

APPLICATION FOR RIGHT OF WAY

DR 983-0811 3-7455 (MS 80)

Crown Sub  
Job #92-054

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

February 18, 1992

DATE \_\_\_\_\_

LOCATION W. S. Carpenter Rd. & South of  
Ellsworth Rd.

APPLICATION NO. \_\_\_\_\_

DEPT. ORDER NO. \_\_\_\_\_

CITY OR VILLAGE \_\_\_\_\_

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

TOWNSHIP Pittsfield COUNTY Washtenaw

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

DATE BY WHICH RIGHT OF WAY IS WANTED April 1, 1992

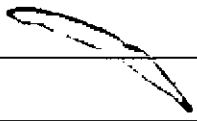
INQUIRY NO. \_\_\_\_\_

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

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 An 18'x18' Detroit Edison easement with  
rights of ingress and egress as shown on dwg. U1-1-3545 and attached description.



PURPOSE OF RIGHT OF WAY To install primary switch cabinet to establish new primary main.

RECORDED RIGHT OF WAY NO.

SIGNED Richard Shattuck *R Shattuck*

520 S.B.

OFFICE

DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

*R/W Secured As Requested  
CONTACTS BY C. NOLES*

*4/6/92*

PERMITS IN RECORD CENTER \_\_\_\_\_ R.E. & R/W DEPT. FILE 1 GRANTOR NATIONAL AMUSEMENT

NO. OF PERMITS \_\_\_\_\_ NO. OF STRUCTURES \_\_\_\_\_ NO. OF MILES \_\_\_\_\_ PERMITS TO MBT 1

DATE 6/10/92 SIGNED *Lucretia Niles*

RW# 41-1-3545

UNDERGROUND EASEMENT

RIGHT OF WAY

THIS INDENTURE, made this 10<sup>th</sup> day of June, 1992, is by and between NATIONAL AMUSEMENTS, INC., a Maryland corporation, having its principal place of business at 200 Elm Street, Dedham, Massachusetts (hereinafter "GRANTOR"); and THE DETROIT EDISON COMPANY, a Michigan corporation having its principal place of business at 2000 Second Avenue, Detroit, MI 48226 (hereinafter "GRANTEE").

WHEREAS, GRANTOR is the owner of certain land in the Township of Pittsfield, Washtenaw County, Michigan more fully described on Exhibit A attached hereto.

WHEREAS, GRANTOR has been requested by GRANTEE to grant unto GRANTEE a portion of the aforementioned land in the nature of an exclusive underground (Right of Way) easement ("Easement"), the purpose of which is to construct, operate, install, maintain, inspect and repair utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories to be located upon and through an eighteen (18') foot wide by eighteen foot long underground easement on the property more specifically described on Exhibit A and as shown on Detroit Edison Drawing U1-13545, marked Exhibit B and attached hereto.

RECORDED RIGHT OF WAY NO. 46150

RECORDED WASHTEANAW COUNTY, MI

AUG 26 11 51 AM '94

PEGGY M. HAINES  
COUNTY CLERK/REGISTRAR

WHEREAS, GRANTOR agrees for itself and its successors and assigns, that each and every part of said utility line facility and equipment shall be and remain the sole and exclusive personal property of Grantee;

WHEREAS, GRANTOR agrees for itself and its successors and assigns, that each and every part of said utility line facility and equipment shall be used exclusively by GRANTEE and neither GRANTOR, nor any servant, agent, employee or contractor of Grantor, its successors or assigns, shall have any right of access;

WHEREAS, the GRANTOR shall not place or permit to be placed, any building or other permanent structure on the Easement without the prior written consent of Grantee;

WHEREAS, GRANTEE may trim or remove any trees, bushes, branches and roots in or immediately near the Easement that could interfere with the safe construction, operation and maintenance of GRANTEE'S equipment. GRANTOR shall not allow placement of any trees, bushes, fences or like structures within eight (8) feet of the front door and within two (2) feet of the other sides of GRANTEE'S transformers and switching cabinet enclosures. GRANTEE will not be responsible to GRANTOR for damages to any plant life or structures placed in front of the transformer doors;

WHEREAS, GRANTEE agrees to replace and restore the property in and around the Easement to the same condition as existed prior to GRANTEE'S work, repair or maintenance, within the Easement. This responsibility of restoration applies not to the

RECORDED RIGHT OF WAY NO. 46152

initial installation within the Easement, but also during the exercise of all other purposes and uses, including all ingress and egress to and through the GRANTOR'S property and all future installations, maintenance, inspections, construction, reconstruction, excavation, removal, replacements or repairs by GRANTEE, for which this Easement is granted;

