

TOWER LINE PERMIT  
D. E. CO. FORM MS 51

LIBER 303 PAGE 593

Recorded DEC 2 - 1927 at 10:30 AM

Gilbert H. Schuster, Register.

Date October 28 1927

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, I hereby grant permission to THE DETROIT EDISON COMPANY, and its successors and assigns, to construct, operate and maintain during its corporate life, lines for electric light and power, including the necessary towers, fixtures, wires and equipment, and including also the right to trim or cut down any trees along said lines, which could fall into the lines or interfere in any way with their operation, upon, over and across my property located in Township of St. Clair County of St. Clair State of Michigan, and described as follows:

The East Half of the Southwest Quarter and the North fifteen acres of the West twenty acres of the Southeast Quarter of Section 23, T 5 N, R 16 E.

The route of the lines shall be as follows:  
In a Northeasterly and Southwesterly direction across said land.

The Company, its successors and assigns, shall reimburse me for all damage to growing crops, buildings or fences, caused by its men and teams and trucks in entering said property for the purposes set forth herein.

In addition to the above consideration, the Company, or its successors and assigns, shall pay me the sum of Fifty and no/100 - - - - - Dollars for each tower on said land, the same to be paid before any towers are erected.

Witness:  
Ben J. Fritsche  
Ed Thomas

(Signed) Chas. Wolvin

(Accepted)  
THE DETROIT EDISON COMPANY  
By acmarchant  
VICE-PRESIDENT

STATE OF Ohio }  
County of Lucas } S.S.

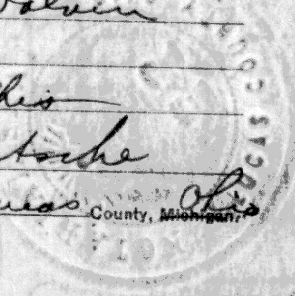
On this 27th day of October A. D. 1927

before me, the undersigned, a notary public in and for said county, personally appeared Charles Wolvin

known to me to be the person who executed the foregoing instrument, and acknowledged the same to be his free act and deed.

My commission expires Nov 2, 1928

Ben J. Fritsche  
Notary Public Lucas County, Ohio




**Detroit Edison**



**CORPORATE REAL ESTATE SERVICES**

Project No.: NT 1347

Date: October 17, 1998  
To: Brenda Golson  
Records Center  
From: John Erb   
Subject: Permit on easement 7388

Attached are papers related to a license to encroach on an Edison easement to install a septic field requested by Ms. Stephanie Matt, whose address is 5272 Yankee Road, St. Clair Township, Michigan, 48079.

The license is located in the SW 1/4 of Section 23, St. Clair Township, St. Clair County, Michigan.

The license was approved and sent out to the requestor on November 20, 1997 but we have not received an executed copy.

Please incorporate copies of these papers into Right of Way file No. 7388.

**Attachments**

cc: C. Groncki  
D. Doubley  
R. Bednarz  
G. Hathaway  
F. Vadera

RECORDED RIGHT OF WAY  
7388

**Detroit Edison**



Stephanie Matt  
5272 Yankee Road  
St. Clair Twp., MI 48079

**RE: License (Permit) to encroach on an easement that has been granted to Edison**

Dear Ms. Matt:

In reply to your request, the Detroit Edison Company, a Michigan corporation, ("Edison") voluntarily grants you this license (permit) to encroach on an easement that has been granted to Edison. The terms of this permit are as follows:

1. **Personal permit** This permit is personal to you, gives no rights to the public, and gives no rights adverse to Edison.
2. **Description of easements:** Located in the E ½ of the SW ¼ of Section 23, St. Clair Township, St. Clair County, Michigan.
3. **Portion of the easement you are permitted to encroach upon:** Portion shown on attachments A. (Project Control Engineering's Job No. 97-6000-01, Sheet 1 of 3)
4. **Purpose of encroachment:** Construct and maintain a septic field and associated equipment.
5. **Edison's Rights** This permit is subject to Edison's rights to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("Edison's facilities") in the easement.
6. **Sole Risk** You must use the land at your sole risk. If your use of the land is impaired, Edison will not be liable to you for any damage.
7. **Indemnity**
  - a. You will indemnify Edison (the company, its officers, agents and employees) for any claims for injuries or damages to persons or property or both arising directly or indirectly out of the use of this permit by you (the person, company or organization, its contractors lessees and licensees). This includes, but is not limited to, claims arising out of your negligence, your and Edison's joint negligence, or any other person's negligence.
  - b. If any claim covered by your indemnity is brought against Edison, you will defend the claim at your expense. You will also pay any costs, charges, expenses, attorney fees or judgments that Edison incurs or is subject to in the claim.
  - c. You will also indemnify Edison (the company, its officer, agents, and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by Edison customers, based upon energy supply agreements, which i) arise directly or indirectly out of the use of this agreement by you (the company, its contractors, lessees and licensees), and ii) are due to momentary or sustained electrical

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interruptions or voltage fluctuations, including sag, arising out of your negligence, your and Edison's joint negligence, or any other person's negligence; however this indemnification will not apply to any claims arising out of Edison's sole negligence.

