

Ecorse Twp  
P.C. 113

82-107163  
82-333044

S4042532  
AMENDMENT TO EASEMENT

LI27190 PA158

This Amendment by and between The Detroit Edison Company, a New York corporation ("Edison") having its principal place of business at 2000 Second Avenue, Detroit, Michigan 48226, and Michigan Bell Telephone Company, a Michigan corporation ("Bell") having its principal place of business at 444 Michigan Avenue, Detroit, Michigan 48226, and Knart Corporation, a Michigan corporation ("Owner") having an address at 3100 West Big Beaver, Troy, Michigan 48084.

WITNESSETH:

WHEREAS, Edison and Bell entered into an Easement (the "Easement Agreement") with Storer Broadcasting Company ("Storer") dated October 28, 1966 and recorded on December 12, 1966 in Liber 16166, Page 869, Wayne County Records, pursuant to which Storer has granted to Edison and Bell the right to construct, operate and maintain underground lines over the property described in attached Exhibit A (the "Easement").

WHEREAS, Owner purchased the property more particularly described in attached Exhibit B of which the Easement is a part.

WHEREAS, Edison, Bell and Owner desire to amend to the Easement Agreement as set forth below; and

NOW THEREFORE, for One and 00/100 (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, Edison, Bell and Owner hereby agree as follows:

Paragraph 1 of the Additional Covenants and Restrictions of the Easement Agreement shall be amended as follows:

1. No excavations (except for public utility purpose), and no structures or apparatus of any kind (except small portable structures without foundations) shall be allowed within the Easement. Except as provided herein, the Owner shall have the right to make any use of the land, subject to such Easement, which is not inconsistent with the right of the utility. The public utility shall have the right to trim any trees, bushes or other plants of any kind within said Easement and also shall have the right to trim any trees, bushes or other plants of any kind outside of said Easement which, in the sole opinion of

94042532

94 FEB 21 AM 9:43  
FORESTER YOUNGBLOND  
REGISTER OF DEEDS  
WAYNE COUNTY MI

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RECORDED RIGHT OF WAY NO. 45508

the utility, interferes with the facilities thereto or is necessary for the re-installation, repair, maintenance or removal of their facilities in the Easement. The trimming of such trees, shrubs or plants of any kind by a public utility for the purpose set forth above shall be without liability to the utility.

Paragraphs 2 and 3 of the Additional Covenants and Restrictions of the Easement shall be deleted in their entirety and the following shall be substituted therefor:

2. Owner shall have the right to landscape and plant foliage on the Easement; provided, however, if the lines or facilities of the utilities are damaged by the acts of the Owner, its agents, employees or contractors, repairs shall be made by the utility company so damaged at the cost and expense of the Owner. Owner shall be defined as the persons owning the property at the time the damage occurred.

3. Owner may grade or regrade the Easement, provided that the ground elevation must be maintained to avoid the pooling of water in, on or around above ground utilities equipment and so that there is a minimum of 36 inches of ground cover over the underground lines. Owner must maintain sufficient ground clearance for all above grade facilities within the Easement.

The following paragraph shall be added to the Additional Covenants and Restrictions:

7. All Detroit Edison cables within the Easement shall be placed in conduit and the Owner shall reimburse the Detroit Edison Company for the cost of said work.

Except as amended hereby, the Easement Agreement shall remain in full force and effect and unmodified.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

EFFECTIVE DATE AS OF: ~~080888X~~ <sup>November February</sup> 7, 1993

WITNESSES:

Victoria L. Balkheit  
Name: Victoria L. Balkheit  
Sarah M. Cox  
Name: Sarah M. Cox

KMART CORPORATION, a Michigan corporation

By: Michael L. Skiles  
Name: Michael L. Skiles  
Its: Senior Vice President

RECORDED RIGHT OF WAY NO. 45608

APPROVED AS TO FORM 10/14/93 DATE  
LEGAL DEPARTMENT 9/10/93

U2719C PA 160

THE DETROIT EDISON COMPANY,  
New York Corporation

[Signature]  
Name: MICHAEL C. VENETIS

By: [Signature]  
Name: Paul W. Potter, Director of  
Corporate Real Estate

Name: DAVID LERO

MICHIGAN BELL TELEPHONE  
COMPANY, a Michigan  
corporation

[Signature]  
Name: Charles Shand

By: [Signature]  
Name: W. Schulte

[Signature]  
Name: Barbara M. Williams

Its: MANAGER - Engineering

STATE OF MICHIGAN )  
COUNTY OF Oakland ) ss.

