

**UNDERGROUND EASEMENT (RIGHT OF WAY) NO. R-9301041-02R**

On NOVEMBER 4<sup>th</sup>, 1993, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

**"Grantor" is:**

F W SANDUSKY LIMITED PARTNERSHIP, a DELAWARE LIMITED PARTNERSHIP, 810 SEVENTH AVENUE, 28TH FLOOR, NEW YORK, N.Y., 10019

**"Grantee" is:**

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226  
GENERAL TELEPHONE CO., 7362 DAVISON ROAD, DAVISON, MICHIGAN 48423

**"Grantor's Land" is in WATERTOWN TOWNSHIP, SANILAC County, described as:**

COMMENCING AT THE NE COR OF SEC 6 TOWN 11 N, RANGE 14 EAST. RUNNING TH S 0 DEG 51 MIN W 350 FT ALONG THE E SEC LINE, TH N 88 DEG 32 MIN 40 SEC W 33 FT, TH S 0 DEG 51 MIN W 635.25 FT ALONG THE WESTERLY RD R/W LINE OF GATES RD, TH N 88 DEG 32 MIN 40 SEC W 1100.28 FT, TH N 01 DEG 37 MIN 20 SEC E 985.20 FT ALONG THE CENTERLINE OF AN EXISTING DITCH, TH S 88 DEG 32 MIN 40 SEC E 1120 FT ALONG THE N SEC LINE TO THE P.O.B.

**The "Right of Way Area" is a part of Grantor's Land and is described as:**

A 20 FOOT WIDE EASEMENT WHOSE CENTERLINE AS SHOWN ON DETROIT EDISON DRAWING R-9301041-02R AND DATED 10-11-93

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. **Access:** Grantee has the right of access to and from the Right of Way Area.
3. **Buildings or other Permanent Structures:** No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.
4. **Excavation:** As required by Public Act 53 of 1974, MISS DIG must be called on 1-800-482-7171 before anyone excavates in the Right of Way Area.
5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences shall be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee shall not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
6. **Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.
7. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

**Witnesses:**(type or print name below signature)

Brenda Rivera  
BRENDA RIVERA

Corinne Becker  
CORINNE BECKER

**Grantor:**(type or print name below signature)

FW SANDUSKY LIMITED PARTNERSHIP, a DELAWARE LIMITED PARTNERSHIP,

BY: Walter R. Samuels  
WALTER R. SAMUELS

IT'S GONNOR PARTNER

RECORDED RIGHT OF WAY NO. 45478

RIDER TO  
UNDERGROUND EASEMENT  
FW SANDUSKY LIMITED PARTNERSHIP  
TO  
DETROIT EDISON

1. Grantee agrees that it will not use any hazardous material (as hazardous material is defined in any Local, State or Federal Environmental Legislation) in the construction, use, and maintenance of the aforesaid easement.
2. Grantor reserves to itself the right to park and for pedestrian and vehicular passage in and over the easement area.
3. Grantee agrees to hold Grantor, its Mortgagee, Tenants and Customers, Licensees harmless from any loss, costs and damages arising out of the construction, and maintenance of said easement arising out of any negligent acts of omission or commission on part of Grantee.

APPROVED BY  
FW SANDUSKY LIMITED PARTNERSHIP

By: Walter R. Samuels  
Walter R. Samuels  
General Partner

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RECEIVED FOR RECORD

94 FEB -1 PM 1:06

LIBER NO. 504 PAGE NO. 196  
ESTHER LEE  
REGISTER OF DEEDS  
SANILAC CO., MICHIGAN

RECORDED RIGHT OF WAY NO. 45478

LIBER 504 PAGE 197

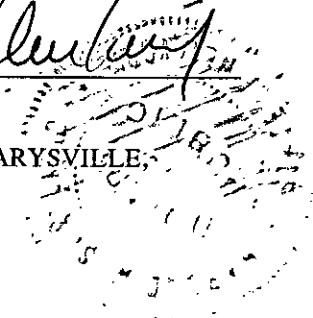
Acknowledged before me in New York County, NY ~~Michigan~~, on November 4, 1993

by WALTON R SAMUELS, FOR FW SANDUSKY LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP

HAROLD W. SCHULKIND  
Notary Public, State of New York  
No. 41-3538300  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires August 31, 1998

Notary's Stamp \_\_\_\_\_  
(Notary's name, county and date commission expires)

Notary's Signature Harold W. Schulkind



Prepared by and Return to: PHIL BALON, R/W REPRESENTATIVE, 3223 RAVENSWOOD ROAD, MARYSVILLE, MICHIGAN, 48040, 313-364-2029/CS

