

Project No. RT5167 ROW No. R37968

Date:

October 15, 1997

To:

Jocelyn McKeldin

Records Center

From:

Pamela Kolinski

Subject:

Partial Releases of Right of Way

Attached are papers related to a partial release granted in Elba Township (City of).

The property is located in the NE 1/4 of Section 12, Elba Township, Lapeer County, Michigan.

The document preparation fee was waived per Betty Dean of the Lapeer S.C. This was a condition in the original easement agreement: Liber 626, Page 276.

Please incorporate these papers into Right of Way File No. R37968.

Attachments

cc:

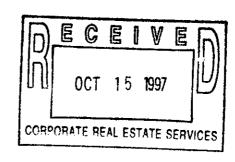
L. Pfeiffer

R. Bollaert

N. Stevens

B. Dean

File





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Melissa De Vaugh
REGISTER OF PEEDS
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PARTIAL RELEASE OF RIGHT OF WAY

(Edison equipment on Owner's land)

"Edison" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Owner" is:

The City of Lapeer, a Municipal corporation, 576 Liberty Street, Lapeer, Michigan 48446 and Dube and McNish, L.L.C., 3171 John Conley Drive, Lapeer, Michigan 48446

The "Existing Right of Way":

- a) Will remain in full effect except for the rights that are released in this partial release.
- b) Was granted to Edison by The State of Michigan on November 13, 1987.
- c) Is recorded in Liber 626 Page 276 280 of Lapeer County Records.
- d) Concerns land in the NE 1/4 of Section 12 in Elba Township, Lapeer County.

"Owner's Land" is described as:

Commencing at the NE corner of Section 12, T7N, R9E, Lapeer County, Michigan; thence South 89°15'58" West 44.03 feet, on the North line of said Section 12 to the centerline and point of beginning of said 12.00 foot wide easement; thence South 01°45'10" East 943.73 feet, to a point of easement intersection, A; thence from this point A, South 76°12'35" East 45.74 feet; thence from this point A, South 30°00'00" West 1109.35 feet, to a point of easement intersection, B; thence from this point B, South 30°00'00" West 46.77 feet; thence from this point B; North 83°56'40" East 61.77 feet; thence from this point B, South 83°56'40" West 1650.02 feet; to a point of easement intersection, C; thence from this point C, South 83°56'40" West 43.15 feet; thence from this point C, North 41.38 feet; thence from this point C, South 228.28 feet.

Rights Released by Edison Edison releases to Owner all of the easement rights that the existing Right of Way gives to Edison concerning Owner's land from Point B of the above description to the end of the above description.

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LIBER 104,0 PAGE 0849

Witnessed by:(type or print name under signature) John C. Erb THOMAS WILSON	The Detroit Edison Company Mul W- Paul W. Potter, Director Corporate Real Estate Services	
Acknowledged before me in Wayne County, Michigan, on Octor 7, 1997, by Paul W. Potter, Director of Corporate Real Estate Services of The Detroit Edison Company, a Michigan corporation, for the corporation.		
THOMAS WILSON Notary Public, Wayne County, MI Notary's My Commission Expires Oct. 11, 1998 Notary's Stamp Signature (Notary's name, county, and date commission expires) THOMAS WILSON		

Prepared by and return to:

George Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226

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APPROVED AS TO POPPA 9/20/97 DATE
LEGAL DEPARTMENT 9/10/14

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Melisse De Vaugh REGISTER OF PEEDS LAPESE COURT TO MINISTER

PARTIAL RELEASE OF RIGHT OF WAY

(Edison equipment on Owner's land)

On <u>Octobe R II</u>, 1997, for one dollar and other valuable consideration, Edison releases to Owner some, but not all, of the rights that an Existing Right of Way gives to Edison concerning Owner's Land.

