

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.

*for original
and correspondence
see: recorded
right of way 27875 P3*

RECORDED RIGHT OF WAY NO. 27875 P3

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. 2-17876-1

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

RECORDED RIGHT OF WAY NO. 87876 99

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
7-23-71
316
ASSISTANT
ATTORNEY
GENERAL

APPROVED
9/23/71
BUREAU OF
FINANCE

MICHIGAN STATE HIGHWAY COMMISSION

RECORDED RIGHT OF WAY NO. 27876-71

Detroit
Edison

Date: August 7, 1974

To: Ms. Ruth Rush, Records
Management Administrator

From: John A. Haddow *JAH*
Public Agency Coordinator

Subject: Exchange of Real Estate - The Detroit Edison Account 253TA110
Received from the Michigan Department of State Highways and
Transportation. 7 Deeds and 8 Easements, all in part of the
Northwest 1/4 and the Southwest 1/4 of Section 19, Farmington
Township, Oakland County; also part of Southeast 1/4 of
Section 13, City of Novi, Novi Township, Oakland County.

Deeded to Michigan Department of State Highways and Transportation.
Part of West 1/2 and SW 1/4 of Section 19; also part of SE 1/4
of Section 13, City of Novi, Novi Township, Oakland County
(R/E Files 19-4, 29-6 and 29-5)

As of June 14, 1974, the Detroit Edison Company deeded to the Highway
Department the property noted above. There were 3 limited warranty deeds
involved in the transaction. The established consideration was:

1.	\$10,500.00	
2.	2,000.00	
3.	<u>15,000.00</u>	
		\$27,500.00

The breakdown of consideration of the Highway Department deeds and easements is:

DEEDS:	1.	\$ 220.00	
	2.	3,800.00	
	3.	2,475.00	
	4.	60.00	
	5.	960.00	
	6.	100.00	
	7.	<u>13,600.00</u>	
			\$21,215.00

EASEMENTS:	1.	\$ 2,700.00	
	2.	2,050.00	
	3.	300.00	
	4.	600.00	
	5.	120.00	
	6.	400.00	
	7.	825.00	
	8.	<u>300.00</u>	
			\$ 7,295.00

\$28,510.00 Total Appraised Value
of Exchange

RECORDED RIGHT OF WAY NO. 21876 R2
SEE ALSO: R/E
NOVI TWP. 19-5aa