

Detroit Edison



Project No. NW1277
Record Center File No. 13802

Date: December 2, 1997
To: Jocelyn McKeldin
Records Center
From: Pamela Kolinski *PK*
Subject: Granting of a permit on an Edison easement

Attached are papers related to an easement permit in Frenchtown Township.

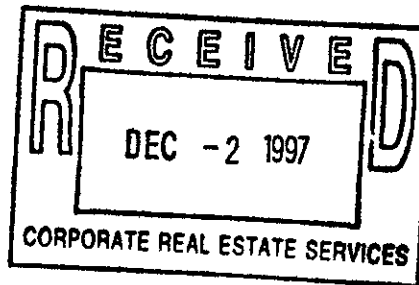
The property is located in the N ½ of Section 12, Frenchtown Township, Monroe County, Michigan.

The document preparation fee of \$300.00 was paid and forwarded to Cash Management in 319 SB.

Please incorporate these papers into the Misc. Right of Way File No. 13802.

Attachments

cc: L. Pfeiffer
A. Grimmett
N. Stevens
C. Mahoney
File



MISC. RIGHT OF WAY FILE NO. 13802

RECORDED RIGHT OF WAY

Detroit Edison



Mr. Michael Blancke
3181 Heiss
Monroe, MI 48162

RE: License (Permit) to encroach on an easement that has been granted to Edison

Dear Mr. Blancke:

In reply to your request, the Detroit Edison Company, a Michigan corporation, ("Edison") voluntarily grants you this license (permit) to encroach on an easement that has been granted to Edison. The terms of this permit are as follows:

1. **Personal permit** This permit is personal to you, gives no rights to the public, and gives no rights adverse to Edison.
2. **Description of easements:** Located in the N ½ of Section 12, Frenchtown Township, Monroe County, Michigan.
3. **Portion of the easement you are permitted to encroach upon:** That portion shown on Advanced Mapping Technologies' drawing - revision 6-3-97 - where the easement area is 90 feet wide with an additional 30 feet in width on each side to cut down and trim trees. (See attachment A)
4. **Purpose of encroachment:** Construct and maintain a golf course.
5. **Edison's Rights** This permit is subject to Edison's rights to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("Edison's facilities") in the easement.
6. **Sole Risk** You must use the land at your sole risk. If your use of the land is impaired, Edison will not be liable to you for any damage.
7. **Indemnity**
 - a. You will indemnify Edison (the company, its officers, agents and employees) for any claims for injuries or damages to persons or property or both arising directly or indirectly out of the use of this permit by you (the person, company or organization, its contractors lessees and licensees). This includes, but is not limited to, claims arising out of your negligence, your and Edison's joint negligence, or any other person's negligence.
 - b. If any claim covered by your indemnity is brought against Edison, you will defend the claim at your expense. You will also pay any costs, charges, expenses, attorney fees or judgments that Edison incurs or is subject to in the claim.
 - c. You will also indemnify Edison (the company, its officers, agents, and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by Edison customers, based upon energy supply agreements, which i) arise directly or indirectly out of the use of this agreement by you (the

RECORDED RIGHT OF WAY

MISC. RIGHT OF WAY FILE NO. 132207

Detroit Edison



company, its contractors, lessees and licensees), and ii) are due to momentary or sustained electrical interruptions or voltage fluctuations, including sag, arising out of your negligence, your and Edison's joint negligence, or any other person's negligence; however this indemnification will not apply to any claims arising out of Edison's sole negligence.

8. **Edison Damages** You must pay Edison for all damages, losses or injuries to Edison's Facilities caused by you, your agents, employees, servants or independent contractors while constructing, operating or maintaining your Facility.
9. **Clearances** You and your contractors must maintain proper clearance of buildings, roadways and trees from Edison's towerline and all H-frame and wood pole structures in the area during and after construction of the golf course.
10. **Title** You warrant to Edison that you are the fee owner of the land associated with this permit as of the date of your acceptance of the permit.
11. **Termination** This permit will terminate if you violate this agreement, or if you violate any applicable laws and regulations, or if you abandon your use for more than 6 months, or if you sell the land associated with this permit. If you sell the land associated with this permit, the new owner must request permission from Edison to continue this permit.
12. **Additional Terms**
 - a. Detroit Edison retains the rights to build and maintain an additional distribution lead within the 90-foot easement area of the existing 120KV pole lead. Detroit Edison is not responsible for damages occurring when the additional line is built.
 - b. Detroit Edison must not be restricted from continuous ingress and egress to and from the towerline easement.
 - c. OSHA requirements for working near energized lines shall be adhered to.
 - d. The grade of the easement area may not be altered.
 - e. Trees will not be permitted to be planted within the easement area.
 - f. No new trees can be planted within 60 feet of the center of the H-frame without written approval of the Supervisor of Arch/Civil/Towers.
 - g. Detroit Edison retains the right to maintain or rebuild (if required), the distribution lead on Heiss Road, including the single phase lateral that crosses the northeast corner of the proposed golf course property.

