

Date JUNE 10th 1948

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, we hereby grant to THE DETROIT EDISON COMPANY, its successors and assigns, the right to construct, operate and maintain its lines for the transmission and distribution of electricity and Company communication facilities, 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 our property located in the CITY OF FERNDALE, County of Oakland, State of Michigan, and described as follows:

A parcel of land beginning at a point on the Easterly side of Gainsboro Avenue distant 774.65 ft., South of the Northerly corner of Lot 608 Woodward Heights Subdivision #2 of part of Section 27, T 1 N, R 11 E, according to plat recorded in office of Register of Deeds of Oakland County, Michigan, in Liber 10 of Plats Page 27; thence South 86°23' East 171.48 ft, along a line parallel with the Northerly line of said lot to a point; thence South 29°53' East 97.36 ft, along the Easterly line of said lot to a point; thence South 60°1'30" West 143 ft to a point in Westerly line of said lot; thence North 29°53' West along the Westerly line of said lot to place of beginning, containing 0.5 acres of land, more or less.

The route of the lines shall be as follows: Across the Southeast corner of above-described property: one tower to be set in said Southeast corner, as shown on attached sketch which is hereby made a part of this agreement.

The Company, its successors and assigns, shall reimburse us for all damage to growing crops, buildings or fences, caused by its men, teams, trucks and other vehicles and equipment in entering said property for the purposes set forth herein, and any excess insurance premiums caused by the existence of said power line during the life of this agreement.

In addition to the above consideration, the Company, or its successors and assigns, shall pay us the sum of Six-hundred Dollars for the above right-of-way on said land, the same to be paid before any tower is erected.

Witness:

Joyce K Widmer
H O Widman
Joyce K Widmer
H O Widman

Signed: REICHOLD CHEMICALS, INC.
BY: T. Kenneth Haven
BY: John F. Goetz
T Kenneth Haven
John F Goetz
Accepted: THE DETROIT EDISON COMPANY
BY: Richard H Taylor
Richard H Taylor Right-of-Way Agent

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

On this 10th day of June A.D. 1948, before me appeared T. Kenneth Haven and John F. Goetz, to me personally known, who being by me severally duly sworn, did say that they are respectively V.P. in Charge of and Assistant Secretary REICHOLD CHEMICALS, INC., a corporation created and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in the behalf of said corporation by authority of its Board of Directors; and the said T. Kenneth Haven and John F. Goetz acknowledged the said instrument to be the free act and deed of the said REICHOLD CHEMICALS, INC.

Ruth E. Parkinson
Ruth E Parkinson
Notary Public Wayne
County, Michigan
Acting in Oakland County

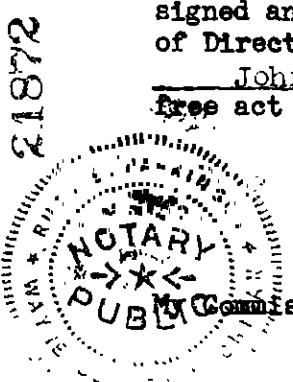
Commission expires October 2, 1948

Liber 2433 Page 320

Oakland County, Mich. JUL 8 1948
Received for record
at 11:30 a.m. of 1948
Liber 2433 Page 320
County Register of Deeds of Oakland

Open to Seal
CARRIE McQUINN, Register of Deeds

RIGHT OF WAY FILE NO. 12435



1-11/27


21872

8-27

2651

Detroit
Edison

REAL ESTATE AND RIGHTS OF WAY

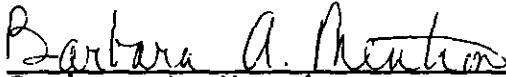
Date: July 10, 1984
To: Gwin E. Ellis
Records Center
130 G.O.
From: Diane Francisco 
Subject: Additional Papers for Records Center File

Attached are papers related to the renewal of an encroachment permit from Detroit Edison to Reichhold Chemicals, Inc.

