Van Bure-Taip SEC 11 1123393PA464

## **EASEMENT AGREEMENT**

SHELL OIL COMPANY, a Delaware corporation ("Grantor") with offices at 31275 Northwestern Highway in Farmington Hills, MI 48018, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations in hand paid, receipt of which is hereby acknowledged, does hereby grant unto the Detroit Edison Company with offices at 2000 Second Avenue, in Detroit, MI 48226 and the Michigan Bell Telephone Company with offices at 1365 Cass Avenue, in Detroit, MI 48226 ("Grantee") an easement for the purpose of construction, operation, maintenance, repair, removal and use for the transmission of electrical power and/or communication system including underground line facilities (the location of said underground line facilities to be mutually agreed upon) and other appurtenances (including the right to cut and keep clear all trees and shrubs which, in the opinion of Grantee, at anytime, interfere or threaten to interfere with Grantee's facilities) thereto in, under and across a parcel of land described as follows:

DESCRIPTION FOR A PROPOSED 6 FOOT WIDE UTILITY EASEMENT.

Part of the Northeast 1/4 of section 21, t. 3 S, R. 8 E., Van Buren Township, Wayne County, Michigan, being more particularly described as follows: Commencing at the Northeast corner of section 21, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan and running thence South along the East line of said section 21, said line being also the center line of Belleville Road (120 feet wide), a measured distance of 654.95 feet (described 655.55 feet) to a point; thence West, a distance of 60.00 feet to the point of intersection of the West line of said Belleville Road with the South line of the I-94 Freeway South Service Road, as described in Liber 15364 of Deeds on Page 731, Wayne County Records; thence South along the West Line of said Belleville Road, said line being 60.00 feet West of, as measured at right angles to and parallel with the East Line of said section 21, a distance of 160.00 feet to a point; thence West, a distance of 244.00 feet to the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning West, a distance of 6.00 feet to a point; thence North a measured distance of 163.36 feet (described 165.66 feet) to a point on the Southerly line of said Freeway Service Road; thence South 67 degrees 31 minutes 49 seconds East along the Southerly Line of said Freeway Service Road, a distance of 6.490 feet to a point; thence South, a distance of 160.88 feet to the point of beginning. Containing 972 square feet, more or less, of land / in area.

together with the right of ingress and egress over the Easement area for the exercise of the rights herein granted; but, subject always to the following covenants and conditions which Grantee by acceptance of this Agreement assumes and agrees:

- 1. To restore the Easement Area including any part of Grantor's adjoining Premises that may have been interfered with by Grantee to or near the same condition as existed at the time of each entry to the exercise of the rights herein granted.
- 2. Not to unreasonably obstruct or prevent the ingress and egress to the remainder of Grantor's adjoining premises.

- 3. To remove all improvements installed by the Grantee in the Easement Area (1) upon any abandonment of same or (2) if Grantee ceases to use the same for a consecutive period of Twenty Four months (24) which shall also constitute abandonment whereupon this Agreement will terminate and have no further force and effect.
- 4. Upon proper notification by Grantor, Grantee agrees to relocate or adjust pole and line facilities at Grantor's sole expense if, in the Grantor's sole judgement such appurtenances will interfere with or obstruct the construction or reconstruction of any of Grantor's facilities located or to be located on the adjoining premises of Grantor. If relocation of Grantee's facilities is required Grantor and Grantee agree to properly amend the existing Easement Agreement to accommodate the changes or negotiate a new Easement Agreement if necessary.
- 5. Not to permit or allow the construction of lateral lines from Grantee's facilities across Grantor's other property without prior written consent from Grantor.
- 6. That the easement and rights herein granted are nonexclusive, and are subject to all other easements and encumbrances either of record or evidenced physically on or in the Easement Area.

GRANTOR reserves the right to use the Easement Area in any way and for any purpose not inconsistent with the rights herein granted including the right to grant easement rights to others. However, it is expressly understood that prior to Grantor exercising its rights under this Article prior notification must be given to grantee.