WHEREAS, GRANTEE agrees that its activities on or about the Easement will not unreasonably interfere with GRANTOR'S use and enjoyment of the property. GRANTEE further agrees to defend, indemnify and hold harmless the GRANTOR against any and all claims, loss, damage or liability attributable to Grantee's sole negligence on or about the Easement or any activity related thereto;

WHEREAS, GRANTOR further agrees, for itself and its successors and assigns, that if any work in connection with any improvement now or hereafter situated on Grantor's property might be liable to cause damage to or otherwise adversely affect any of said Easement, then no such work shall be commenced by GRANTOR, nor any servant, agent, employee or contractor of GRANTOR, its successors or assigns, unless and until GRANTEE shall have been given prior written notice of the same and given an opportunity to take such measures as are necessary to provide protection for said Easement;

WHEREAS, GRANTOR hereby warrants and covenants that it is lawfully seized of the property described in Exhibit A as a good indefeasible estate in fee simple; that GRANTOR has the sole right to give, grant, bargain, sell and confirm unto GRANTEE the

RECORDED RIGHT OF WAY NO.

46150

interest herein conveyed in the manner and form as above written, and

WHEREAS, whenever the context of this instrument shall so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

NOW, THEREFORE, WITNESSETH, that, for and in consideration of the sum of Two and 00/100 (\$2.00) Dollars and other good and valuable consideration, the receipt hereof which is hereby acknowledged, GRANTOR does hereby grant, bargain and sell unto GRANTEE, its successors and assigns, the aforesaid Easement for the purposes stated aforesaid and subject to the conditions stated aforesaid.

IN WITNESS WHEREOF, GRANTOR has caused its hand and seal to be affixed hereto, the date above-written.

NATIONAL AMUSEMENTS, INC.

*Kathleen Rummann*  
-----  
KATHLEEN RUMANN  
Witness

*Jerome Magner*  
-----  
JEROME MAGNER  
Vice President

*Lynn Knobell*  
-----  
LYNN KNOBELL  
Witness

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF NORFOLK ) SS.

Acknowledged before me in Norfolk County, Massachusetts, on JUNE 10, 1992 by Jerome Magner, its Vice President-Finance of National Amusements, Inc., a Maryland Corporation, for the Corporation.

*Sharon A. Harnau*  
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Notary Public  
Page 4  
MY COMMISSION EXPIRES APRIL 27, 1995  
NOTARY PUBLIC  
MASSACHUSETTS