The foregoing instrument was acknowledged before me  
this 7 day of October, 1993 by V.L. Skiles  
the Senior Vice President of Kmart Corporation, a Michigan  
corporation, on behalf of the corporation.

[Signature]

Notary Public, Oakland County,  
State of Michigan

SANDRA D. SMITH  
Notary Public, Oakland County, Michigan  
My Commission Expires August 17, 1993

My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN )  
Notary in  
COUNTY OF Washtenaw ) ss.

The foregoing instrument was acknowledged before me  
this 15th day of October, 1993 by Paul W. Potter  
the Director Corporate Real Estate of The Detroit Edison Company, a  
New York corporation, on behalf of the corporation.

[Signature]

Notary Public, Washtenaw County,  
State of Michigan

MICHAEL C. VENETIS  
Notary Public, Washtenaw County, MI  
My Commission Expires Dec. 8, 1998

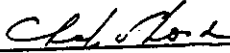
My Commission Expires: \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 46608

LI2719C PA 161

STATE OF MICHIGAN )  
                          ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me  
this 20th day of October, 1993 by W. Schulte,  
the Manager - Engineering of Michigan Bell Telephone  
Company, a Michigan corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Charles Shand  
Notary Public, Oakland County  
State of Michigan

My Commission Expires: 3/25/96

Instrument Drafted By:

Susan Allene Kovach  
Attorney At Law  
Tykema Gossett  
400 Renaissance center  
Detroit, Michigan 48243-1668

When Recorded Return to:

Sara A. Engle  
Attorney At Law  
Dickinson, Wright, Moon, Van Dusen  
& Freeman  
525 North Woodward Avenue  
P.O. Box 509  
Bloomfield Hills, Michigan 48303-0509

RECORDED IN REGISTER OF DEEDS FEB. 18. 1994

RECORDED RIGHT OF WAY NO. 45506

EXHIBIT A

An easement six (6') feet in width over the northerly six (6') feet of land situated in the City of Lincoln Park, County of Wayne and State of Michigan, described as:

PARCEL B-1

Emmors Farm Tract being part of Private Claim 113 and described as beginning at the intersection of the southerly line of Private Claim 113 with the westerly line of Dix Avenue as established by deed from the Allied Chemical and Dye Corporation to Charles V. Ziegler as State Highway Commissioner for the State of Michigan, dated December 30, 1949 and recorded in Liber 10148, page 386, thence North 89°06' West along the southerly line of said Private Claim 113 a distance of 1598.82 feet to the westerly line of the City of Lincoln Park; thence North 1°53'49" East along said westerly line of the City of Lincoln Park a distance of 1139.29 feet to the northerly line of said Private Claim 113; thence South 89°12'17" East along the northerly line of said Private Claim 113 a distance of 1598.86 feet to said westerly line of Dix Avenue as established as aforesaid; thence South 1°53'49" West along said westerly line of Dix Avenue as established as aforesaid, a distance of 1142.21 feet to the place of beginning containing 41.862 acres.

An easement six (6') feet in width in land described as Parcel B-1 above described by its easterly line said line being the extension southerly of the easterly line of Lot 8 Dix Avenue, Gardens Subdivision, whose plat is recorded in Liber 49, Page 73, Wayne County Records, Michigan, to a point 70 feet southerly of the southeast corner of said Lot 8, described above; also an easement six (6') feet in width described by its northerly line as extending westerly at right angles to the aforesaid southerly line of the above described easement a distance of 67 feet. Said northerly line of this easement being parallel to and 67 feet southerly of the southerly line of the above described Dix Avenue Gardens Subdivision.