"Edison" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Owner" is:

City of Lapeer, a Municipal corporation, 576 Liberty Street, Lapeer, Michigan 48446

The "Existing Right of Way":

- a) Will remain in full effect except for the rights that are released in this partial release.
- b) Was granted to Edison by The State of Michgian on September 1, 1987.
- c) Is recorded in Liber 619 Page 511 -528 of Lapeer County Records.
- d) Concerns land in the NE 1/4 of Section 12 in Elba Township, Lapeer County.

Rights Released by Edison Edison releases to Owner the following easement rights; Exhibit F - A twelve (12) foot wide guy line Right-of-Way in the East ½ of Section 12, T7N, R9E, land in the Township of Elba, County of Lapeer, State of Michigan, being six (6) feet on either side of the Centerline described as follows:

Commencing at the Northeast corner of said Section 12; thence South 86°15′58" West ₹ 44.03 feet along the North line of said Section 12; thence South 01°45′11" East 943.73 ₹ feet; thence South 30°00′00" West 1108.49 feet to the Point of Beginning; thence North 86°56′40" East 61.77 feet to the Point of Ending.

Witnessed by:(type or print name under signature)

John C. Erh.

THOMAS WILSON

The Detroit Edison Company

Paul W. Potter, Director

Corporate Real Estate Services

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Acknowledged before me in Wayne County, Michigan, on October 7, 1997, by		
Paul W. Potter, Director of Corporate Real Estate Services of The Detroit Edison		
Company, a Michigan corporation, for the corporation.		
THOMAS WILSON		
Notary Public, Wayne County, MI		
Notary's My Commission Expires Oct. 11, 1998	Notary's	
Stamp		
(Notary's name, county, and date commission expire	es) THOMAS WILSON	

Prepared by and return to:

George Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226

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MISC D 9.00 R/W P0010 REMONT 2.00

APPROVED AS TO FORM 9/30/97 DATE

The state of the s

Detroit **Edison**

Date:

September 3, 1997

To:

Pam Kolinski

Real Estate Analyst

Corporate Real Estate Services

From:

Linda J. Pfeiffer

Administrative Support Specialist

Substation Design

Subject:

RELEASE OF RIGHT OF WAY

NE 1/4 OF SECTION 12

ELBA TOWNSHIP, LAPEER COUNTY

SPE and SOP has reviewed and approved the request for the release of the right of way.

Approval:

Carl M. Fucinari
Principal Area Leader
Substation Design

:ljp

cc: RT5167

\$ 379.68



Date:

July 18, 1997

To:

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Kolinski

From:

N. J. Stevens V

Subject:

Request for Release of Detroit Edison Easement

obtained for a Pole Right of Way located in the NE ¼, Section 12

City of Lapeer, Lapeer County, Michigan

Re:

Project No. TR 5167

Resource Planning defers to System Optimization and Planning concerning the subject request for release of easement.

