

E A S E M E N T

7-11/28

KNOW ALL MEN BY THESE PRESENTS: That HENRY FORD HOSPITAL, a Michigan non-profit corporation, with offices at 2799 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as "GRANTOR", for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations paid to it by THE DETROIT EDISON COMPANY, with offices at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "GRANTEE", does hereby grant to said Grantee, the right to construct, reconstruct, operate and maintain its underground lines for the transmission and distribution of electricity and its communication facilities including the necessary conduits, fixtures, cables and cable poles, manholes and equipment under and across the following described land situated in the City of Troy, Oakland County, Michigan, to-wit:

A part of Lot No. 2 of Pinehurst Farms, a subdivision of part of the Northeast one-quarter of Section 28, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, recorded in Liber 10 of Plats, Page 48, Oakland County Records, and being more particularly described as all that part of said Lot No. 2 which lies East of a line 60 feet West of, measured at right angles and parallel to, the presently existing centerline of the pavement known as Livernois Road, excepting therefrom, that part of said Lot No. 2 which lies East of a line 43 feet West of, measured at right angles and parallel to said existing centerline, of the pavement known as Livernois Road,

AND

A part of Lot No. 3 of Pinehurst Farms, a subdivision of part of the Northeast one-quarter of Section 28, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, recorded in Liber 10 of Plats, Page 48, Oakland County Records, and being more particularly described as all that part of said Lot No. 3 which lies East of a line 60 feet West of, measured at right angles and parallel to, the existing centerline of the pavement known as Livernois Road.

For the purpose of this easement, the aforementioned centerline of Livernois Road is described as be-

RECORDED RIGHT OF WAY NO. 30929-

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ginning at a point Easterly 493 feet, as measured along the North line of Lots No. 19 and No. 2 extended, from the Northwest corner of Lot No. 19 of said Pinehurst Farms; thence Southerly to a point of ending located Easterly 489.43 feet, as measured along the South line of Lots No. 20 and No. 3 extended from the Southwest corner of Lot No. 20 of said Pinehurst Farms.

If said premises shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the Grantee. Grantee shall reimburse Grantor and its successors and assigns for all damages caused by its men, vehicles and equipment in entering said property for the purposes set forth herein.

The easement granted herein is a non-exclusive easement and Grantor hereby expressly reserves for itself, its successors, assigns, lessees, invitees and such other persons, firms or corporations to whom Grantor may grant easements and rights under, across upon and/or over said above-described parcel, the right

- (a) to grant other non-exclusive easements under, across, upon and/or over the area of the easement described above; and
- (b) to use the area of the easement for landscaping, sidewalks, driveways, parking of automobiles and any other purpose not interfering with Grantee's enjoyment of the rights granted it hereunder.

Upon the written consent of Grantee, buildings or structures may be placed within the area of said easements.

Grantee acknowledges that Grantor has granted an easement to the County of Oakland over the East ten feet of said Lot No. 3 of Pinehurst Farms for the construction, operation, maintenance, repair and replacement of a water supply system, as evidenced by the easement recorded in Liber 6298, Pages 847 through 849, Oakland County Records.

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Grantee covenants that during the construction, reconstruction or operation of its underground lines under and across the above-described property, it shall not permit the interruption of the supply of electricity to Grantor's building located to the West of this parcel, nor during these periods will Grantee permit the blockage of ingress or egress to said building from Livernois Road.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their successors, lessees, licensees and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the 9th day of June 1976.

In the Presence of:

Naida D. Lucchi
Naida D. Lucchi
Sheila M. Wolak
Sheila M. Wolak

HENRY FORD HOSPITAL,
a Michigan non-profit corporation

By: James A. McLane
James A. McLane
Its: Director, Building Services
Director, Building Services

"GRANTOR"

RECORDED REGISTRY OF MAY NO. 30929

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 9th day of June 1976, by James A. McLane, Grantor, the Director, Building Services of HENRY FORD HOSPITAL, a Michigan non-profit corporation, on behalf of the corporation.

Diana L. Vono

Notary Public, County, MI
My Commission Expires:

DIANA L. VONO
Notary Public, Wayne County, Mich. ^
My Commission Expires 6-11-79

Instrument Drafted By:
David L. Denn
Barris, Sott, Denn & Driker
2100 First Federal Building
1001 Woodward Avenue
Detroit, Michigan 48226

~~When Recorded Return To: Grantee~~

APPROVED AS TO FORM 9/7/86 DATE
LEGAL DEPARTMENT [Signature]