

RIGHT OF WAY FILE No. 5015

RIGHT OF WAY FILE No. 5015

THIS INDENTURE, made this 20<sup>th</sup> day of October, in the year

of our Lord one thousand nine hundred and twenty-three, by and between the WOODWARD LAND COMPANY OF OAKLAND COUNTY, a Michigan corporation, of Detroit, Michigan, party of the first part, and THE DETROIT EDISON COMPANY a New York corporation, party of the second part.

DEPARTMENT OF
RECORDS & DEEDS
DETROIT, MICHIGAN
Acc'd and Claim Ag't
2023

W I T N E S S E T H

That the party of the first part for and in consideration of the sum of ONE DOLLAR and other good and valuable considerations to it in hand paid by the party of the second part, receipt whereof is hereby confessed and acknowledged, does by these presents give, grant, convey and confirm unto the party of the second part, its successors and assigns, a perpetual right of easement of right of way subject, however, to the terms and conditions hereinafter expressed in and over all those lots and portions of lots shown upon the plat of the Woodward Estates Subdivision in the Township of Bloomfield, Oakland County, Michigan, which fall within the limits of a strip of land twenty-five (25) feet in width extending across said subdivision from the easterly boundary thereof to the westerly boundary thereof and north of and next adjoining the south line of the lots shown upon the plat of said subdivision fronting on the south side of the South Boulevard as shown on said plat, excepting, however, those portions of lots forty-nine (49), fifty (50), fifty-one (51), seventy (70), seventy-one (71) and seventy-two (72), shown upon the plat of said Woodward Estates Subdivision as fall within said twenty-five (25) foot strip of land running across said subdivision in the location hereinbefore described; said easement of right of way to be held, possessed and enjoyed in perpetuity by the said party of the second part, its successors and assigns, for the purpose of constructing, maintaining and operating in and over the lands hereinbefore described, which are subjected to the easement hereby granted, a line or lines of wires or cables for the carrying and transmission of electric current for light and power purposes.

And the party of the first part does further covenant and agree to and with the party of the second part that as appurtenant to the easement hereby granted to the party of the second part, its successors and

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RECORDED RIGHT OF WAY NO. 5015

assigns, in and over those lots and portions of lots in Woodward Estates Subdivision falling within the twenty-five (25) foot strip of land extended easterly and westerly across said subdivision in the location hereinbefore specifically described, except the portions of the specific lots within said twenty-five (25) foot strip expressly excepted from this conveyance, the party of the second part, its successors and assigns, shall have the right to trim as often as shall be necessary any trees growing or which may hereafter grow upon the lands subjected to the easement hereby granted, or upon the lands of first party adjacent thereto on the north and south in order that all of the wires and cables of said second party erected, strung and maintained by second party on and over said twenty-five (25) foot strip of land subjected to the easement hereby granted may at all times be clear by a distance of at least fifteen (15) feet on both sides from the branches of any trees growing upon the lands subjected to the easement hereby granted or to the lands of first party abutting thereon upon the north and south.

It is expressly understood and agreed between the parties hereto that the party of the first part, for itself, its successors and assigns, reserves the title in fee to those lots and portions of lots shown upon the plat of Woodward Estates Subdivision which fall within a twenty-five (25) foot strip of land extending across said subdivision from the easterly boundary thereof to the westerly boundary thereof in the location hereinbefore specifically set forth, excepting those portions of lots 49, 50, 51, 70, 71 and 72 which fall within said twenty-five (25) foot strip of land, and said first party retains full right of possession, control and enjoyment thereof for any and all purposes not inconsistent with, or in diminution of, the free and unobstructed enjoyment by second party, its successors and assigns, of the easement of right of way for the purposes hereinbefore specified for which said right of way is granted, but the easement granted shall run with the land and be binding upon the successors and assigns of said first party.

IN WITNESS WHEREOF, the said Woodward Land Company of Oakland County has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered  
In presence of:

M. O. Burton  
H. R. Earle

WOODWARD LAND COMPANY OF OAKLAND COUNTY

BY Walter H. Smith  
President

BY Robert Heale  
Treasurer

(Accepted)

THE DETROIT EDISON COMPANY  
BY acmarshaw  
Vice President

RECORDED RIGHT OF WAY NO. 5015

STATE OF MICHIGAN )  
                                  SS  
COUNTY OF WAYNE )

On this 30th day of October, 1923, before the undersigned, a notary public in and for the County of Wayne, personally appeared Walter H. Smith and H. R. Earle and severally made oath that they are the President and Treasurer of the Woodward Land Company of Oakland County, a Michigan corporation, of Detroit, Michigan; that they executed the foregoing instrument on behalf of said corporation, being duly authorized so to do by resolution of its Board of Directors; that the seal affixed to said corporation is the corporate seal of said Woodward Land Company of Oakland County, a Michigan corporation, and severally acknowledged said instrument as the free act and deed of the said Woodward Land Company of Oakland County.