II B-2

Emmors Farm Tract. An easement six (6') feet in width over the northerly six (6') feet of land lying southerly of and immediately adjacent to lots 110 thru 113 of Lincoln Woods Subdivision No. 2, of Lincoln Park, as recorded in Liber 84, page 19 of Plats, Wayne County Records, situated in the City of Lincoln Park and in the City of Allen Park, Wayne County, Michigan having as its most westerly terminus the westerly line of Lot 113, Lincoln Woods Subdivision No. 2, as recorded in Liber 84, page 19 of Plats, Wayne County Records. Said westerly terminus being a line extended southerly from the said westerly line and being in land described as part of Private Claim 113 described as follows:

REGISTER OF DEEDS FOR WAYNE COUNTY, MICHIGAN  
 RECEIVED FEB. 18, 1994

RECORDED RIGHT OF WAY NO. 45505

L12719C PA 163

EXHIBIT A CONTINUED

Beginning at the intersection of the westerly line of the City of Lincoln Park with the southerly line of Private Claim 113; thence North  $89^{\circ}06'$  West along the southerly line of Private Claim 113 a distance of 913.47 feet; thence North  $0^{\circ}07'30''$  East a distance of 1137.30 feet to the northerly line of Private Claim 113; thence South  $89^{\circ}12'17''$  East along the northerly line of Private Claim 113 a distance of 930.69 feet to the westerly line of the City of Lincoln Park; thence South  $1^{\circ}31'49''$  West along the westerly line of the City of Lincoln Park a distance of 1139.28 feet to the place of beginning containing 24.38 acres.

RECORDED RIGHT OF WAY NO.

458-05

LI 27190 PA 164

EXHIBIT B

PART OF PRIVATE CLAIM 113 IN THE CITY OF LINCOLN PARK, WAYNE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:  
COMMENCING AT THE WESTERLY LINE OF THE CITY OF LINCOLN PARK AND THE SOUTH LINE OF PRIVATE CLAIM 113; THENCE SOUTH 89 DEGREES 05 MINUTES 40 SECONDS EAST, 860.00 FEET ALONG SAID SOUTH LINE OF PRIVATE CLAIM 113 TO THE POINT OF BEGINNING ON THE EAST LINE OF HAZEL AVENUE (60 FEET WIDE); THENCE CONTINUING SOUTH 89 DEGREES 05 MINUTES 40 SECONDS EAST, 738.86 FEET ALONG SAID SOUTH PRIVATE CLAIM LINE, ALSO BEING THE NORTH LINE OF LINCOLN PARK TERRACE SUBDIVISION, AS RECORDED IN LIBER 49 OF PLATS, PAGE 54, WAYNE COUNTY RECORDS, TO THE WEST LINE OF DIX AVENUE (120 FEET WIDE); THENCE NORTH 01 DEGREES 51 MINUTES 45 SECONDS EAST, 1152.12 FEET ALONG SAID WEST LINE OF DIX AVENUE; THENCE NORTH 89 DEGREES 28 MINUTES 16 SECONDS WEST, 739.00 FEET ALONG THE NORTH LINE OF PRIVATE CLAIM 113, AND THE SOUTH LINE OF DIX AVENUE GARDENS SUBDIVISION, AS RECORDED IN LIBER 49 OF PLATS, PAGE 75, WAYNE COUNTY RECORDS; THENCE SOUTH 01 DEGREE 51 MINUTES 55 SECONDS WEST, 1047.26 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 40 SECONDS WEST, 100.00 FEET TO THE POINT OF BEGINNING.

RECORDED RIGHT OF WAY NO.

46505

AMENDMENT TO EASEMENT

This Amendment by and between The Detroit Edison Company, a New York corporation ("Edison") having its principal place of business at 2000 Second Avenue, Detroit, Michigan 48226, and Michigan Bell Telephone Company, a Michigan corporation ("Bell") having its principal place of business at 444 Michigan Avenue, Detroit, Michigan 48226, and Kmart Corporation, a Michigan corporation ("Owner") having an address at 3100 West Big Beaver, Troy, Michigan 48084.