GRANTOR will not construct or permit the construction of a permanent building or buildings or other structures in or upon Easement Area.

GRANTOR covenants that (1) Grantor has title to the Easement Area (2) the same is free and clear of all liens and encumbrances except as  $\frac{1}{2}$ hereinabove specified and (3) Grantor will defend the title thereto against the claims of all persons claiming by, through or under GRantor, but no

THIS EASEMENT AGREEMENT may not be assigned by Grantee without the prior written consent of Grantor, same consent not to be unreasonably withheld.

SUBJECT to the foregoing this Easement Agreement shall run with the land, and shall bind and inure to the benefit of Grantor's successors and assigns and Grantee's successors and assigns.

EXECUTED as of July

WITNESSES:

SHELL OIL COMPANY

<del>LLIS</del> MANAGER, CORPORATE REAL ESTATE

ADMINISTRATIVE SERVICES Attest:

ASSISTANT SECRETARY

APPROVED AS TO FORM.

LEGAL DEPARTMENT

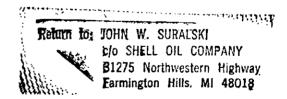
This instrument was prepared under the supervision of John W. Suralski, a representative of SHELL OIL COMPANY, 31275 Northwestern Highway, Farmington Hills, Michigan 48018.

STATE OF TEXAS I SS:

The foregoing instrument was acknowledged before me this 15 day of July 1987, by E.D. Ellis of Shell Oil Company, a Delaware corporation, on behalf of the corporation.

Martha Vickman

My commission expires: 10/08/90



exercise of the rights herein granted; but, subject always to the following covenants and conditions which Grantee by acceptance of this Agreement assumes and agrees:

- 1. To restore the Easement Area including any part of Grantor's adjoining Premises that may have been interfered with by Grantee to or near the same condition as existed at the time of each entry to the exercise of the rights herein granted.
- 2. Not to unreasonably obstruct or prevent the ingress and egress to the remainder of Grantor's adjoining premises.

### **EASEMENT AGREEMENT**

SHELL OIL COMPANY, a Delaware corporation ("Grantor") with offices at 31275 Northwestern Highway in Farmington Hills, MI 48018, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations in hand paid, receipt of which is hereby acknowledged, does hereby grant unto the Detroit Edison Company with offices at 2000 Second Avenue, in Detroit, MI 48226 and the Michigan Bell Telephone Company with offices at 1365 Cass Avenue, in Detroit, MI 48226 ("Grantee") an easement for the purpose of construction, operation, maintenance, repair, removal and use for the transmission of electrical power and/or communication system including underground line facilities (the location of said underground line facilities to be mutually agreed upon) and other appurtenances (including the right to cut and keep clear all trees and shrubs which, in the opinion of Grantee, at anytime, interfere or threaten to interfere with Grantee's facilities) thereto in, under and across a parcel of land described as follows:

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- 1. To restore the Easement Area including any part of Grantor's adjoining Premises that may have been interfered with by Grantee to or near the same condition as existed at the time of each entry to the exercise of the rights herein granted.
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- 3. To remove all improvements installed by the Grantee in the Easement Area (1) upon any abandonment of same or (2) if Grantee ceases to use the same for a consecutive period of Twenty Four months (24) which shall also constitute abandonment whereupon this Agreement will terminate and have no further force and effect.
- 4. Upon proper notification by Grantor, Grantee agrees to relocate or adjust pole and line facilities at Grantor's sole expense if, in the Grantor's sole judgement such appurtenances will interfere with or obstruct the construction or reconstruction of any of Grantor's facilities located or to be located on the adjoining premises of Grantor. If relocation of Grantee's facilities is required Grantor and Grantee agree to properly amend the existing Easement Agreement to accommodate the changes or negotiate a new Easement Agreement if necessary.
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- 6. That the easement and rights herein granted are nonexclusive, and are subject to all other easements and encumbrances either of record or evidenced physically on or in the Easement Area.

GRANTOR reserves the right to use the Easement Area in any way and for any purpose not inconsistent with the rights herein granted including the right to grant easement rights to others. However, it is expressly understood that prior to Grantor exercising its rights under this Article prior notification must be given to grantee.