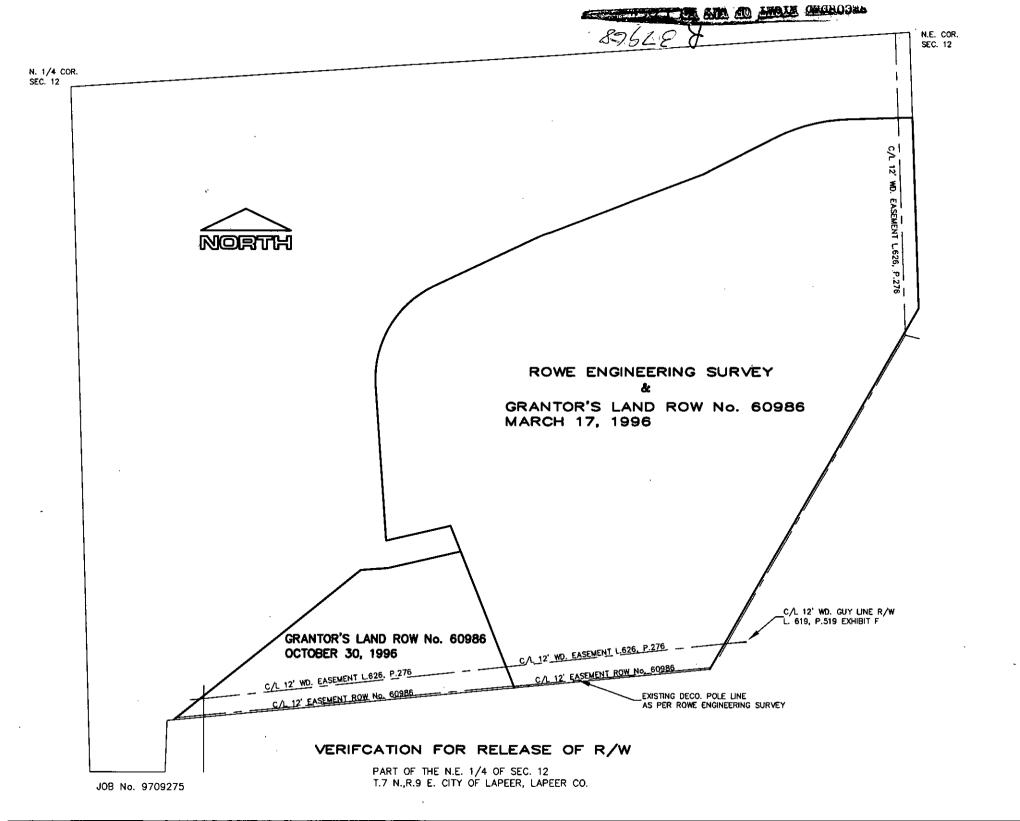
cc:

R. W. Bauer

R. W. Bednarz

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LIBER 626 PAGE 276

EASEMENT AGREEMENT

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LIBER NO. 626 FASE NO. 276
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AGREEMENT, made this 13th day of November, 1987, by and between the STATE OF MICHIGAN, by its DEPARTMENT OF MANAGEMENT AND BUDGET, whose address is Mason Building, Lansing, Michigan 48909, and DETROIT EDISON COMPANY, a Michigan corporation, whose address is 1075 Suncrest Drive, Lapeer, Michigan 48446, hereinafter referred to as Grantee;

WITNESSETH:

FOR AND IN CONSIDERATION of ONE and no/100ths (\$1.00) DOLLAR, receipt whereof is hereby acknowledged, the mutual covenants contained herein, and other good and valuable consideration, the STATE OF MICHIGAN, DEPARTMENT OF MANAGEMENT AND BUDGET, acting by authority of 1984 PA 431, as amended, and resolution of the STATE ADMINISTRATIVE BOARD dated September 15, 1987, does hereby grant and convey unto Grantee an easement for the following purposes:

Constructing, operating, and maintaining an electric line and its supporting fixtures and appurtenances

over, under, upon and across the following described State-owned land, which is within the jurisdiction and control of the Michigan Department of Mental Health.

Land situate and being in the City of Lapeer, County of Lapeer, State of Michigan, as follows, to-wit:

Commencing at the NE corner of Section 12, T7N, R9E, Lapeer County, Michigan; th S86°15'58"W 44.03 ft, on the N line of said Section 12 to the centerline and point of beginning of said 12.00 foot wide easement; th S01°45'10"E 943.73 ft, to a point of easement intersection, A; th from this point A, S76°12'35"E 45.74 ft; th from this point A, \$30°00'00"W 1109.35 ft, to a point of easement intersection, B; th from this point B, S30°00'00"W 46.77 ft; th from this point B; N83°56'40"E 61.77 ft; th from this point B, S83°56'40"W 1650.02 ft; to a point of easement intersection, C; th from this point C, S83°56'40"W 43.15 ft; th from this point C, N 41.38 ft; th from this point C, S 228.28 ft.