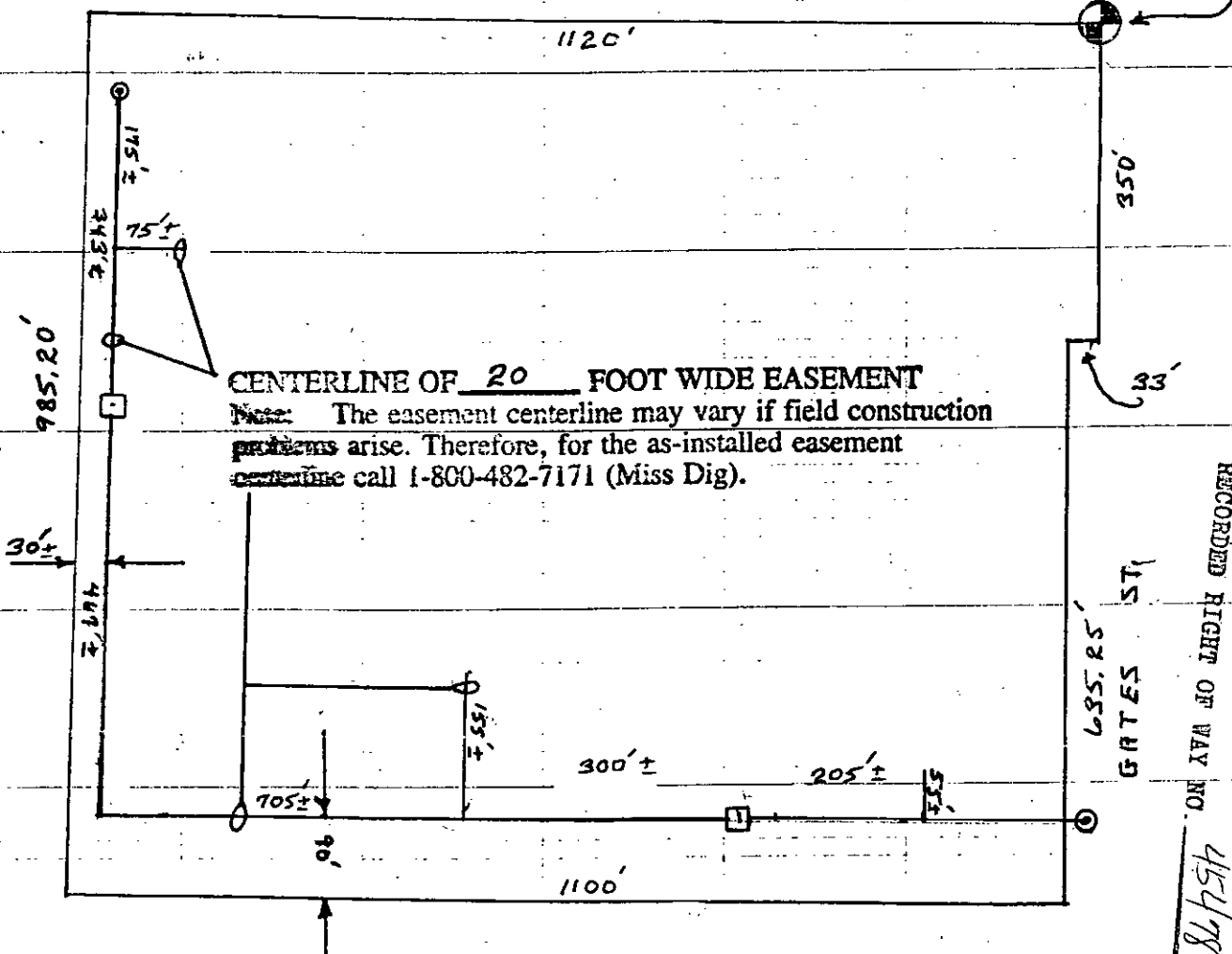
RECORDING FIGHT OF WAY NO. 45478

APPROVED AS TO FORM 1/20/94 DATE  
LEGAL DEPARTMENT GRR

REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH	PERMITS TO:
BY <u>Phil Balow</u>	RECORD CENTER <u>1</u>
DATE <u>1-18-94</u>	R/W FILES <u>      </u>
DATE WAIVED <u>      </u>	MBT <u>      </u>
DISTRICT FIELDMAN <u>Phil Balow</u>	ORIGINATOR <u>1</u>
	TOTAL <u>1</u>

SANILAC RD M-96

NE COR  
SEC 6



SANDUSKY PLAZA - WATERTOWN TWP  
 SANILAC CO. - SEC 6 NE 1/4  
 10-11-93 R-9301041-02R  
 ROD LIEN S.P.