

RIGHT OF WAY FILE NO. 7960

June 24<sup>th</sup>, 1929

KNOW ALL MEN BY THESE PRESENTS, that SOUTH PONTIAC DEVELOPMENT COMPANY does hereby give to the DETROIT EDISON COMPANY, its successors and assigns, a revocable license and permission to construct, operate, and maintain during its corporate life its lines for electric light and power, including the necessary poles, fixtures, guy stubs, wires, and equipment, and including also the right to trim or cut any trees along said lines, so as to keep the wires clear by at least six (6) feet upon, over, and across a strip of land eight (8) feet wide located in the City of Pontiac, County of Oakland, State of Michigan, described as follows:

- (a) A strip over the southeast quarter of Section 27, four (4) feet on each side of a line drawn one hundred fifty-four (154) feet east of and parallel to the west line of said southeast quarter of said Section 27, Town 3 North, Range 10 East.
- (b) A strip of land eight (8) feet wide over the northeast quarter of Section 34, said strip lying easterly of the following described line:  
Beginning at a point on the north line of said Section 34 which is north 85° 43' east a distance of 175 feet from the north quarter corner of said Section 34; thence south 3° 47' east, 1021.67 feet; thence to the left on a curve of radius 1810.08', a distance of 544.0 feet; thence south 21° 00' 10" east a distance of 1355 feet, more or less to a point on the east and west quarter line of said Section 34, which is 665.6 feet easterly from the center of the section and approximately 38.7 feet easterly from the northeast corner of land formerly owned by Dan McGaffey.
- (c) A strip of land in the northwest quarter of the southeast quarter of Section 34, which is

contiguous to the south boundary of the above described parcel (b), being the land lying between a curve to the left of radius 683.69 feet, which is a continuation of the line described in (b) being tangent at the last mentioned point, and an intersecting line which is parallel to and eight (8) feet easterly from the last described course in (b); the point of intersection being approximately one hundred (100) feet south of the east and west quarter line of Section 34.

(d) A strip of land eight (8) feet wide in the southeast quarter of Section 34, said strip being easterly of the following described line: Beginning at a point on the southerly line of Section 34, which is 120 feet easterly of the southeast corner of the recorded plat of Oaklawn Farms, thence northerly on a line parallel to and 120 feet distant at right angles from the easterly line of said plat of Oaklawn Farms to a point which is 549.01 feet south of the southerly line of the Michigan Air Line Railway.

(e) A strip of land in the southeast quarter of Section 34, which is contiguous to and which lies north of the above described parcel (d); being the land lying between an  $8^{\circ} 15'$  curve to the right which is a continuation of the line described in (d) being tangent at the last mentioned point, and an intersecting line which is parallel to and eight (8) feet easterly from the line described in (d); the point of intersection being approximately 105 feet north of the point of tangency.

upon the following conditions, which the Detroit Edison Company, by acceptance hereof, accepts and agrees to be bound by:

1. That said Edison Company shall reimburse said Development Company for all damages to growing crops, buildings, and fences caused by its men, teams, and tracks in entering said property at any time, and for all injury or damage to persons or property, whether on the aforesaid strip or adjoining property, caused or occasioned by or in any way done by or resulting from said poles, wires, or other fixtures or appurtenances thereto. The Edison Company shall protect, defend and save harmless the

Development Company, its successors and assigns of and from all claims resulting from the above, or any of the above.

2. That the lowest wires, cross-arms, etc. shall be located at least thirty (30) feet above the present or future level of the ground. The Development Corporation retains full right to raise or lower the ground level of the above property, or any part of the same, and the Edison Company shall promptly make any changes of their lines and equipment required therefor or thereunder.

3. That upon thirty (30) days' written notice, the Edison Company shall make any changes or alterations in the location of said poles or wires, fixtures, etc. as shall be required by the Development Company or its assigns, and upon ninety (90) days' notice the Development Company or its assigns shall have the right to fully revoke and terminate this license, the Edison Company at the end of said ninety-day period to have fully removed all of its poles, fixtures, and equipment of all kinds and restored the land to proper condition.

SOUTH PONTIAC DEVELOPMENT COMPANY

1407  
By Howard G. Fisher  
Its Vice-President

In the presence of:

By Robert C. Glueck  
Its Secretary

L. B. Hayes

Accepted:

DETROIT EDISON COMPANY

By A. Marshall  
Vice-President

STATE OF MICHIGAN )  
                                  SS  
COUNTY OF WAYNE )

On this 24<sup>th</sup> day of June, A. D. 1929,  
before me, a Notary Public in and for said county, personally  
appeared Howard A. Fisher and Robert C. Shields,  
to me personally known, who, being by me duly sworn, did each  
for himself say that they are respectively the Vice President  
and Secretary of SOUTH PONTIAC DEVELOPMENT 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 Howard A. Fisher  
and Robert C. Shields acknowledged said instrument to  
be the free act and deed of said corporation.

Charles W. Heaton  
Notary Public, Wayne County, Michigan  
My commission expires Oct. 17, 1930