

4440-321

63 31709

INDEMTURE made the 8th day of June, 1963, between Henry Harris and Beverley A. Harris and Lucia I. Hill part 1st of the first part, and THE DETROIT EDISON COMPANY, party of the second part,

WITNESSETH:

WHEREAS, the party of the second part has constructed or is about to construct certain of its lines, towers, poles, fixtures and equipment for the transmission of electricity, located entirely upon lands not subject to this grant but nevertheless adjoining the lands hereinafter described and affected hereby,

NOW THEREFORE:

For and in consideration of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the party 1st of the first part grants to the party of the second part, its successors and assigns, a right to enter upon the lands hereinafter described from time to time, and at such time as the party of the second part shall determine, for the sole and only purpose of trimming or cutting down any trees along said transmission lines which could fall into the said lines or otherwise interfere with their operation and maintenance, now or at any time hereafter during the continued existence of the said lines,

PROVIDED HOWEVER:

The party of the second part is to be responsible for all damage to growing crops, buildings or fences caused by its men, teams, trucks and other vehicles and equipment in entering said lands for the purposes aforesaid; and further provided that nothing contained herein is intended or shall be construed to limit or restrict the party 1st of the first part in their occupancy or enjoyment of said lands in any way not inconsistent with the provisions of this grant.

This grant shall be binding upon part 1st of the first part, their heirs, executors, administrators, successors and assigns.

The lands which are the subject of this grant are located in the Township of Novi, County of Oakland, State of Michigan, described as: The West 30' of that part of the East 1/2 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, beginning at a point on the East line of Section 12, 857.0 feet South of the East 1/4 corner of said Section 12; thence South 158.4 feet to a point; thence South 88°47' West 1375.4 feet to a point; thence Northerly 158.4 feet to a point; thence North 88°47' East 1371.0 feet to the point of beginning, containing 5 acres of land more or less.

subject to existing easements and restrictions

In the Presence of:

Ralph E. Bremer
Chalmers C. Jankowski
Joyce E. Charlebois
STATE OF MICHIGAN
COUNTY OF Oakland

Witnessed and Sealed:
Henry Harris (L.S.)
Beverley A. Harris, a/k/a Beverly A. Harris (L.S.)
Lucia I. Hill (L.S.)

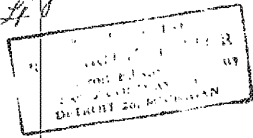
Death Certificate of Morris C. Hill recorded in Liber 3796, Page 774, Oakland County Records.

On this 8th day of June, A.D. 1963, before me, the subscriber, a Notary Public in and for said County, personally appeared Henry Harris and Beverley A. Harris his wife also known as Beverly A. Harris known to me to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed.

Ralph E. Bremer
Notary Public, Wayne
County, Michigan.

My Commission expires: 6-26-65

E. W. B.
6-11-63



LIBER 4440 PAGE 322

STATE OF MICHIGAN }
COUNTY OF Wayne } 33

On this 10th day of June, A.D. 1963, before me, the subscriber, a Notary Public in and for said County, personally appeared Lucia J. Hill, survivor of herself and her deceased husband Morris C. Hill, known to me to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be her free act and deed.

Ralph E. Brimmer
Ralph E. Brimmer

Notary Public, Wayne
County, Michigan.

My Commission expires: 6-26-65

RETURN TO
RICHARD H. TAYLOR
The Detroit Edison Company
200 SECOND AVENUE
DETROIT 16, MICHIGAN

3892 541

FOR AND IN CONSIDERATION of the sum of Five and No. 1/100 Dollars
to him duly paid, the receipt of which is hereby acknowledged, and the further consideration of the sum of
Five and No. 1/100 Dollars
to be paid by the grantee to be paid when this grant shall be used or occupied, the
undersigned Henry Harris & Beverley A. Harris W/H contract purchaser () 28331

Barry M. Farmington Mich. & Lucia I. Hill single (contract holder) 18478 Fox
Detroit 40, Mich.

do hereby grant unto The Buckeye Pipe Line Company, a corporation of Ohio, its successors and assigns, a
right of way over and through their lands in the Township of Novi
County of Oakland, and State of Michigan

bounded and described as follows: The westerly 15' of the Easterly 48' of the S. 158.40 ft.
of the W. 1016.20 ft. of the S. of the S. of Sec. 12, Novi Twp, Oakland Co.

for the purpose of constructing, maintaining and operating one ~~concrete~~ line of pipe for
the transportation of petroleum, gas, or the products of either, ~~with the necessary appurtenances~~
~~and the grantee shall have the right to use the same for its business with free ingress and egress to construct,~~
operate, maintain and from time to time, alter, repair or remove the same. Should said further consideration
not be paid or tendered to the grantor ~~as hereinabove provided~~ within one year of the date hereon

The grantor ~~as herein reserve~~ the right to fully use and enjoy said premises for all purposes con-
sistent with the full use and enjoyment by the grantee of the right of way herein granted. The grantee hereby
agrees to pay any damages which may arise to crops or fences from the laying, ~~erecting~~, maintaining, operating
or removing of said pipe ~~and telephone or telegraph lines~~; said damages, if not mutually agreed upon, to be
ascertained and determined by three disinterested persons, one thereof to be appointed by the grantor ~~as~~,
their heirs or assigns, one by the grantee, his successors or assigns, and the third by the two so appointed
as aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

~~Should more than one line of pipe be laid under this grant such additional lines shall be laid~~
~~without payment to the grantor of the full value of the right of way for such additional lines, but the grantor shall be~~
~~entitled to the full value of the right of way for such additional lines.~~

RECORDED
OAKLAND COUNTY, MICHIGAN
REGISTER OF DEEDS RECORDS
1928 OCT 30 PM 2 47
D. M. H. H. H.
10/29/28

It is understood that the person securing this grant has authority to make no agreement in conflict here-
with or not expressed herein, and that no such agreement shall be binding upon the grantee.