This easement is granted subject to the following terms and conditions, which Grantee hereby agrees to accept and comply with:

LIBER 626 PAGE 2 7

- l. Grantee agrees to notify the Building Division, the authorized representative of the Department of Management and Budget and the Director, Department of Mental Health, prior to commencing operations, alterations, modifications, maintenance, or entry upon the described property, and to provide copies of engineering or architectural drawings prior to, and after completion of, such operations, alterations or modifications to or upon the said easement.
- 2. Grantee agrees that any relocation of the line of easement set forth in this instrument will be made only upon the prior written approval of the Department of Management and Budget before such relocation is undertaken. Grantee further agrees that any relocation shall be completed at its sole expense.
- 3. Grantee accepts this easement subject to all prior easements, permits, licenses, leases and other rights existing or pending at the time of the issuance of this easement, which may have been granted upon said lands.
- 4. In the event that State necessity requires the placement of buildings or other structures upon said easement, or in such proximity to such easement as to interfere with such easement, Grantee agrees that the State shall, in its sole discretion, have the right to relocate the line of easement at Grantee's sole expense. Subject to the terms and conditions of this agreement, Grantee shall have the right and authority to enter upon said easement at all reasonable times for the purpose of constructing, repairing, removing, replacing, or maintaining said easement, as is reasonably necessary for the purposes set forth herein, and to trim, remove or control any trees or foliage when necessary to the maintenance of said easement.
- 5. Grantee shall maintain said easement and its appurtenances in good repair, take reasonable precautions to prevent any damage to State property arising from Grantee's use of or access to said easement, and to repair, replace, or pay the State for any damages to State property, wherever situate, arising from the acts or omissions of Grantee in such use or access.
- 6. Modifications or alterations to the appurtenances in or upoh said easement, required by any existing or future laws, ordinances, or regulations of local, State or Federal Government, are to be made by Grantee at its expense and at no expense to the State.
- 7. In the event that the easement herein conveyed is abandoned or discontinued from use or service for a continuous period of two (2) years by Grantee, then and in that event this easement shall terminate; and Grantee agrees upon such abandonment, and upon the request of the State, its successors or assigns, to release and quit-claim all rights secured hereby to the State, its successors or assigns. In the event of such aban-

- 8. It is expressly understood and agreed that Grantee shall not assign this easement or any portion thereof without the prior written consent of the State, its successors or assigns. The terms and conditions of this agreement shall be binding upon the successors and authorized assigns of the respective parties.
- 9. The Grantee shall hold the Grantor harmless from all damages or losses to persons or property arising from the acts or omissions of Grantee in its operations on the described easement herein conveyed.

IN WITNESS WHEREOF, the respective parties have hereunto caused this instrument to be executed on the date first above written.

Signed in the presence of:

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT & BUDGET

Barbara Hadden

Shelby P. Solomon

Director

Susan Reed

DETROIT EDISON COMPANY

Tanda t o

John A. Zelenak

Its Director of Engineering & Planning

Richard F. Collins

RECORDED RIGHT OF WAY NO.

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

On this lat day of December, 1987, before me, a notary public in and for said County, personally appeared Shelby Colemon Birector of the Department of Management and Budget for the State of Michigan, to me known to be the person who executed the foregoing instrument, and who acknowledged the same to be the free act and deed of the State of Michigan by authority hereinabove set forth.

Betty L. Cushman

Notary Public, Ingham County

My Commission expires October 28,1987

STATE OF MICHIGAN)
) ss
COUNTY OF St. Clair)

On this 13th day of November , 1987, before me, a notary public in and for said County personally appeared John A. Zelenak , the Director of Engineering and Planning of Detroit Edison the corporation named in the foregoing instrument, and acknowledged that said instrument was executed on behalf, and by full authority, of said corporation.