M. O. Burton  
Notary Public, Wayne County, Michigan  
My commission expires 12/7/25

RIGHT OF WAY FILE No. 0017

*Right of Way*

*Woodward and Company  
to  
Detroit Edison Company*

It is understood that this agreement supersedes and renders void a certain right of way agreement running to THE DETROIT EDISON COMPANY, dated May 14th, 1923, and recorded in Liber five (5) of E. R. on page #137-8, Oakland County Registry office.

**Registrar's Office**

Oakland County

This instrument was received for record

Nov. 3 - 1923 at 10:40 o'clock

and recorded in Liber 5

on page 249-51

*Lucile Avery* Register

*150 ft*

*Lucile Avery*

*200 200 200*

NO. 5015  
RECORDED RIGHT OF WAY NO.

This Indenture, Made this 17<sup>th</sup> day of May and forty-four in the year of our Lord one thousand nine hundred.

BETWEEN THE DETROIT EDISON COMPANY, a New York corporation, a corporation organized and existing under and by virtue of the laws of the State of Michigan with its principal Michigan office at 2000 Second Ave., Detroit, County of Wayne, Michigan

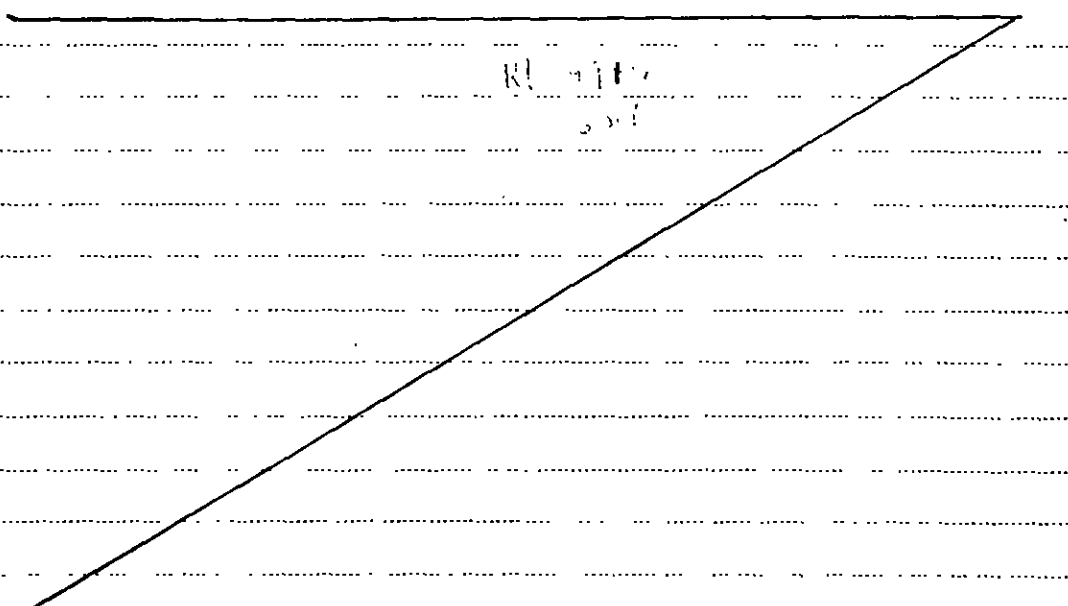
and GENERAL MOTORS CORPORATION, a Delaware corporation, authorized and doing business in Michigan, and having its principal Michigan office at 3044 West Grand Boulevard, Detroit, Michigan party of the first part and party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations Dollars,

to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, renised, released, aliened and confirmed, and by these presents does grant, bargain, sell, renise, release, alien and confirm unto the said party of the second part, and to its heirs, successors and assigns, FOREVER, all those certain piece or parcel of land situate and being in the City Pontiac County of Oakland and State of Michigan, known and described as follows, to-wit:

Lots Nos. 49, 50, 51, 70, 71, and 72 of Woodward Estates Subdivision of part of the West 1/2 of Section 4, Township and County aforesaid, according to the plat thereof recorded in the Office of the Register of Deeds for Oakland County, in Liber 27 of Plats on Page 2; subject to restrictions of record; also subject to the rights granted to Charles M. Ziegler as State Highway Commissioner of the State of Michigan on May 7, 1943 over the northerly ten (10) feet of the said above described lots.