**8. Edison Damages** You must pay Edison for all damages, losses or injuries to Edison's Facilities caused by you, your agents, employees, servants or independent contractors while constructing, operating or maintaining your Facility.

**9. Clearances** You and your contractors must maintain a 20 foot clearance from Edison conductors during and after construction of the septic field and associated equipment.

**10. Title** You warrant to Edison that you are the fee owner of the land associated with this permit as of the date of your acceptance of the permit.

**11. Termination** This permit will terminate if you violate this agreement, or if you violate any applicable laws and regulations, or if you abandon your use for more than 6 months, or if you sell the land associated with this permit. If you sell the land associated with this permit, the new owner must request permission from Edison to continue this permit.

**12. Additional Terms**

- a. The berm shall not exceed one foot in height.
- b. Detroit Edison shall not be held responsible for any damage incurred by vehicles, etc. while on the easement.
- c. Detroit Edison will not be responsible for any contamination within the septic field.
- d. A fence is to be placed around the portion of the septic field residing on the Detroit Edison easement at the customer's expense.

If you are willing to accept this permit on the above conditions, please sign and date below the word "accepted" and return the original and one copy to Supervisor of Corporate Real Estate Services, Room 2310 WCB, 2000 Second Avenue, Detroit, Michigan 48226, for signature by Edison. We will then return the completely signed original to you.

Sincerely,

Paul W. Potter  
Director, Corporate Real Estate Services

**ACCEPTED:**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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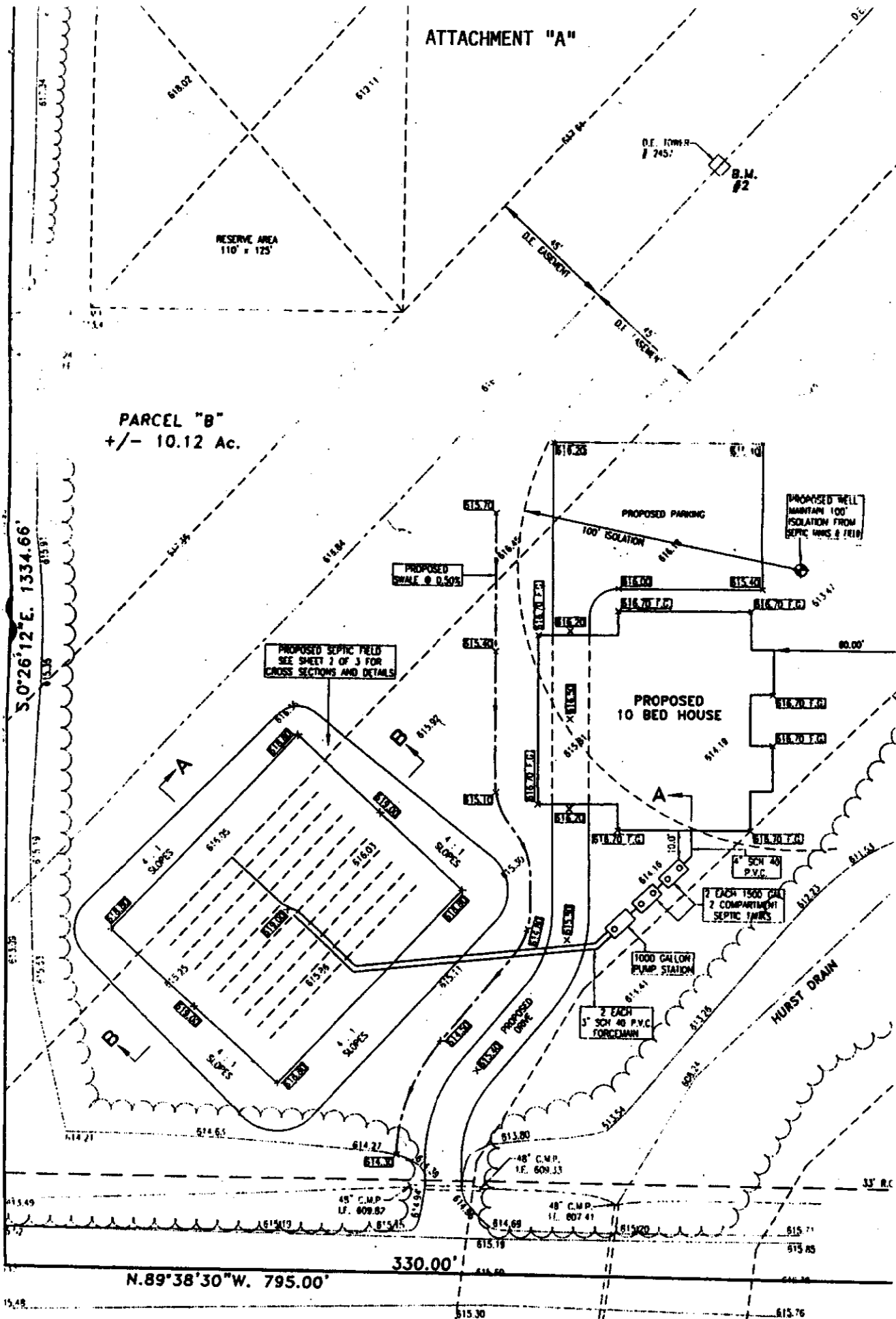
ATTACHMENT "A"