RECORDED RIGHT OF WAY NO. 46150

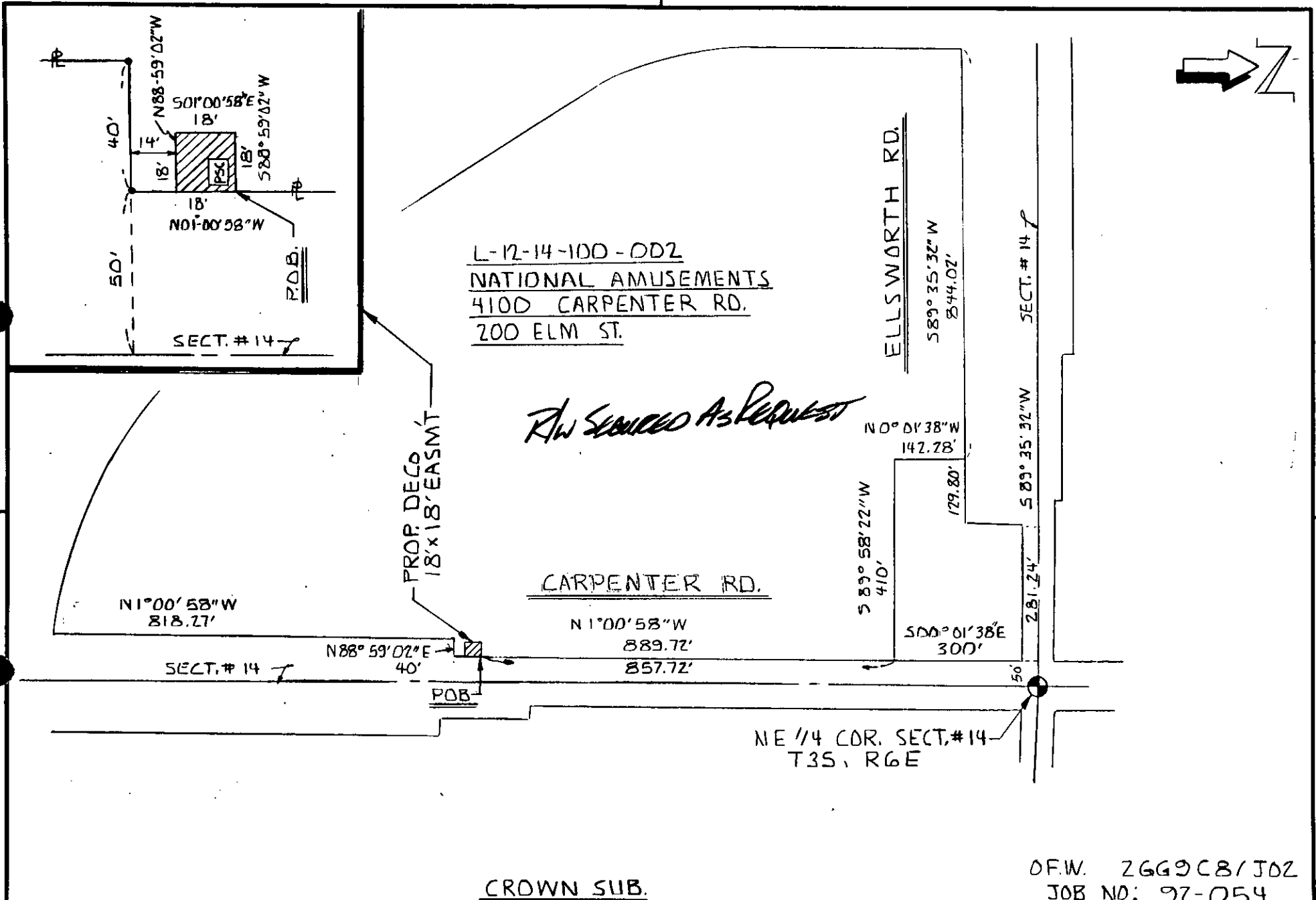
Situated in Township of Pittsfield, Washtenaw County, Michigan; commencing at the Northeast corner of Section 14, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence South 88°36'12" West 50.00 feet along the North line of said section and the centerline of Ellsworth Road; thence 01°00'58" East 300.00 feet along the West line of Carpenter Road for a place of beginning; thence continuing along said West line along the following courses: South 01°00'58" East 889.72 feet, South 88°59'02" West 40.00 feet and South 01°00'58" East 819.51 feet; thence along the North and East lines of the I-94 U.S. 23 interchange along the following courses: North 80°07'40" West 167.98 feet, North 67°03'35" West 220.02 feet, North 53°59'31" West 220.02 feet, North 40°55'27" West 220.02 feet North 34°19'38" West 751.97 feet 422.73 feet along the arc of a circular curve to the right of radius 724.48 feet and subtended by a chord bearing North 17°36'40" West 416.76 feet and North 00°53'43" West 395.74 feet; thence along a line 155.00 feet South of and parallel to the North line of said section North 88°36'12" East 844.02 feet; thence South 01°00'58" East 142.28 feet; thence North 88°59'00" East 410.00 feet to the place of beginning, being a part of the Northeast ¼ of said Section 14, and including an easement for ingress and egress described as follows: commencing at the Northeast corner of Section 14, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence South 88°36'12" West 331.24 feet along the North line of said section and the centerline of Ellsworth Road for a place of beginning; thence South 01°23'48" East 155.00 feet; thence South 88°36'12" West 129.80 feet; thence South 01°00'58" East 30.00 feet; thence North 88°36'12" East 159.80 feet; thence North 01°23'48" West 185.00 feet; thence South 88°36'12" West 30.00 feet along the North line of said section and the centerline of Ellsworth Road to the place of beginning; being a part of the Northeast ¼ of said Section 14, subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Ellsworth Road. This easement was reserved by W. S. Butterfield Theatres, Inc., a Michigan Corporation in Warranty Deed recorded in Liber 1877, page 479. 4100 Carpenter Road.

\* SOUTH

RECORDED RIGHT OF WAY NO.

46182

LIB 3020 PAGE 735



OF.W. 2669C8/J02  
 JOB NO: 92-054

Reference DWG U3-5-9670	Drawn	M. KILME	2-14-92	Title PROP. D.E. CO. 18' x 18' EASEMENT W.S. CARPENTER & S. OF ELLSWORTH	The Detroit Edison Company	
	O.K.	RAG	2-18-92			
	Approved	RB	2-18-92			
PITTSFIELD TWP. WASHTENAW CO.				N.T.S.	No. 111-1-3545	

DEED 17.00  
8333 0333003 9222 11:38AM 8/26/94

SSRF 2.00  
8333 0333003 9222 11:38AM 8/26/94

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not  
will  
not

RECORDED  
WASHTENAW COUNTY, MI

AUG 26 11 51 AM '94

PEGGY M. HAINES  
COUNTY CLERK/REGISTER

Return To: Curtis G. Noles  
Detroit Edison, Rm. 214  
P.O. Box 8602  
Ann Arbor, MI 48107