

**Detroit Edison**

Real Estate and Rights of Way

**Underground Right of Way Agreement**

B543761

LIBER 050 7PG626 \$1300

1-8, 1991

For good and valuable consideration of system betterment, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan hereinafter referred to as "EDISON," the right to construct, reconstruct, modify, add to, operate and maintain underground line facilities consisting of poles, conduits, wires, cables, manholes, transformers and accessories required to provide electric service in, under, upon and across property located in the City of Richmond, County of Macomb, State of Michigan, further described as:

Township of Lenox, Macomb County, Michigan, described as: A part of Lot 30 of Supervisor's Plat No. 1, a subdivision of the Southeast 1/4 of Section 1, T4N, R14E, and being more particularly described as follows: Commencing at the NEC of said Lot 30, said point being the East 1/4 post of Section 1, and thence extending S.00° 42' East 1395.49 feet along the easterly side of Lot 30, thence S 31°47' West 195.0 feet along the northwesterly sideline of Gratiot Avenue (120.0 feet wide); thence N 20°03' West 33.10 feet; thence N 57°23' West 79.74 feet; thence N 54°24' West 263.74 feet; thence N 00°45'30" West 1336.61 feet along the westerly side of Lot 30; thence S 89°34'30" East 396.28 feet along the northerly line of Lot 30 to the point of beginning.

RECORDED RIGHT OF WAY NO. 41356

RECORDED IN MACOMB COUNTY RECORDS AT: 12:56p FEB - 5 1991

*Edna Hill*

CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

as shown on the attached drawing MC-K818 which is made a part hereof.

\*See Addendum attached hereto and incorporated herein. The right of way is 6 feet in width.

The rights hereby granted include the right of access to and from the rights of way and the right to trim, cut down or otherwise control trees, brush or roots of any kind either within the right of way or on property adjoining the right of way which in the opinion of EDISON interferes with the construction or operation of the line facilities. It is expressly understood and agreed that EDISON shall, at no time, trim or cut down any trees unless, in EDISON'S opinion, it is absolutely necessary to do so. EDISON shall restore premises to its original condition or as near as can be in the event of damages caused by its employes, contractors, vehicles and equipment entering premises for the purposes set forth herein.

No buildings or structures are to be placed within said right of way herein granted without the written consent of EDISON.

This grant is declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.

IN WITNESS WHEREOF the undersigned have hereunto set their hand(s) on the date of this agreement.

Witnesses:

x *Lois Pool*  
Lois Pool

x *Chas. V. Hicks*  
Chas. V. Hicks

x *Michael J. McCabe*  
MICHAEL J. McCABE

x *Carol Wuschack*  
CAROL WUSCHACK

Grantors:

TOTAL PETROLEUM, INC.  
a Michigan Corporation

BY: *Kenneth R. Buckler*  
Kenneth R. Buckler  
Executive Vice President

THE DETROIT EDISON COMPANY  
a Michigan Corporation

BY: *Ronald E. Pagels*  
XXXXX Ronald E. Pagels, Supervisor  
Service Planning

Prepared by: & return to:  
Michael J. McCabe  
15600 - 19 Mile Road  
Mt. Clemens, MI 48044

APPROVED AS TO FORM 1/25/91 Denver Place North Tower, Suite 2201  
LEGAL DEPARTMENT JPH PODB08 500, Denver, Colorado 80201

15

**ADDENDUM TO UNDERGROUND  
RIGHT OF WAY AGREEMENT**

Addendum to the Underground Right of Way Agreement dated this 8<sup>TH</sup> day of JANUARY, 1990, between **TOTAL PETROLEUM, INC.**, a Michigan corporation, Grantors, and **THE DETROIT EDISON COMPANY**, a Michigan corporation, Grantee.