If you are willing to accept this permit on the above conditions, please sign and date below the word "accepted" and return the original and one copy to Supervisor of Corporate Real Estate Services, Room 2310 WCB, 2000 Second Avenue, Detroit, Michigan 48226, for signature by Edison. We will then return the completely signed original to you.

RECORDED RIGHT OF WAY

REC. RICH. OF WAY FILE NO. 13802

Detroit Edison



Sincerely,

Paul W. Potter

Director, Corporate Real Estate Services

ACCEPTED:

BY: Michael A. Blanke

DATE: 11/11/97

MISC. RIGHT OF WAY FILE NO. 13802

~~RECORDED RIGHT OF WAY~~

MISC. RIGHT OF WAY FILE NO. _____

APPROVED AS TO FORM 9/26/97 DATE
LEGAL DEPARTMENT JPA

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, we hereby grant to THE DETROIT EDISON COMPANY, its successors and assigns, the right to construct, operate and maintain its lines for the transmission and distribution of electricity and Company communication facilities, including the necessary poles, fixtures, guys and guy stubs, wires and equipment, and including also the right to trim or cut down any trees along said lines, which could fall into the lines or interfere in any way with their operation upon, over and across our property located in Nankin Township County of Wayne State of Michigan, and described as follows:
The South 15 acres of the South half of the Southeast quarter of the Northeast quarter of Section 6, T2S, R9E.

The route of the lines shall be as follows: In a northerly and southerly direction across said land along approximately 350 feet West of the East line thereof.

The Company shall reimburse us for all damage to growing crops, buildings or fences, caused by its men, teams, trucks and other vehicles and equipment in entering said property for the purpose set forth herein.

In addition to the above consideration, the Company shall pay us the sum of Five and no/100-(\$5.00) Dollars for each pole on said land, the same to be paid before any poles are erected.

Witness:
August Romanski
August Romanski
B F Wagner
B. F. Wagner
Robert Wolf
Robert Wolf

(Signed) Edward A. Fegan
Edward A. Fegan
Sadie V. Fegan
Sadie V. Fegan
Edmund F. Wolf
Edmund F. Wolf

(Accepted)

RECORDED OCT 10 1950 AT 2:08 P M
BERNARD J. YOUNGBLOOD, Register of Deeds

THE DETROIT EDISON COMPANY

By: Richard H. Taylor
RIGHT-OF-WAY AGENT

Richard H. Taylor

STATE OF MICHIGAN
County of Wayne s.s.

On this 10th day of June A. D. 1950, before me, the undersigned, a notary public in and for said county, personally appeared Edward A. Fegan and Sadie V. Fegan his wife known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

Bela F. Wagner
Bela F. Wagner
Notary Public Wayne County, Michigan.

My Commission expires Jan 25, 1953

STATE OF MICHIGAN
County of Wayne s.s.

On this 4th day of August A. D. 1950, before me, the undersigned, a notary public in and for said county, personally appeared Edmund F. Wolf, a single man known to me to be the person who executed the foregoing instrument, and acknowledged the same to be his free act and deed.

Bela F. Wagner
Bela F. Wagner
Notary Public Wayne County, Michigan.

My Commission expires Jan 25, 1953

RIGHT OF WAY FILE NO. 15802

D497064

RETURN TO
RICHARD H. L. ...
The Detroit Edison Corp.
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