IN WITNESS WHEREOF, We have hereunto set our hand and seal
this 21 st day of October, 19 58.

Signed sealed and delivered in the presence of:
John A. Zierlein (Seal) Henry Harris (Seal)
Shirley Hult (Seal) Beverley A. Harris (Seal)
Joseph A. W. Charlebois (Seal) Lucia I. Hill (Seal)
(Seal)
(Seal)

(OVER)

3892 542

STATE OF Michigan
COUNTY OF Oakland

Before me June Y. Rogers
(Name of Officer) Notary Public
(Title of Officer)
the 21 st day of October
personally appeared Henry Harris, Beverley Harris & Lucia J. Hill

the above named grantors, and acknowledged the above instrument as their free act and deed for the
uses and purposes therein mentioned, and declared that they are still satisfied therewith.

Witness my hand and official seal.

June Y. Rogers
JUNE Y. ROGERS, OAKLAND COUNTY MICH.
MY COMMISSION EXPIRES OCT. 13, 1961

R. OF W. NO.

RIGHT OF WAY

FROM

TO

THE BUCKEYE PIPE LINE COMPANY

Route

Filed for Record

at o'clock M. and

recorded in Volume

of Records, Page

of the records of County,

State of

County Recorder.

345 19
FORM 210 MICH.

357
1956
RIGHT OF WAY

66 51955

Recorded _____ day of _____
A.D. 19 _____ at _____ o'clock _____
Liber _____ Page _____

Register of Deeds

Norris C. Hill and Lucia I. Hill, his wife, and in her own right; John J. Davis and Jacqueline D. Davis, his wife, and in her own right

of the first part, in consideration of _____ Dollars (\$ _____) to them paid by CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 West Michigan Avenue, Jackson, Michigan, of the second part, receipt of which is hereby acknowledged, convey _____ and warrant _____ to the party of the second part, its successors and assigns, forever, the easement and right to lay, construct and maintain gas mains, with the usual services, connections and accessories, for the purpose of transmitting and distributing gas, in, through and across the following described parcel _____ of land, including all public highways upon or adjacent to said parcel _____ which parcel is _____ situate in the _____ Township _____ of _____ County of _____ and State of Michigan.

A parcel of land in the Southeast 1/4 of Section 12, Township 1 North, Range 8 East, described as beginning on the East line of said Section, 669.4 feet South of the East and West quarter line of said Section, running thence South 316.8 feet, thence South 88° 47' West 1375.4 feet, thence Northerly 316.8 feet, thence North 88° 47' East 1366.6 feet to the place of beginning.

The route to be taken by said gas mains across said land being more specifically described as follows: In a Northerly and Southerly direction in, under, through and across said above described land, westerly of and along and not more than 55 feet from the center line of Haggerty Highway, so-called.

And full right and authority to the party of the second part, its successors and assigns, and its and their agents, employees, to enter at all times upon said premises for the purpose of constructing, repairing, improving, enlarging and maintaining said gas mains, services, connections and accessories, and to pay at the rate of One Hundred Sixty Dollars (\$160.00) per mile of length of gas mains laid on said above described premises, the same to be paid before any work is done on said land, and also to pay for any damage to crops in laying and maintaining said gas mains.

Witness the hand _____ and seal _____ of the party _____ of the first part, this _____ 20th day of _____ 1956.

Notary Public and Subscribed in presence of

Howard E. Willits
Howard E. Willits
John J. Davis
John J. Davis
John J. Davis
John J. Davis
John J. Davis
John J. Davis

Norris C. Hill (L.S.)
Norris C. Hill
Lucia I. Hill (L.S.)
Lucia I. Hill
John J. Davis (L.S.)
John J. Davis
Jacqueline D. Davis (L.S.)
Jacqueline D. Davis

STATE OF MICHIGAN)
County of _____) ss.
County of _____

On this 20th day of June 1956
before me, a Notary Public of Hillsdale
Michigan, acting in Oakland County, personally appeared

Norris C. Hill and Lucia I. Hill

to me known to be the same persons named as and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Howard E. Willits
Howard E. Willits
Notary Public, Hillsdale
My commission expires October 23, 1956
Co., Mich.
2 25

305 192

3576 PAGE 195

STATE OF MICHIGAN }
County of Wayne } ss.

On this 26th day of June, 1956, before me, a Notary Public of Hillsdale County, Michigan, acting in Wayne County, personally appeared John J. Davis and Jacqueline D. Davis, to me known to be the same persons named in and who executed the foregoing instrument, and personally acknowledged the execution of the same to me their free act and deed.

Howard E. Willits
Howard E. Willits
Notary Public, Hillsdale County, Michigan
My commission expires October 23, 1957