GRANTOR will not construct or permit the construction of a permanent building or buildings or other structures in or upon Easement Area.

GRANTOR covenants that (1) Grantor has title to the Easement Area (2) the same is free and clear of all liens and encumbrances except as hereinabove specified and (3) Grantor will defend the title thereto against the claims of all persons claiming by, through or under GRantor, but no further.

THIS EASEMENT AGREEMENT may not be assigned by Grantee without the prior written consent of Grantor, same consent not to be unreasonably withheld.

SUBJECT to the foregoing this Easement Agreement shall run with the land, and shall bind and inure to the benefit of Grantor's successors and assigns and Grantee's successors and assigns.

EXECUTED as of July 15, 1987.

WITNESSES:

SHELL OIL COMPANY

MAREN DARCY

20000

Attest:

MANAGER, CORPORATE REAL ESTATE
ADMINISTRATIVE SERVICES

ASSISTANT SECRETARY

This instrument was prepared under the supervision of John W. Suralski, a representative of SHELL OIL COMPANY, 31275 Northwestern Highway, Farmington Hills, Michigan 48018.

STATE OF TEXAS X SS:
COUNTY OF HARRIS X

of July 1987, by E.D. Ellis of Shell Oil Company, a Delaware corporation, on behalf of the corporation.

Martha Hickman,

My commission expires: 10/08/90

RECORDED RIGHT OF WAY NO. 376,

APPROVED AS TO FORM / O/ / DATE
LEGAL DEPARTMENT

## DAVID C. ADAMS & SON

REGISTERED LAND SURVEYORS, INC. 25517 FIVE MILE ROAD DETROIT, MICHIGAN 48239

DETROIT OFFICE (313) 538-1222

2 . 3

October 14, 1986

Sheet 1 of 3 sheets

Survey No. 17227-Revised

PARCEL -A-

PART OF THE NORTHEAST 1/4 OF SECTION 21, T. 3 S, R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 21, SAID LINE BEING ALSO THE CENTER LINE OF BELLEVILLE ROAD (120 FEET WIDE), A MEASURED DISTANCE OF 654.95 FEET (DESCRIBED 655.55 FEET) TO A POINT; THENCE WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF INTERSECTION OF THE WEST LINE OF SAID BELLEVILLE ROAD WITH THE SOUTH LINE OF THE I-94 FREEWAY SOUTH SERVICE ROAD, AS DESCRIBED IN LIBER 15364 OF DEEDS ON PAGE 731, WAYNE COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH ALONG THE WEST LINE OF SAID BELLEVILLE ROAD, SAID LINE BEING 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 150.00 FEET TO A POINT; THENCE WEST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE WEST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE WEST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE WEST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE WEST, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH LINE OF SAID FREEWAY SERVICE ROAD, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING 22,500 SQUARE FEET OR 0.5165 ACRE, MORE OR LESS, OF LAND IN AREA.

## PARCEL -8-

PART OF THE NORTHEAST 1/4 OF SECTION 21, T. 3 S, R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 21, SAID LINE BEING ALSO THE CENTER LINE OF BELLEVILLE ROAD (120 FEET WIDE), A MEASURED DISTANCE OF 804.95 FEET (DESCRIBED 805.55 FEET) TO A POINT; THENCE WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID BELLEVILLE ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH ALONG THE WEST LINE OF SAID BELLEVILLE ROAD, SAID LINE BEING 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 10.00 FEET TO A POINT; THENCE WEST, A DISTANCE OF 250.00 FEET TO A POINT; THENCE NORTH, A MEASURED DISTANCE OF 163.36 FEET [DESCRIBED 165.66 FEET] TO A POINT ON THE SOUTHERLY LINE OF THE I-94 FREEWAY SOUTH SERVICE ROAD, AS DESCRIBED IN LIBER 15364 OF DEEDS ON PAGE 731, WAYNE COUNTY RECORDS; THENCE SOUTH 67 DEGREES 31 MINUTES 49 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID FREEWAY SERVICE ROAD, A DISTANCE OF 8.79 FEET TO AN ANGLE POINT IN SAID FREEWAY SERVICE ROAD; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID FREEWAY SERVICE ROAD, EAST, A DISTANCE OF 91.88 FEET TO A POINT; THENCE SOUTH, A DISTANCE OF 150.00 FEET TO A POINT; THENCE EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING 17,514 SQUARE FEET OR 0.4021 ACRE, MORE OR LESS, OF LAND IN AREA. THE ABOVE DESCRIBED PARCEL OF LAND IS POSSIBLY SUBJECT TO AN EASEMENT TO THE DETROIT EDISON COMPANY, AS PER LIBER 18303 OF DEEDS ON PAGE 254, WAYNE COUNTY RECORDS.