Please return this file to Real Estate and Rights of Way on June 1, 1989.

Please incorporate these papers into recorded Right of Way File No. 12435.

Approved:


Barbara A. Mention
Supervisor-Real Estate Services

DLF:mak

Attachments

RECORDED RIGHT OF WAY NO.

12435

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

June 14, 1984

Reichhold Chemicals, Inc.
601 Woodward Heights
Ferndale, Michigan 48220

Gentlemen:

Your Warehouse Encroachment Permit with Detroit Edison located in Section 27, City of Ferndale, Oakland County, Michigan is up for renewal.

Please indicate below whether you wish to renew or discontinue the agreement. If you are renewing, please sign below, and return original to us.

If you have any questions, please contact Barbara Mention at 237-8319.

Sincerely,

Barbara A. Mention

Barbara A. Mention
Supervisor-Real Estate Services

Signed:

John A. Bredbeck

BAM:mak

RECORDED RIGHT OF WAY NO. 161435

Detroit
Edison

10000 Woodward Avenue
Detroit, Michigan 48226
(313) 207-8000

June 14, 1982

Reichhold Chemicals, Inc.
601-707 Woodward Heights Blvd.
Detroit, Michigan 48220

Gentlemen:

Your Warehouse Encroachment Permit effective
August 28, 1982 with The Detroit Edison Company
is now up for renewal.
The property under permit is in the City of
Ferndale, Oakland County,
Michigan, with a rental of No consideration.

Will you please indicate below whether you wish to continue
the permit for the coming year and return this
letter with your signature and correct mailing address so
that our files on this permit may be kept up to date.

- Continue _____
- Discontinue _____
- Bill Rental _____
- Rental Check Enclosed _____

Sincerely,



R. G. DuPont
Supervisor-Real Estate Services

Signed:

Reichhold Chemicals, Inc.
Lessee

601 WOODWARD HEIGHTS
Address

FERNDALE MI 48220

OLK:mak

J. W. Trunty - Plant Manager

RECORDED RIGHT OF WAY NO.

12435

**Detroit
Edison**

2900 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

June 18, 1981

Reichhold Chemicals, Inc.
601-707 Woodward Heights Blvd.
Detroit, Michigan 48220
Attention: F. W. Trumpy

Gentlemen:

Your Warehouse Encroachment Permit effective
August 28, 1978 with The Detroit Edison Company
is now up for renewal.
The property under permit is in the City of
Ferndale, Oakland County,
Michigan, with a rental of No Consideration.

Will you please indicate below whether you wish to continue
the permit for the coming year and return this
letter with your signature and correct mailing address so
that our files on this permit may be kept up to date.

Continue Permit
 Discontinue Permit
 ~~xxxxxx~~
 ~~xxxxxx~~

Sincerely,

R. G. DuPont
R. G. DuPont
RE & R/W Office Supervisor

Signed:

REICHHOLD CHEMICALS INC
Lessee

601 WOODWARD HETS
Address

FERNDALE MICH. 48220

BAM:mak

F. W. Trumpy
Plant Manager



REAL ESTATE AND RIGHTS OF WAY DEPARTMENT

Date: October 27, 1978

To: Elaine Ryan
Records Center
130 G.O.

From: L. G. Sundstrom ¹⁸²
RE & R/W Coordinator
630 W.C.B.

Subject: Encroachment Permit to Reichhold Chemicals, Inc. from The Detroit Edison Company for the purpose of constructing a Warehouse within Towerline Right of Way No. 12435 in the City of Ferndale, Oakland County. Item #7-11-3B-B.

Attached for the Records Center are papers related to the above-mentioned permit dated August 28, 1978.

Please add these papers to the appropriate Records Center file and return to the Real Estate and Rights of Way Department on June 1, 1980.