1. Edison agrees that it or any contractor working for or on behalf of it shall not permit any access or driveway approach leading to Grantors' property to be blocked or hindered, in any manner, at any time while construction is underway or while this easement is in effect.
2. Edison or any contractor working for or on behalf of Edison shall not park or store any equipment on Grantors' adjacent property while working on the installation or maintenance of the underground electric utility service line while this easement is in effect.
3. All property or improvements to the Premises or Grantors' adjoining property which are damaged or disturbed as a result of exercise of any rights hereunder by Edison, its agents or contractors, shall be restored by Edison to their immediately prior condition within a reasonable time after completion of any construction while this easement is in effect.
4. Edison shall accept the full responsibility, prior to the granting of any construction contract for work that will be performed on said easement area, or the assigning of said easement to any third party that Edison will have included in any contract for work or assignment agreement, a hold harmless clause that will hold Grantors harmless from any and all claims, damages, judgments, or obligations whatsoever, including the cost of defense of suit, arising out of damage to property, including property of Grantors and arising out of injury (including death) to persons including employees of Grantors and incurred or alleged to have been incurred in connection with or as a result of the granting of any contract for work or the assignment of this easement agreement to a third party. \*
5. Grantee agrees this easement is for the exclusive purposes set forth above and shall not be used for the installation of any underground cable that serves as communication between parties.

\*However, Grantors will not be held harmless for claims, damages, judgments or obligations arising out of Grantor's sole negligence.

RECORDED RIGHT OF WAY NO.

41355

**Acknowledgement-Individual**

STATE OF MICHIGAN

County of \_\_\_\_\_ )SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the foregoing instrument was acknowledged before me, a notary public in and for said county, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

**Acknowledgement-Individual**

STATE OF MICHIGAN

County of \_\_\_\_\_ )SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the foregoing instrument was acknowledged before me, a notary public in and for said county, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 41355

**Acknowledgement-Corporation**

STATE OF MICHIGAN

County of MACOMB )SS

On this 17<sup>TH</sup> day of DECEMBER, 1990, the foregoing instrument was acknowledged before me, a notary public in and for said county, by Ronald E. Pagels

whose title(s) is /are Supervisor

of THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of the corporation.

Michael J. McCabe  
Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

**MICHAEL J. McCABE**  
Notary Public, Macomb County, MI  
My Commission Expires Mar. 9, 1992

**Acknowledgement-Partnership**

STATE OF MICHIGAN

County of \_\_\_\_\_ )SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the foregoing instrument was acknowledged before me, a notary public in and for said county, by \_\_\_\_\_

(a) general/managing partner(s), on behalf of \_\_\_\_\_ a partnership.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

Acknowledgement-Individual

STATE OF MICHIGAN

County of \_\_\_\_\_ )SS

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the foregoing instrument was acknowledged before me, a notary public in and for said county, by \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

Acknowledgement-Individual

STATE OF MICHIGAN

County of \_\_\_\_\_ )SS

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the foregoing instrument was acknowledged before me, a notary public in and for said county, by \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

Acknowledgement-Corporation

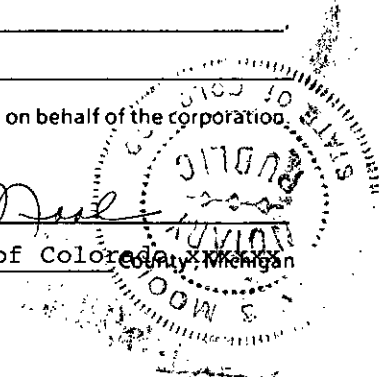
STATE OF ~~MICHIGAN~~ Colorado  
City and  
County of Denver )SS

On this 8th day of January, 19 91, the foregoing instrument was acknowledged before me, a notary public in and for said county, by Kenneth R. Buckler

whose title(s) is /are Executive Vice President  
of TOTAL PETROLEUM, INC., a Michigan corporation, on behalf of the corporation.

Notary Public, State of Colorado ~~County, Michigan~~

My commission expires September 15, 1993



RECORDED RIGHT OF WAY NO. 41355

Acknowledgement-Partnership

STATE OF MICHIGAN

County of \_\_\_\_\_ )SS

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the foregoing instrument was acknowledged before me, a notary public in and for said county, by \_\_\_\_\_

(a) general/managing partner(s), on behalf of \_\_\_\_\_ a partnership.

Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

**APPLICATION FOR RIGHT OF WAY**

DE 963-0811 5-7455 (MS 80)

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

DATE March 16, 1990

LOCATION Gratiot & County Line

APPLICATION NO. MC-K818

CITY OR VILLAGE Richmond

DEPT. ORDER NO. A-74824

TOWNSHIP Lenox COUNTY Macomb

O. F. W. NO. \_\_\_\_\_

DATE BY WHICH RIGHT OF WAY IS WANTED \_\_\_\_\_

BUDGET ITEM NO. \_\_\_\_\_

THIS R/W IS \_\_\_\_\_ % OF TOTAL PROJECT NO. \_\_\_\_\_ ACCUM. \_\_\_\_\_ %.

INQUIRY NO. \_\_\_\_\_

JOINT RIGHT OF WAY REQUIRED YES  NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED R/W requested for 6' easement for 4" PVC U.G. duct.

PURPOSE OF RIGHT OF WAY Installing U.G. duct

SIGNED *Sergio Rinaldi*

Macomb Division Hdqtrs.

Service Planning

OFFICE

DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

RECORDED RIGHT OF WAY NO. 41355

R/W secured as requested

PERMITS IN RECORD CENTER 1 R.E. & R/W DEPT. FILE 1 GRANTOR 1

NO. OF PERMITS 1 NO. OF STRUCTURES - NO. OF MJLES - PERMITS TO MBT -

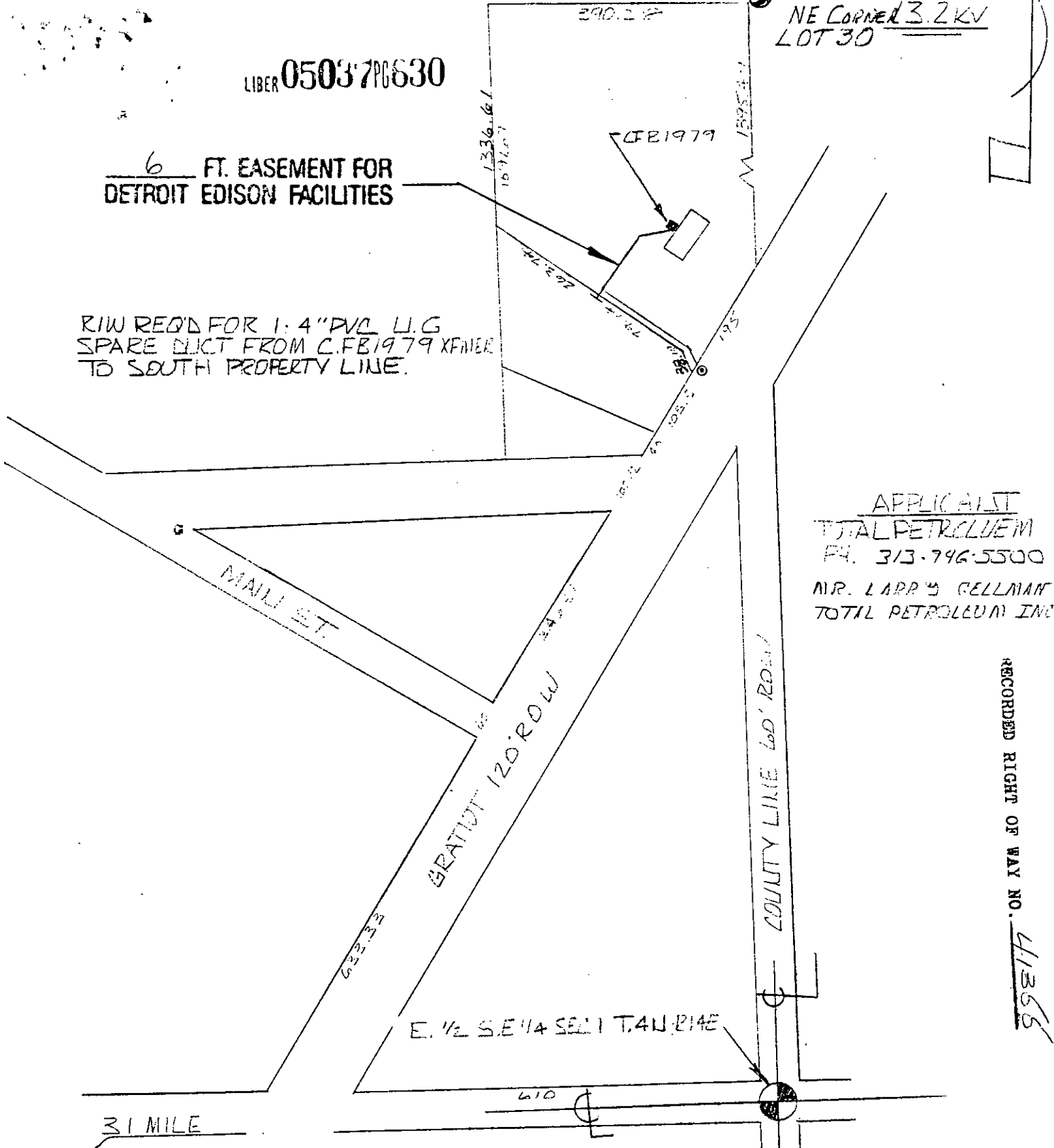
DATE 2-13-91 SIGNED *Michael DiLore*

LIBER 05037PG630

NE CORNER 3.2KV LOT 30

6 FT. EASEMENT FOR DETROIT EDISON FACILITIES

RIW REQ'D FOR 1:4" DIA. U.G. SPARE DUCT FROM C.FB1979 XFINER TO SOUTH PROPERTY LINE.



APPLICANT  
TOTAL PETROLEUM  
P.O. 313-796-5500  
MR. LARRY GELMAN  
TOTAL PETROLEUM INC.

RECORDED RIGHT OF WAY NO. 41355

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
CITY OR TOWNSHIP RICHMOND	COUNTY MICHIGAN	QTR. & TWP. SECT. NO.	DEPT. ORDER NO.
MAP SECT. 1-927-476	TOWN 4N	RANGE 14E	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
PROJECT NAME	TEL. ENGR' & DIST.	R/W NO. MR-K919	
CIRCUIT E-4000	REASON ROW FOR UG. SPARE DUCT		PROJ. OR PART NO.
PLANNER DAN JOCK MALEY	SCALE	O.F.W. S.O. OR P.E. NO.	
DATE		BUDGET ITEM NO.	
DATE		DATE	