WITNESSETH:

WHEREAS, Edison and Bell entered into an Easement (the "Easement Agreement") with Storer Broadcasting Company ("Storer") dated October 28, 1966 and recorded on December 12, 1966 in Liber 16166, Page 869, Wayne County Records, pursuant to which Storer has granted to Edison and Bell the right to construct, operate and maintain underground lines over the property described in attached Exhibit A (the "Easement").

WHEREAS, Owner purchased the property more particularly described in attached Exhibit B of which the Easement is a part.

WHEREAS, Edison, Bell and Owner desire to amend to the Easement Agreement as set forth below; and

NOW THEREFORE, for One and 00/100 (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, Edison, Bell and Owner hereby agree as follows:

Paragraph 1 of the Additional Covenants and Restrictions of the Easement Agreement shall be amended as follows:

1. No excavations (except for public utility purpose), and no structures or apparatus of any kind (except small portable structures without foundations) shall be allowed within the Easement. Except as provided herein, the Owner shall have the right to make any use of the land, subject to such Easement, which is not inconsistent with the right of the utility. The public utility shall have the right to trim any trees, bushes or other plants of any kind within said Easement and also shall have the right to trim any trees, bushes or other plants of any kind outside of said Easement which, in the sole opinion of

RECORDED RIGHT OF WAY NO.

45505



the utility, interferes with the facilities thereto or is necessary for the re-installation, repair, maintenance or removal of their facilities in the Easement. The trimming of such trees, shrubs or plants of any kind by a public utility for the purpose set forth above shall be without liability to the utility.

Paragraphs 2 and 3 of the Additional Covenants and Restrictions of the Easement shall be deleted in their entirety and the following shall be substituted therefor:

2. Owner shall have the right to landscape and plant foliage on the Easement; provided, however, if the lines or facilities of the utilities are damaged by the acts of the Owner, its agents, employees or contractors, repairs shall be made by the utility company so damaged at the cost and expense of the Owner. Owner shall be defined as the persons owning the property at the time the damage occurred.

3. Owner may grade or regrade the Easement, provided that the ground elevation must be maintained to avoid the pooling of water in, on or around above ground utilities equipment and so that there is a minimum of 36 inches of ground cover over the underground lines. Owner must maintain sufficient ground clearance for all above grade facilities within the Easement.

The following paragraph shall be added to the Additional Covenants and Restrictions:

7. All Detroit Edison cables within the Easement shall be placed in conduit and the Owner shall reimburse the Detroit Edison Company for the cost of said work.

Except as amended hereby, the Easement Agreement shall remain in full force and effect and unmodified.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

EFFECTIVE DATE AS OF: ~~NOVEMBER~~ <sup>February</sup> 7, 1993

WITNESSES:

Victoria J. Beckhant  
Name:  
John W. [Signature]  
Name:

KMART CORPORATION, a Michigan corporation

By: M. G. [Signature]  
Name:  
Its: Senior Vice President

RECORDED RIGTH OF WAY NO. 455-05

APPROVEI TO FORM 10/14/93 DATE  
LEGAL DEPARTMENT SPPA

*Michael C. Venetis*  
Name: **MICHAEL C. VENETIS**  
*David Loro*  
Name: DAVID LORO

THE DETROIT EDISON COMPANY, a  
New York corporation  
By: *Paul W. Potter*  
Name: Paul W. Potter, Director  
Corporate Real Estate  
Its: \_\_\_\_\_

*Charles Shand*  
Name: Charles Shand  
*Barbara M. Williams*  
Name: Barbara M. Williams

MICHIGAN BELL TELEPHONE  
COMPANY, a Michigan  
corporation  
By: *W. Schulte*  
Name: W. Schulte  
Its: MANAGER - Engineering

STATE OF MICHIGAN )  
COUNTY OF Oakland ) ss.