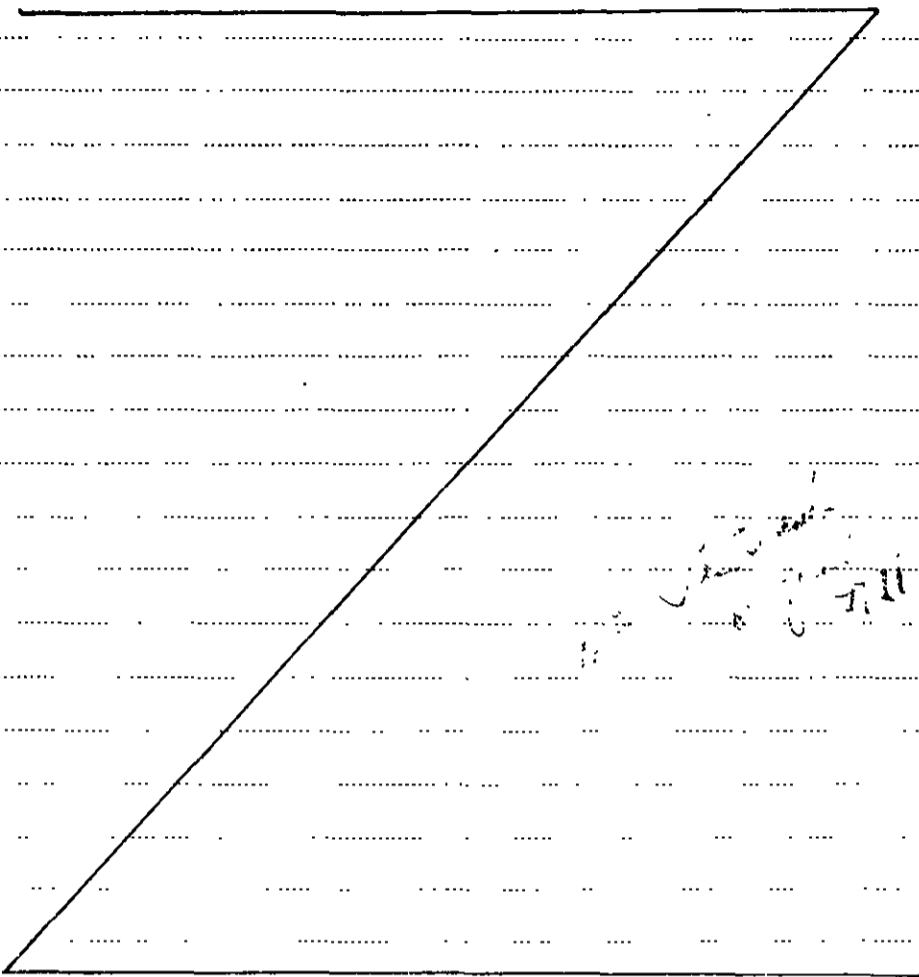
Excepting and reserving unto the party of the first part, its successors and assigns, the right to operate, maintain, and remove its existing lines for electric light and power, including the necessary towers, poles, fixtures, guy and guy wires, wires and equipment, and including also the right to trim or cut any trees along said lines so as to keep the wires clear.



The Detroit Edison Co. Office Copy.

*Handwritten signature and date: 5-10-44*

SOLD REAL ESTATE FILE NO. 203 RECORDED REC. OF DEEDS. 5125



*Handwritten scribbles and marks, possibly initials or a date.*

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in Law or Equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; **To Have and To Hold** the said premises as above described, with the appurtenances unto the said party..... of the second part, and to... **its** ..... ~~them~~, successors and assigns, FOREVER. And the said party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with said party.....of the second part,..... **its** ..... ~~them~~, successors and assigns, that it, the said party of the first part, has not heretofore done, committed or wittingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are or shall or may be charged or encumbered in title, estate or otherwise howsoever.

**IN WITNESS WHEREOF**, the said corporation, party of the first part, has caused these presents to be signed in its name by ~~us~~ **a Vice** ..... President and ~~us~~ **an Assistant** ..... Secretary, and sealed with its corporate seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

*Handwritten initials: A.H.T., B.E., A.H.*

*Annabella E. Jones*  
Annabella E. Jones

*E. D. King*  
E. D. King



THE DETROIT EDISON COMPANY

By *P. J. Savage*  
P. J. Savage Vice President.

*S. L. Ferguson*  
S. L. Ferguson Assistant Secretary.

*5/15*

STATE OF MICHIGAN,

County of Wayne } ss.

On this 17th day of May

in the year of our Lord one thousand nine hundred and forty-four

before me, a Notary Public, in and for the County of Wayne appeared S. L. Ferguson

to me personally known, who, being by me duly sworn, did say that he is an Assistant  
Secretary of The Detroit Edison Company

the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said S. L. Ferguson

acknowledged said instrument to be the free act and deed of said corporation.

Thomas L. Hinks  
Thomas L. Hinks

Notary Public, Wayne County, Michigan.

My commission expires June 27th 1947

SOLD REAL ESTATE FILE NO. 203  
RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF WAYNE COUNTY, MICHIGAN, ON 5/15