BAM

BAM/am
Attachments

cc: T. E. Blondell	R. L. Schulz
J. P. Cooper	J. Siergiej
C. L. DeFauw	B. F. Smith
W. Edwards	F. Warmbier
L. J. Haycock	R. S. Watson
E. D. Henschell	J. S. Wenger
J. A. Kubani	
J. A. Robertson	

RECORDED 211 11 01 1117 78. 12435

August 28, 1978

Reichhold Chemicals, Inc.
601 - 707 Woodward Heights Blvd.
Detroit, Michigan 48220

Gentlemen:

Pursuant to your request, The Detroit Edison Company, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, being the holder of an easement over property in the City of Ferndale, Oakland County, Michigan does hereby grant you permission to encroach upon said easement for the purpose of constructing a warehouse ~~adjacent to~~ said easement, which is described as:

WITHIN
F.C.U.T.
A.C.
8/1-78

WITHIN ~~TO~~ 10.27.78

A parcel of land beginning at a point on the Easterly side of Gainsboro Avenue distant 774.65 ft., South of the Northerly corner of Lot 608 Woodward Heights Subdivision #2 of part of Section 27, T 1 N, R 11 E, according to plat recorded in office of Register of Deeds of Oakland County, Michigan, in Liber 10 of Plats Page 27; thence South 86°23' East 171.48 ft., along a line parallel with the Northerly line of said lot to a point; thence South 29°53' East 97.36 ft., along the Easterly line of said lot to a point; thence South 60°1'30" West 143 ft. to a point in westerly line of said lot; thence North 29°53' West along the westerly line of said lot to place of beginning, containing 0.5 acres of land, more or less,

Upon the following terms and conditions:

1. It is understood and agreed that this permit is personal unto you and is not to be construed as giving any general rights to the public. This permit is being granted voluntarily by Edison and gives no rights which may be considered adverse.
2. The right to use the above lands for the aforesaid purposes shall be subject to the paramount rights of The Detroit Edison Company to construct, operate and maintain lines for the transmission and distribution of electricity and Company communication facilities.
3. The Detroit Edison Company shall not be liable to you for any damage whatsoever in the event that your use of said premises is impaired or terminated, and this permit is granted on condition that your presence on said land shall be at your sole risk.
4. This permit is granted on condition that you shall and will at all times, hereafter indemnify and save harmless The Detroit Edison

12435

Company against any and all detriment, damages, losses, demands, claims, suits, costs or other expenses which The Detroit Edison Company may suffer, sustain or be subject to, caused either wholly or in part, directly or indirectly, by reason of your use of the aforesaid property under this permit.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge, or expense covered by Reichhold's foregoing indemnity should be brought against Edison or any of its agents, officers or employes, Reichhold hereby covenants and agrees to assume the defense thereof and defend the same at Reichhold's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by, or obtained against Edison or any of its officers, agents, or employes in such suits or other proceedings. In the event of any judgments or other lien being placed upon the property of Edison in such suits or other proceedings, Reichhold shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

You shall, at your own expense, procure, maintain and keep in effect during the term of this permit and any extension or renewal thereof, a policy of Public Liability Insurance containing a contractual liability clause insuring the liability assumed herein by you and providing for insurance in the amount of Five Hundred Thousands and no/100 (\$500,000.00) Dollars for injury or death to one person and One Million and no/100 (\$1,000,000.00) Dollars for injury or death to two or more persons resulting from any one accident, and Five Hundred Thousand and no/100 (\$500,000.00) Dollars for damage to property resulting from any one accident. Moreover, you shall, at the time of acceptance of this permit, provide Edison's Insurance Department with a Certificate of Insurance evidencing such Public Liability Insurance.

It is expressly understood that the obtaining of the insurance by you, as is herein provided, shall in no way limit or release your liability under the indemnity provisions as provided herein.

5. It is understood and agreed that during the construction, maintenance and operation of said warehouse, all equipment used or structures appurtenant thereto shall and will at all times maintain at least sixteen (16') feet of vertical clearance and sixteen (16') feet of horizontal clearance from all Edison conductors.
6. This permit is terminable upon violation of any of the above conditions, and the rights and privileges granted hereby shall be absolutely terminated and extinguished.