# DAVID C. ADAMS & SON

## REGISTERED LAND SURVEYORS, INC. 25517 FIVE MILE ROAD DETROIT, MICHIGAN 48239

DETROIT OFFICE (313) 538-1222

October 14, 1986

Sheet 2 of 3 sheets

Survey No. 17227-Revised

#### COMPOSITE DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 21, T. 3 S, R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 21, SAID LINE BEING ALSO THE CENTER LINE OF BELLEVILLE ROAD (120 FEET WIDE), A MEASURED DISTANCE OF 654.95 FEET (DESCRIBED 655.55 FEET) TO A POINT; THENCE WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF INTERSECTION OF THE WEST LINE OF SAID BELLEVILLE ROAD WITH THE SOUTH LINE OF THE I-94 FREEWAY SOUTH SERVICE ROAD, AS DESCRIBED IN LIBER 15364 OF DEEDS ON PAGE 731, WAYNE COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH ALONG THE WEST LINE OF SAID BELLEVILLE ROAD, SAID LINE BEING 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 160.00 FEET TO A POINT; THENCE WEST, A DISTANCE OF 250.00 FEET TO A POINT; THENCE NORTH A MEASURED DISTANCE OF 163.36 FEET (DESCRIBED 165.66 FEET) TO A POINT ON THE SOUTHERLY LINE OF SAID FREEWAY SERVICE ROAD; THENCE SOUTH 67 DEGREES 31 MINUTES 49 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID FREEWAY SERVICE ROAD. A DISTANCE OF 8.79 FEET TO AN ANGLE POINT IN SAID FREEWAY SERVICE ROAD; THENCE EAST CONTINUING ALONG THE SOUTH LINE OF SAID FREEWAY SERVICE ROAD, A DISTANCE OF 241.88 FEET TO THE POINT OF BEGINNING. CONTAINING 40,014 SQUARE FEET OR 0.9186 PQ. ACRE, MORE OR LESS, OF LAND IN AREA. THE ABOVE DESCRIBED PARCEL OF LAND IS POSSIBLE SUBJECT TO AN EASEMENT TO THE DETROIT EDISON COMPANY, AS PER LIBER 18303 OF DEEDS OF PAGE 254, WAYNE COUNTY RECORDS.

## DAVID C. ADAMS & SON

REGISTERED LAND SURVEYORS, INC. 25517 FIVE MILE ROAD **DETROIT, MICHIGAN 48239** 

**DETROIT OFFICE** (313) 538-1222

June 3, 1987

Sheet 3 of 3 Sheets

Survey No. 17227-Revised

DESCRIPTION FOR A PROPOSED 6 FOOT WIDE UTILITY EASEMENT.