Richard F. Collins

Notary Public, St. Clair County

My Commission expires December 20, 1989

Legal Description Reviewed By:

Peter Beaver

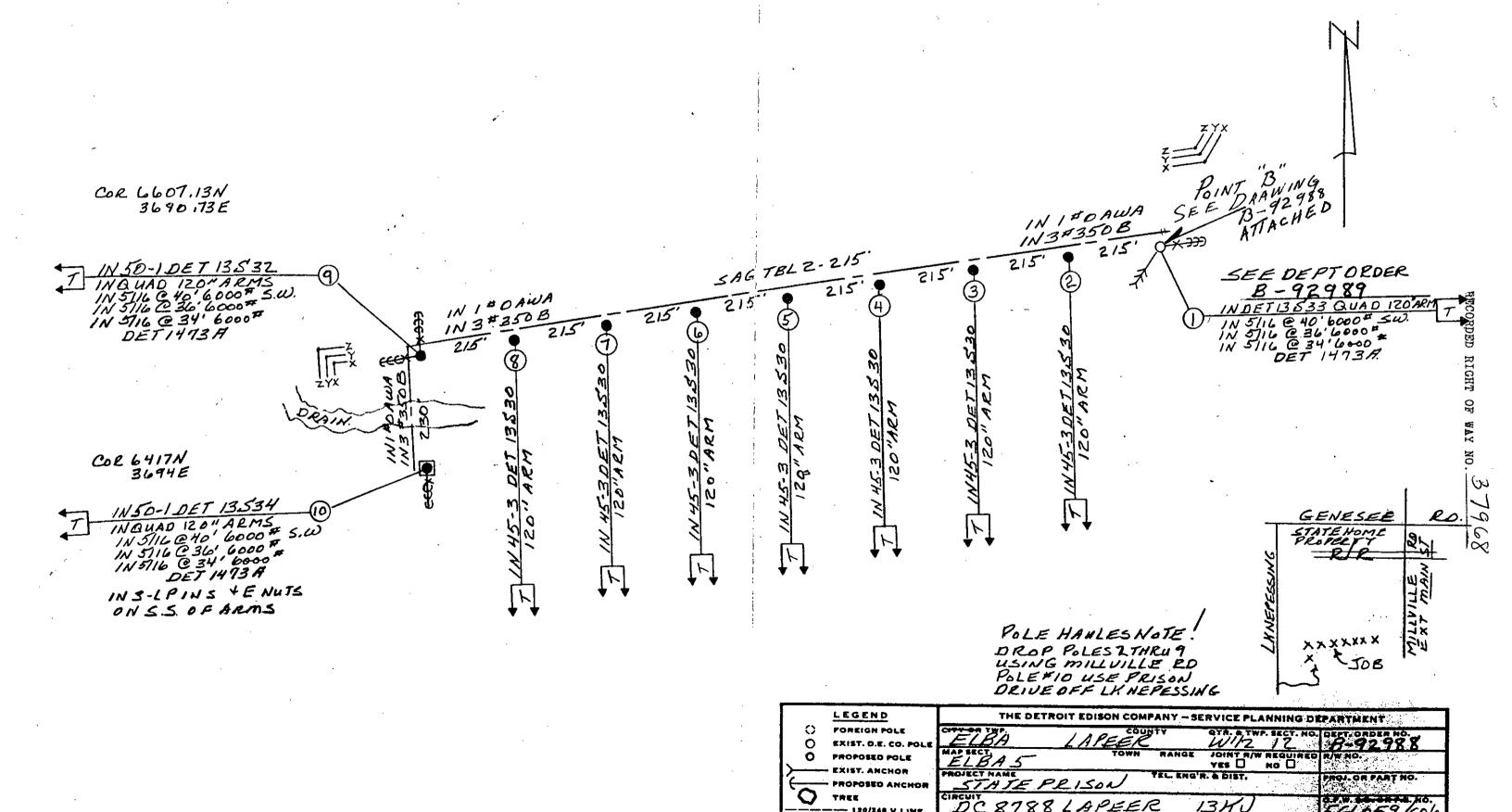
Building Division

Department of Management and Budget

Drafted and approved as to legal form by:

FRANK J. KELLEY Attorney General

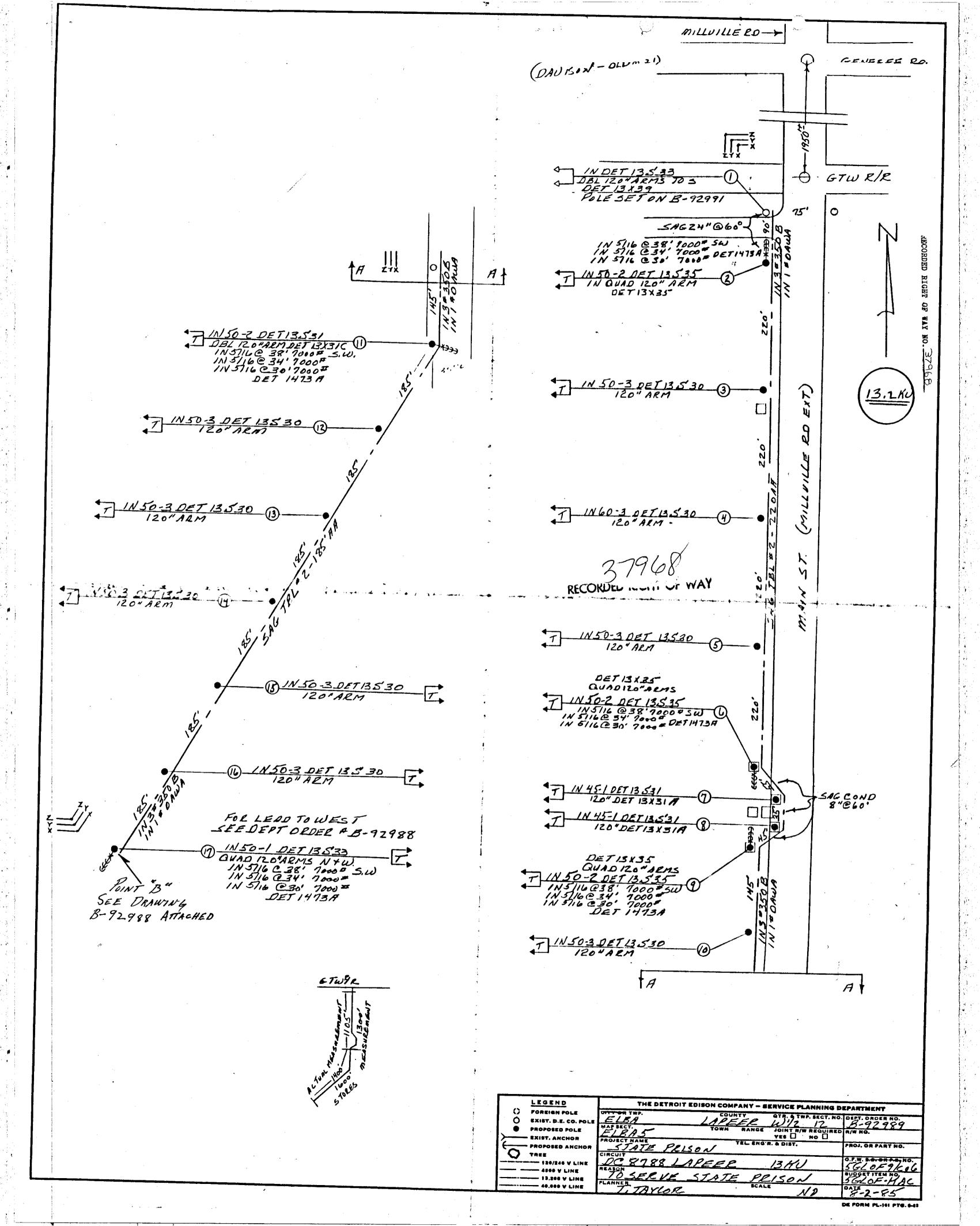
Gary L. Hicks
Assistant Attorney General
Natural Resources & Military Affairs
401 S. Washington Avenue
Plaza One, Third Floor
Lansing, MI 48913
DMB#1/cs1/DETROITEA-1