Reichhold Chemicals, Inc. 12435

Reichhold Chemicals, Inc.
Page Three

7. It is understood and agreed that this permit is granted to you on the condition that you use the above described premises in accordance with any rules and ordinances of any governmental agency having jurisdiction thereof.
8. No warranty of title is made with regard to the land which is the subject of this permit.

If you are willing to accept this permit upon the above terms, please sign a copy of this letter below the word "Accepted" and return said copy for our files.

Very truly yours,



ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

ACCEPTED:

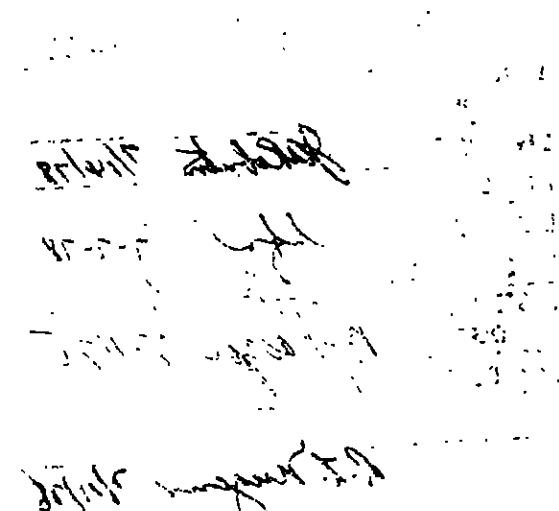
By: F. W. Trumay

Date: August 28, 1978

REICHOLD CHEMICALS INC.

F. W. TRUMAY
PLANT MANAGER

12435



Hφ 3254

memorandum

ATE 6-11 1984

TO: Diane Francisco
R E & R/W. 448 G.O.

FROM: N. H. HULSE
552 G.O.

SUBJECT: Encroachment Permit - Reichhold Chemical

MESSAGE: City of Ferndale, Oakland Co.

We have no objections to the continuation of the present agreement, a copy of which is included in this package.

REPLY:

RECORDED RIGHT OF WAY NO. 12435

TIME - 25.

SIGNATURE J. HULSE

DATE 6-11-84

CERTIFICATE OF INSURANCE



Co. Code Hartford Insurance Company
 Hartford Accident and Indemnity Company
 Hartford Casualty Insurance Company

Co. Code New York Underwriters Insurance Company
 Twin City Fire Insurance Company

This is to certify that the company designated herein by Co. Code has issued to the named insured the policies enumerated below.

Co. Code
5

Named Insured and Address

**REICHHOLD CHEMICALS, INC. AND ALL
 SUBSIDIARIES AND DIVISIONS
 525 NORTH BROADWAY
 WHITE PLAINS, NEW YORK 10603**

The policies indicated herein apply with respect to the hazards and for the coverages and limits of liability indicated by specific entry herein but this certificate of insurance does not amend, extend or otherwise alter the terms and conditions of the insurance coverage in the policies identified herein.

Hazards	Policy Number and Policy Term	Coverages and Limits of Liability					
		(SINGLE LIMIT)		(DUAL LIMITS)			
		Bodily Injury and Property Damage Liability		Bodily Injury Liability		Property Damage Liability	
		each occurrence	aggregate	each occurrence	aggregate	each occurrence	aggregate
General Liability	10CB-34044W						
Premises-Operations	1/1/78-1/1/79	\$ * .000	\$ * .000	\$ - .000	XXXX	\$ - .000	\$ - .000
Independent Contractors	" "	\$ * .000	\$ * .000	\$ - .000	XXXX	\$ - .000	\$ - .000
Completed Operations: (1)	10JPRB34045W						
Products	1/1/78-1/1/79	\$ * .000	\$ * .000	\$ - .000	\$ - .000	\$ - .000	\$ - .000
Contractual (as described below)	10CB-34044W						
	1/1/78-1/1/79	\$ * .000	\$ * .000	\$ - .000	XXXX	\$ - .000	\$ - .000