The foregoing instrument was acknowledged before me  
this 7 day of ~~October~~ February, 1993 by N.L. Skiles,  
the Senior Vice President of Kmart Corporation, a Michigan  
corporation, on behalf of the corporation.

*Sandra D. Smith*  
Notary Public, Oakland County, State of Michigan  
SANDRA D. SMITH  
Notary Public, Oakland County, Michigan  
My Commission Expires August 17, 1996  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN )  
Acting in  
COUNTY OF Wayne ) ss.


The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of October, 1993 by Paul W. Potter,  
the Director, Corporate Real Estate of The Detroit Edison Company, a  
New York corporation, on behalf of the corporation.

*Michael C. Venetis*  
Notary Public, Macomb County, State of Michigan  
MICHAEL C. VENETIS  
Notary Public, Macomb County, MI  
My Commission Expires Dec. 5, 1996  
My Commission Expires: \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 45508

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 20th day of October, 1993 by W. Schulte, the Manager - Engineering of Michigan Bell Telephone Company, a Michigan corporation, on behalf of the corporation.



Charles Shand  
Notary Public, Oakland County  
State of Michigan

My Commission Expires: 3/25/96

Instrument Drafted By:

Susan Allene Kovach  
Attorney At Law  
Dykema Gossett  
400 Renaissance center  
Detroit, Michigan 48243-1668

When Recorded Return to:

Sara A. Engle  
Attorney At Law  
Dickinson, Wright, Moon, Van Dusen  
& Freeman  
525 North Woodward Avenue  
P.O. Box 509  
Bloomfield Hills, Michigan 48303-0509

RECORDED RIGHT OF WAY NO. 48505

EXHIBIT A

An easement six (6') feet in width over the northerly six (6') feet of land situated in the City of Lincoln Park, County of Wayne and State of Michigan, described as:

PARCEL B-1

Emmons Farm Tract being part of Private Claim 113 and described as beginning at the intersection of the southerly line of Private Claim 113 with the westerly line of Dix Avenue as established by deed from the Allied Chemical and Dye Corporation to Charles W. Ziegler as State Highway Commissioner for the State of Michigan, dated December 30, 1949 and recorded in Liber 10148, page 386, thence North 89°06' West along the southerly line of said Private Claim 113 a distance of 1598.82 feet to the westerly line of the City of Lincoln Park; thence North 1°53'49" East along said westerly line of the City of Lincoln Park a distance of 1139.29 feet to the northerly line of said Private Claim 113; thence South 89°12'17" East along the northerly line of said Private Claim 113 a distance of 1598.86 feet to said westerly line of Dix Avenue as established as aforesaid; thence South 1°53'49" West along said westerly line of Dix Avenue as established as aforesaid, a distance of 1142.21 feet to the place of beginning containing 41.862 acres.

An easement six (6') feet in width in land described as Parcel B-1 above described by its easterly line said line being the extension southerly of the easterly line of Lot 8 Dix Avenue, Gardens Subdivision, whose plat is recorded in Liber 49, Page 75, Wayne County Records, Michigan, to a point 70 feet southerly of the southeast corner of said Lot 8, described above; also an easement six (6') feet in width described by its northerly line as extending westerly at right angles to the aforesaid southerly line of the above described easement a distance of 44 feet. Said northerly line of this easement being parallel to and 67 feet southerly of the southerly line of the above described Dix Avenue Gardens Subdivision.

XL B-2

Emmons Farm Tract. An easement six (6') feet in width over the northerly six (6') feet of land lying southerly of and immediately adjacent to lots 110 thru 113 of Lincoln Woods Subdivision No. 2, of Lincoln Park, as recorded in Liber 84, page 19 of Plats, Wayne County Records, situated in the City of Lincoln Park and in the City of Allen Park, Wayne County, Michigan having as its most westerly terminus the westerly line of Lot 113, Lincoln Woods Subdivision No. 2, as recorded in Liber 84, page 19 of Plats, Wayne County Records. Said westerly terminus being a line extended southerly from the said westerly line and being in land described as part of Private Claim 113 described as follows:

RECORDED RIGHT OF WAY NO.

