, damage, injury or other casualty;

(c) The Company shall not claim or declare any fee interest in and to the Easement Areas, and in the event of eminent domain proceedings or settlement in lieu thereof, the Company shall make no claim against the award or compensation accruing to Grantor from such event, provided however, Company may apply for and retain for its benefit any award or compensation paid for damage to its property, including the cost of removing and/or relocating the same;

(d) All work performed by the Company within the Easement Areas shall be done with care and in a manner and time that will cause the least possible interference with others use of said Easement Areas, and that immediately after such work has been completed, the Company shall restore the surface of such Easement Area to its original level and condition (including the replacement of any shrubs, sod, curbing, paving or roadway removed or damaged in the course of said work), and shall remove therefrom all debris, spoils and equipment resulting from or used in connection with said work;

(e) With respect to Easement Areas No. 1 and No. 2, all line facilities shall be installed or placed at least 36 inches below the surface of the ground;

(f) The grants herein made include the right of access (ingress and egress) between the Easement Areas over the land of Grantor adjacent to said Easement Areas, and further the right to trim and/or cut down certain trees or bushes where in the opinion of the Company such trees or bushes interfere with or represent a hazard to the Company's property;

(g) Notwithstanding anything herein contained to the contrary, Grantor acknowledges and agrees that the line facilities to be installed pursuant to Easement No. 2 shall initially be placed above ground and shall include the placement of poles, guys, anchors, conduits, wires, cables, manholes, transformers, and other equipment. The above ground installation shall be permitted until Grantor undertakes the development of Easement

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Area No. 2 or the land lying Easterly and adjacent thereto. At such time, Grantor and Company shall agree upon the location of the underground line facility, to be constructed by Company at its sole expense, and the Company agrees to survey said location to determine its exact legal description, whereupon Grantor and Company shall amend this instrument for the purpose of describing Easement Area No. 2. The amendment shall be recorded at Grantor's expense in the public records;

(h) With respect to Easement Area No. 3, Company acknowledges that Grantor intends to construct on its lands a system of permanent roads, and agrees that upon completion of such system Grantor may designate a substitute Easement Area No. 3 whereupon Grantor and Company shall amend this instrument for the purpose of describing the substituted Easement Area No. 3. The amendment shall be recorded at Grantor's expense in the public records.

(i) The terms "Grantor" and "Company" shall be deemed to include the respective successors and assigns of either.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 29th day of September, 1975.

WITNESSES:

Richard Yetke
RICHARD YETKE
Cheryl Wermerskirk
CHERYL WERMERSKIRK

NOVI ASSOCIATES, (Grantor)
a Michigan Co-Partnership

Managing Partner
Shopping Centers, Inc.,
a Michigan corporation

By Jerome Arnold
Its Vice President JEROME ARNOLD

Thomas H. Beagan
THOMAS H. BEAGAN
Mary Ann Mistak
MARY ANN MISTAK

Easement Accepted:
The Detroit Edison Company, (Company)
a New York and Michigan corporation

By W. C. Arnold
Its W. C. Arnold, Director, Real Estate and Rights of Way Dept.

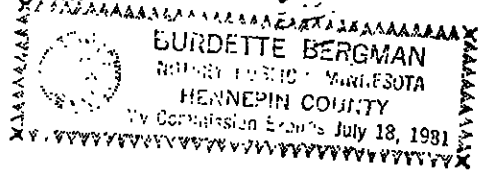
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123588 823

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On this 29th day of September, 19 75, before me a Notary Public within and for said County, personally appeared Jerome Amundson, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Shopping Centers, Inc., the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and Shopping Centers, Inc., acknowledged said instrument to be the free act and deed of said corporation.

Burdette Bergman
Notary Public



RECORDED RIGHT OF WAY NO. 30323

WNW COR. SEC. 14

WELVE MILE ROAD

RECORDED RIGHT OF WAY NO. 39383

N 1/4 COR. SEC. 14

6588 HWY 830
NOVI ROAD

POINT "A"

POINT "B"

POINT "C"

POINT "D"

WNW COR. SEC. 14

NOTE: SEE DRAWING NO. 80-9 FOR NOTES AND DETAILS

CTR. SEC. 14

EXHIBIT "A"



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