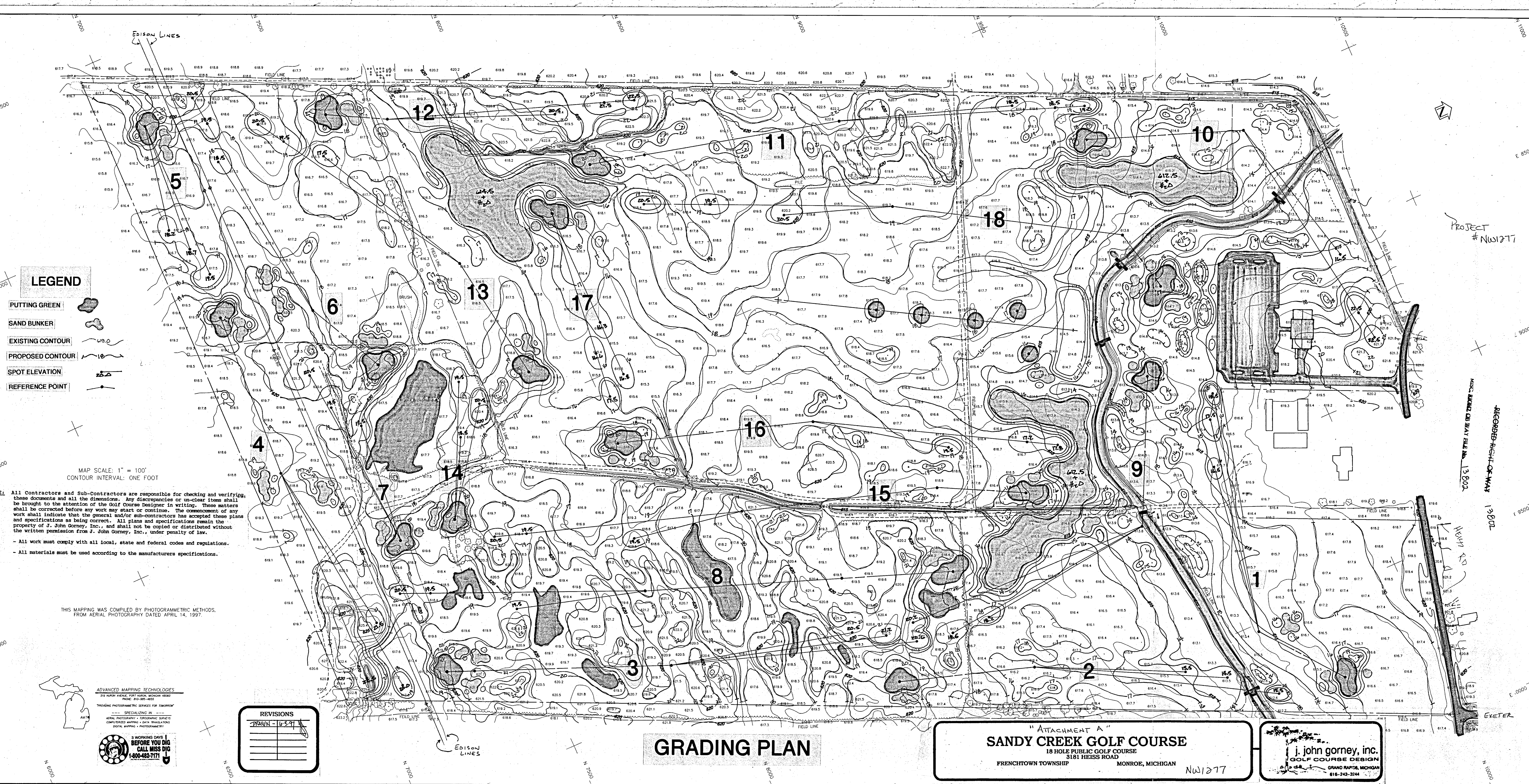
CLERK
OF
WYNE COUNTY MI.

1950 OCT 10 PM 2 08

REGISTER OF DEEDS OFFICE
WYNE COUNTY, MICH.
THIS INSTRUMENT WAS RECEIVED FOR
OCT 10 1950

RECORDED IN LIBER
WYNE COUNTY REC. DS. CN 10618 PA 621

Richard J. ...



LEGEND

- PUTTING GREEN
- SAND BUNKER
- EXISTING CONTOUR
- PROPOSED CONTOUR
- SPOT ELEVATION
- REFERENCE POINT

MAP SCALE: 1" = 100'
CONTOUR INTERVAL: ONE FOOT

NOTE: All Contractors and Sub-Contractors are responsible for checking and verifying these documents and all the dimensions. Any discrepancies or un-clear items shall be brought to the attention of the Golf Course Designer in writing. These matters shall be corrected before any work may start or continue. The commencement of any work shall indicate that the general and/or sub-contractors has accepted these plans and specifications as being correct. All plans and specifications remain the property of J. John Gorney, Inc., and shall not be copied or distributed without the written permission from J. John Gorney, Inc., under penalty of law.

- All work must comply with all local, state and federal codes and regulations.
- All materials must be used according to the manufacturers specifications.

THIS MAPPING WAS COMPILED BY PHOTOCGRAMMETRIC METHODS.
FROM AERIAL PHOTOGRAPHY DATED APRIL 14, 1997.

REVISIONS	

GRADING PLAN

"ATTACHMENT A"
SANDY CREEK GOLF COURSE
18 HOLE PUBLIC GOLF COURSE
FRENCHTOWN TOWNSHIP MONROE, MICHIGAN
NW1277

j. john gorney, inc.
GOLF COURSE DESIGN
GRAND RAPIDS, MICHIGAN
616-743-3244

PROJECT #NW1277

RECORDED RIGHT-OF-WAY 13802L
MUSKOGEE CANYON BLVD. NO. 13802L

NEED THIS COPY BACK