46505

EXHIBIT A CONTINUED

Beginning at the intersection of the westerly line of the City of Lincoln Park with the southerly line of Private Claim 113; thence North  $89^{\circ}06'$  West along the southerly line of Private Claim 113 a distance of 915.47 feet; thence North  $0^{\circ}07'30''$  East a distance of 1137.50 feet to the northerly line of Private Claim 113; thence South  $89^{\circ}12'17''$  East along the northerly line of Private Claim 113 a distance of 950.69 feet to the westerly line of the City of Lincoln Park; thence South  $1^{\circ}53'49''$  West along the westerly line of the City of Lincoln Park a distance of 1139.28 feet to the place of beginning containing 24.38 acres.

RECORDED RIGHT OF WAY NO.

45505

EXHIBIT B

PART OF PRIVATE CLAIM 113 IN THE CITY OF LINCOLN PARK, WAYNE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY LINE OF THE CITY OF LINCOLN PARK AND THE SOUTH LINE OF PRIVATE CLAIM 113; THENCE SOUTH 89 DEGREES 05 MINUTES 40 SECONDS EAST, 860.00 FEET ALONG SAID SOUTH LINE OF PRIVATE CLAIM 113 TO THE POINT OF BEGINNING ON THE EAST LINE OF HAZEL AVENUE (60 FEET WIDE); THENCE CONTINUING SOUTH 89 DEGREES 05 MINUTES 40 SECONDS EAST, 738.86 FEET ALONG SAID SOUTH PRIVATE CLAIM LINE, ALSO BEING THE NORTH LINE OF LINCOLN PARK TERRACE SUBDIVISION, AS RECORDED IN LIBER 49 OF PLATS, PAGE 54, WAYNE COUNTY RECORDS, TO THE WEST LINE OF DIX AVENUE (120 FEET WIDE); THENCE NORTH 01 DEGREES 51 MINUTES 45 SECONDS EAST, 1152.12 FEET ALONG SAID WEST LINE OF DIX AVENUE; THENCE NORTH 89 DEGREES 28 MINUTES 16 SECONDS WEST, 739.00 FEET ALONG THE NORTH LINE OF PRIVATE CLAIM 113, AND THE SOUTH LINE OF DIX AVENUE GARDENS SUBDIVISION, AS RECORDED IN LIBER 49 OF PLATS, PAGE 75, WAYNE COUNTY RECORDS; THENCE SOUTH 01 DEGREE 51 MINUTES 55 SECONDS WEST, 1047.26 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 40 SECONDS WEST, 100.00 FEET TO THE POINT OF BEGINNING.

RECORDED RIGHT OF WAY NO.

48505

DICKINSON, WRIGHT, MOON, VAN DUSEN & FREEMAN  
COUNSELLORS AT LAW  
525 NORTH WOODWARD AVENUE  
P.O. BOX 509  
BLOOMFIELD HILLS, MICHIGAN 48303-0509  
TELEPHONE (313) 646-4300  
FACSIMILE (313) 433-7274

*Hayle*  
*Please process*

DETROIT, MICHIGAN  
LANSING, MICHIGAN  
GRAND RAPIDS, MICHIGAN  
WASHINGTON, D.C.  
CHICAGO, ILLINOIS

March 14, 1994

Mr. George Hathaway  
The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

VIA FEDERAL EXPRESS

Re: Lincoln Park, Michigan

Dear Mr. Hathaway:

Enclosed for your use please find a recorded copy of the Amendment to Easement between The Detroit Edison Company, Michigan Bell Telephone Company and Kmart Corporation dated February 7, 1994 and recorded February 21, 1994 in Liber 27190, Page 158 for the above-referenced property.

If you have any questions, please call me at (810) 433-7243.

Sincerely,

*Christine Papas*

Christine Papas  
Legal Assistant

CP/ss

Enclosure

cc: Sara A. Engle, Esq.

CP/11335/2322/BM1

RECORDED RIGHT OF WAY NO. \_\_\_\_\_

*433-7243*