RESERVE AREA  
110' x 125'

PARCEL "B"  
+/- 10.12 Ac.

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N.89°38'30"W. 795.00'

YANKEE ROAD (66 FT. WD.)


PROJECT CONTROL ENGINEERING  
JOB NO. 97-6000-01  
SHEET 1 of 3

B.M.  
#1

48" C.M.P.  
I.E. 607.08

Date: November 10, 1997

To: Pam Kolinski  
Real Estate Analyst  
Corporate Real Estate Services

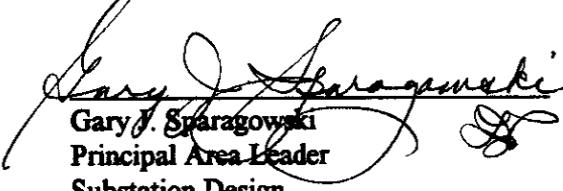
From: Linda J. Pfeiffer   
Administrative Support Specialist  
Substation Design

Subject: **EASEMENT PERMIT FOR SEPTIC FIELD  
SW1/4 OF SECTION 23  
ST. CLAIR TOWNSHIP, ST. CLAIR COUNTY**

SPE and SOP has reviewed the request submitted by Mr. John T. Monte to build a septic field within a Detroit Edison easement. Per our discussion, both SPE and SOP will defer to the decision of Environmental Protection. In the event Environmental Protection approves this request, please include the following stipulations in the easement agreement:

1. The berm shall not exceed one foot in height.
2. Detroit Edison shall not be held responsible for any damage incurred by vehicles, etc. while on the easement.
3. Detroit Edison will not be responsible for any contamination within the septic field.
5. It is suggested that a fence be placed around the portion of the septic field residing on the Detroit Edison easement.

APPROVED:

  
Gary J. Sparagowski  
Principal Area Leader  
Substation Design

:ljp

File: NT1347

RECORDED RIGHT OF WAY  
7388

Date: November 20, 1997

To: Pam Kolinski  
Corporate Real Estate Services

From: T. C. Walsh *TW*  
Environmental Protection

Subject: Request for Easement (Project No.:NT1347)

On October 28, 1997 the above-referenced property was inspected for signs of environmental contamination. The property is located in St. Clair Township, St. Clair County, Michigan. The property was purchased for a tower line easement. The inspection was conducted at your request.

At the time of the inspection the property was undeveloped, except for the tower line. The subject property appeared to be free from gross contamination, and had been maintained on a fairly regular schedule. There were no signs of stressed plant or animal life.

Based on the condition of the property at the time of the inspection, there appears to be no environmental reason to object to granting an easement on this property. The only concern would be to ensure that the proposed septic field does not interfere with Detroit Edison lines and towers maintenance. If you have any further questions, please call me at 235-8629.


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**Rights of Way \*\*\*\*\* Marysville Service Center**

**Date:** October 22, 1997  
**To:** Pam Kolinski, 2310 WCB  
**From:** Phil Balon, Marysville Service Center *PB*  
**Subject:** Septic Field Easement Permit  
Project No: NT1347

The Marysville Service Center has no problem with the proposed septic field encroachment into the tower easement as stated and shown in the attached package.

Approved:

  
\_\_\_\_\_  
Michael S. Bowery, Director  
Marysville Service Center

cc: R/W file

RECORDED RIGHT OF WAY 7388



**Inbox**

**Received:** Thursday , OCT. 23RD, 1997 11:15am **Sent:** Thursday , OCT. 23RD, 1997 11:15am  
**From:** ROBERT E. SHEEHY <SHEEHYRE.DECO.COM>  
**To:** KOLINSKIP  
**Subject:** NT 1347 - ST. CLAIR TOWNSHIP - SEPTIC FIELD EASEMENT  
**LOCATION** PHCTR  
**PHONE NUMBER** 364-0452  
**BEEPER** 810-985-2707

Pam, I have spoken to the Township Supervisor and the community has no problem with this proposed development. Therefore, Corporate and Public affairs is unaware of any reason why this easement should not be granted. Bob

----- End of Message -----

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