PART OF THE NORTHEAST 1/4 OF SECTION 21, T. 3 S, R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 21, SAID LINE BEING ALSO THE CENTER LINE OF BELLEVILLE ROAD (120 FEET WIDE), A MEASURED DISTANCE OF 654.95 FEET (DESCRIBED 655.55 FEET) TO A POINT; THENCE WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF INTERSECTION OF THE WEST LINE OF SAID BELLEVILLE ROAD WITH THE SOUTH LINE OF THE 1-94 FREEWAY SOUTH SERVICE ROAD, AS DESCRIBED IN LIBER 15364 OF DEEDS ON PAGE 731, WAYNE COUNTY RECORDS; THENCE SOUTH ALONG THE WEST LINE OF SAID BELLEVILLE ROAD, SAID LINE BEING 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL 22 WITH THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 160.00 FEET TO A POINT; THENCE WEST, A DISTANCE OF 244.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING WEST, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH A MEASURED DISTANCE OF 163.36 FEET (DESCRIBED 165.66 FEET) TO A POINT ON THE SOUTHERLY LINE OF SAID FREEWAY SERVICE ROAD; THENCE SOUTH 67 DEGREES 31 MINUTES 49 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID FREEWAY SERVICE ROAD, A DISTANCE OF 6.49 FEET TO A POINT; THENCE SOUTH, A DISTANCE OF 160.88 FEET TO THE POINT OF BEGINNING. CONTAINING 972 SQUARE FEET, MORE OR LESS, OF LAND IN AREA.

IGHT S, λVā

# **Shell Oil Company**



CERTIFIED MAIL
RETURN RECEIPT REQUESTED
#P 441 691 724

31275 Northwestern Hwy. Suite 145 Farmington Hills, Michigan 48018

July 20, 1987

Mr. Richard Willis Detroit Edison 8001 Haggerty Road Belleville, Michigan 48111

Dear Mr. Willis:

Pursuant to our meeting and most recent phone conversations, I am enclosing for your files a fully executed copy of the Easement Agreement and survey showing the "Easement Area" regarding our service station property at Belleville Road & I-94.

I will have the original recorded and forward that data to you at a later date.

If you have any questions regarding this matter, feel free to contact me at 313/855-8024 any time.

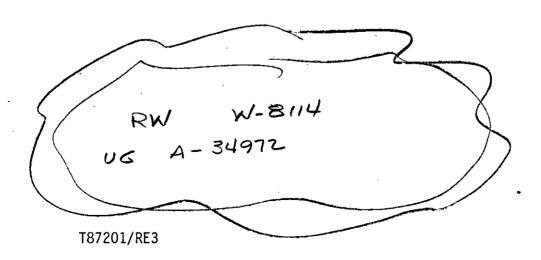
Yours very truly,

Xohn W. Suralski

District Real Estate Representative,

Michigan Retail District

Enclosure(s)



# **Shell Oil Company**



September 24, 1987

31275 Northwestern Hwy. Suite 145 Farmington Hills, Michigan 48018

Mr. E. J. Garrison Real Estate Department Detroit Edison 8001 Haggerty Road S Belleville, Michigan 48111

Re: Easement Agreement N/E ½ - SEC 21 Van Buren Township

Dear Mr. Garrison:

Pursuant to our last phone conversation regarding your letter of August 24, please be informed of the following.

The Easement Agreement regarding the subject property, as presented to Mr. Willis, was an exact copy of a previous Easement we granted your company at another site. The wording was not only agreed to and accepted by your attorney, Mr. James J. Daskaloff, but he also provided much of the wording to the satisfaction of the Detroit Edison Company.

The representative I negotiated with was Mr. Richard Longwish. I am certain that if you contact him, he can assure you that the Easement Agreement, as presented to you, does not in any way create problems for your company.

I am enclosing for your review a copy of the previous Easement marked sample and returning for your file the Easement Agreement as presented to Mr. Willis. The Agreement relative to the subject property had already been recorded.

I am certain that you can understand our position in that we are surrendering use of a considerable portion of land. However, we must also retain some control over our own land, as once the Easement Agreement has been granted we lose all future use of that land and eliminate any future resale value.

If you have any further questions after reviewing these documents or after speaking with Mr. Longwish, feel free to contact me at your convenience.