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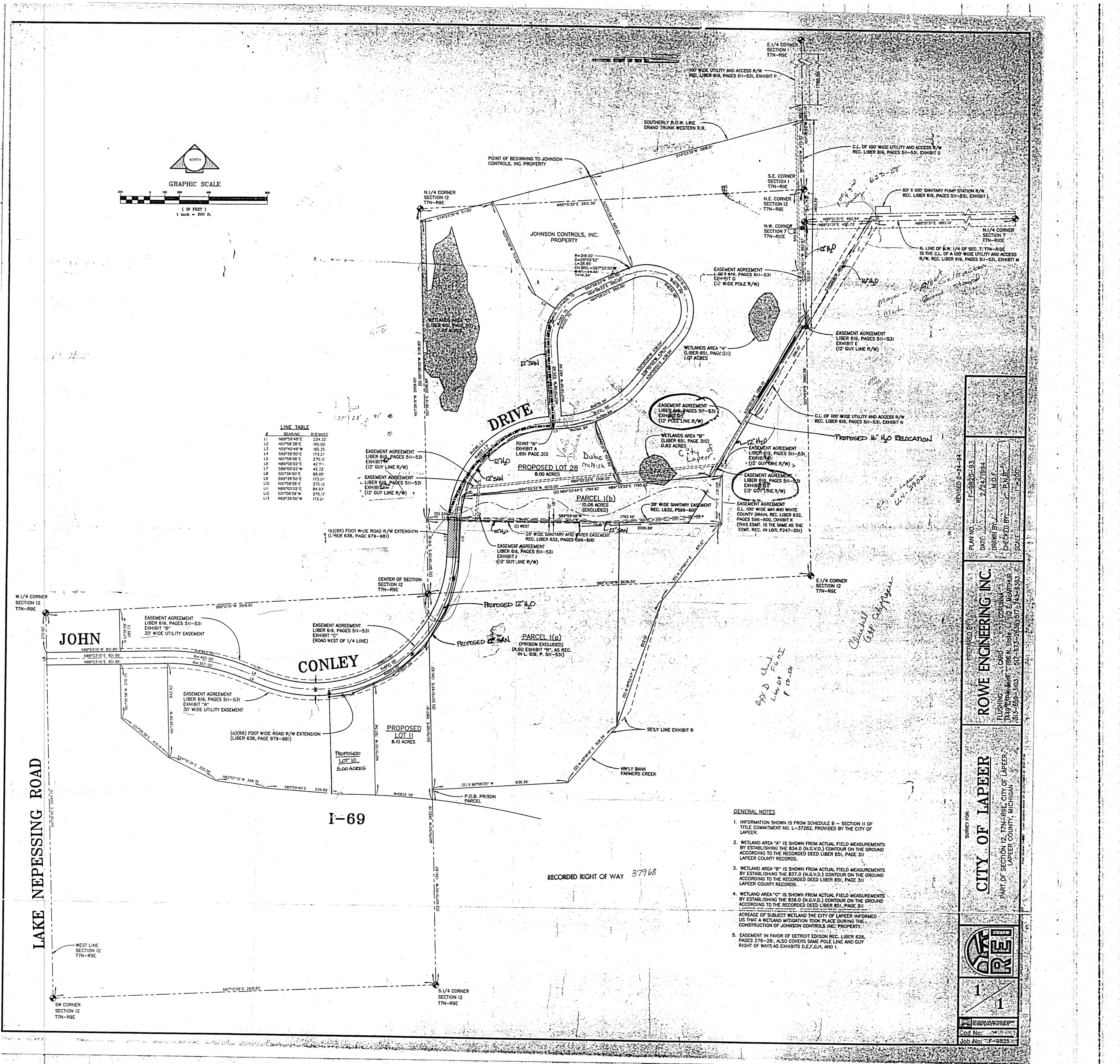
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