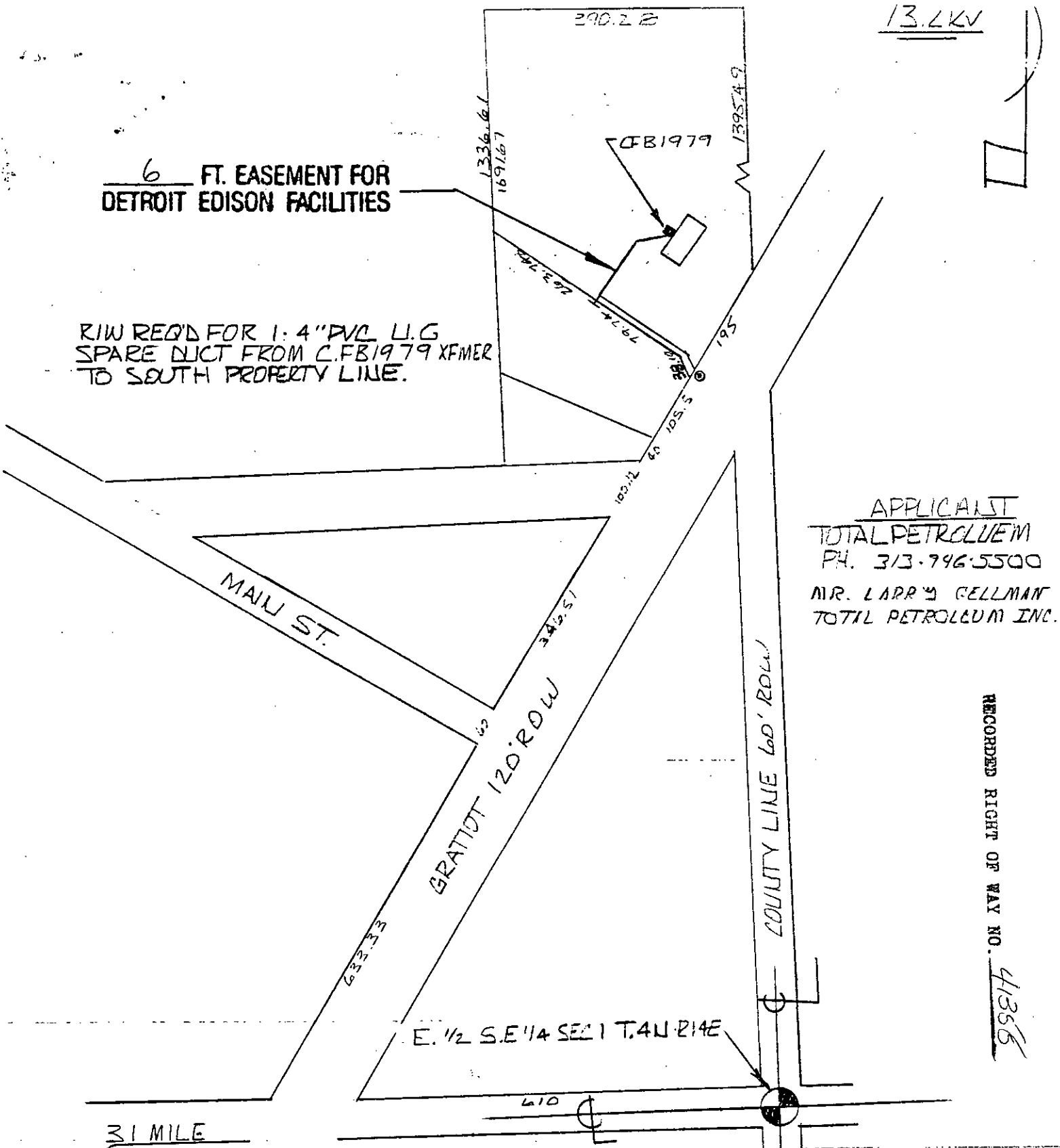
**6 FT. EASEMENT FOR  
DETROIT EDISON FACILITIES**

13.2KV

RIW REQ'D FOR 1:4" PVC U.G.  
SPARE DUCT FROM C.FB1979 XFMR  
TO SOUTH PROPERTY LINE.

APPLICANT  
TOTAL PETROLEUM  
PH. 313-996-5500  
MR. LARRY GELMAN  
TOTAL PETROLEUM INC.

RECORDED RIGHT OF WAY NO. 41356



LEGEND	
	FOREIGN POLE
	EXIST D.E. CO. POLE
	PROPOSED POLE
	EXIST ANCHOR
	PROPOSED ANCHOR
	TREE
	120/240 VOLT LINE
	4800 VOLT LINE
	13,200 VOLT LINE
	40,000 VOLT LINE

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
CITY OR TOWNSHIP <b>RICHMOND</b>	COUNTY <b>MACOMB</b>	QTR. & TWP. SECT. NO.	DEPT. ORDER NO.
MAP SECT. <b>1-427-476</b>	TOWN <b>4N</b>	RANGE <b>14E</b>	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
PROJECT NAME		TEL ENGR & DIST.	R/W NO. <b>MC-K818</b>
CIRCUIT <b>8420 RICHM</b>		PROJ. OR PART NO.	
REASON <b>RIW FOR 67371 GRATIOT</b>		O.F.W. S.O. OR P.E. NO.	
PLANNER <b>CHUCK MADDIX KEB</b>		SCALE <b>1"=200'</b>	DATE <b>3-14-97</b>
<b>9000684 J MASL</b>		BUDGET ITEM NO.	