Yours very truly,

ÿhn W. Suralski

Øistrict Real Estate Representative,

Michigan Retail District

cc: Mr. Richard Longwish

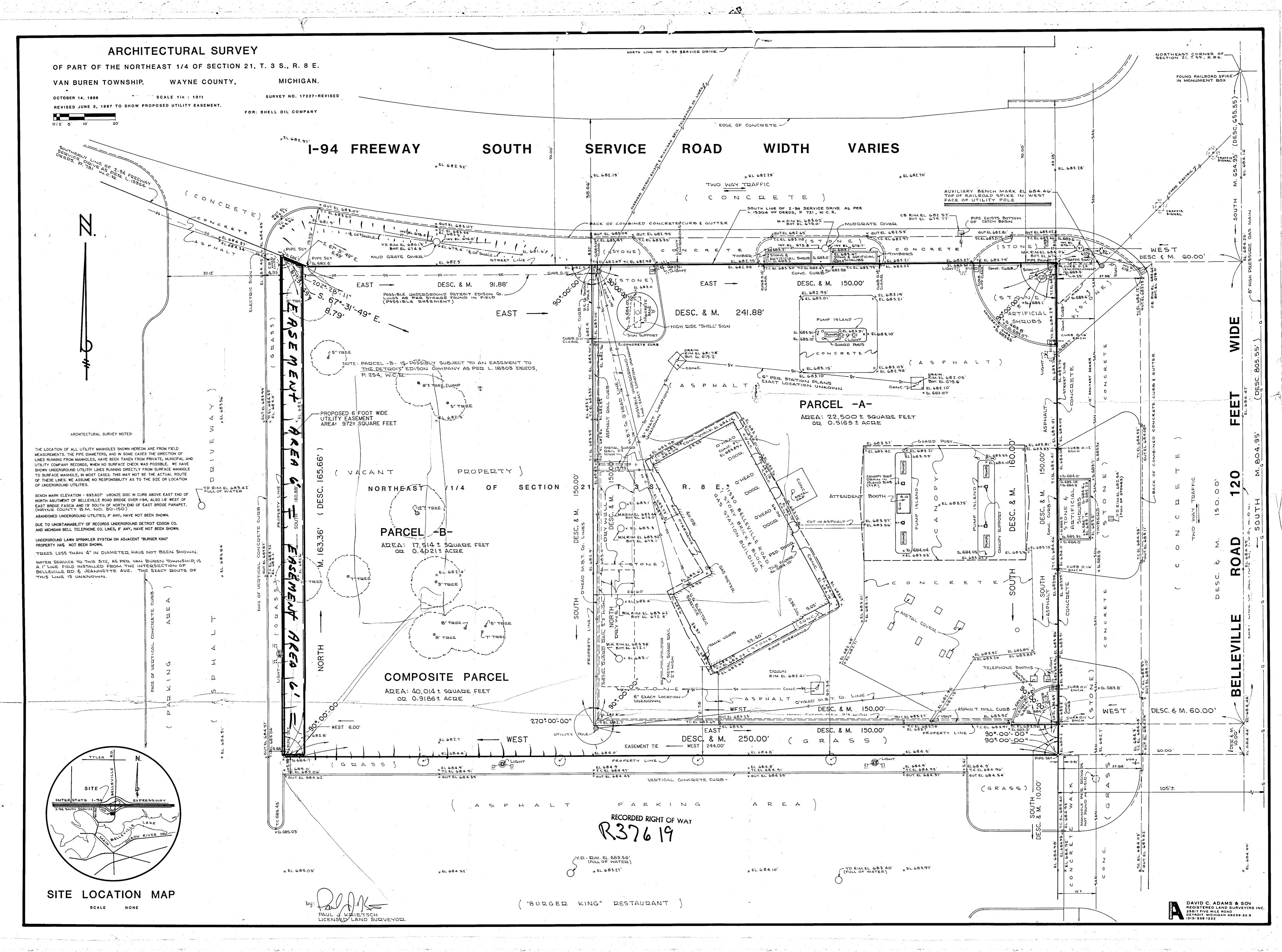
Real Estate & Right Away Division

Detroit Edision - Ann Arbor

425 S. Main #332

Ann Arbor, MI 48104

RECORDED RIGHT OF WAY NO.



RECORDED RIGHT OF WAY NO. 376/9

R37619