(1) INCLUDING ADDITIONAL INSURED - VENDORS
 BROAD FORM-MODIFIED

Hazards	Policy Number and Policy Term	Coverages and Limits of Liability					
		(SINGLE LIMIT)		(DUAL LIMITS)			
		Bodily Injury and Property Damage Liability		Bodily Injury Liability		Property Damage Liability	
		*each occurrence	aggregate	each person	*each occurrence	*each occurrence	aggregate
Automobile Liability							
Owned Automobiles	- - -	\$ - .000	XXXX	\$ - .000	\$ - .000	\$ - .000	XXXX
Hired Automobiles	- - -	\$ - .000	XXXX	\$ - .000	\$ - .000	\$ - .000	XXXX
Non-Owned Automobiles	- - -	\$ - .000	XXXX	\$ - .000	\$ - .000	\$ - .000	XXXX

*\$1,000,000. CSL EACH OCCURRENCE; BI & PD - \$1,000,000 AGGREGATE (WHERE APPLICABLE)

Workmen's Compensation and Employers' Liability	- - -	-	-	Compensation - Statutory			
				Employers' Liability - \$ - .000			
Umbrella Liability	- - -	-	-	\$ - ,000,000			

*If with respect to Automobile Liability the Policy Number entered above includes the symbol GB, AZ, MVP, MAG or PGB, the word "occurrence" is amended to read "accident".

Location and description of operations, automobiles, contracts, etc. (For contracts, indicate type of agreement, party and date.)

**ALL OPERATIONS, ETC. OF REICHHOLD CHEMICALS, INC. AND ALL
 SUBSIDIARIES AND DIVISIONS.**

If policy is canceled, 10 days written notice will be given to:

Detroit Edison
 2000 Second Ave.
 Detroit, Michigan 48226

Richard H. [Signature]

Date **JANUARY 1, 1978**

By
 Authorized Representative

12435

ADDITIONAL INSURED

VENDORS - BROAD FORM MODIFIED

It is agreed that the "Persons Insured" provision is amended to include any person or organization designated below (herein referred to as "Vendor"), as an Insured, but only with respect to the distribution or sale in the regular course of the Vendor's business of the Named Insured's products designated below subject to the following additional provisions:

1. The insurance with respect to the Vendor does not apply to:
 - (a) any express or implied warranty unless such warranty is expressly authorized by the Named Insured;
 - (b) bodily injury or property damage arising out of
 - (i) any physical or chemical change in the form of the product made by the Vendor without the express instructions of the Named Insured.
 - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
 - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the Vendor's premises in connection with the sale of the product, or
 - (iv) products which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the Vendor.
2. The insurance does not apply to any person or organization, as Insured, from whom the Named Insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.
3. The insurance applies to all Vendors of the Named Insured's products.

To LGS
11-2-77
JAB

REICHHOLD CHEMICALS, INC.

Creative Chemistry... Your Partner in Progress



World Headquarters • RCI BUILDING, WHITE PLAINS, N. Y. 10603

RECEIVED

NOV 1 1977

REAL ESTATE &
RIGHTS OF WAY
DEPARTMENT

ADDRESS REPLY TO
601-707 WOODWARD HEIGHTS BLVD
DETROIT, MICHIGAN 48220
TELEPHONE, (313) 554-6500

October 28, 1977

Detroit Edison Co.
Right of Way Department
2000 Second Avenue
Detroit, Michigan 48226

Gentlemen:

Reichhold Chemicals, Inc. is constructing a warehouse adjacent to one of your high voltage transmission towers as shown on our enclosed Drawing No. BK-2612-A, sheets 1 & 2. The warehouse will have a maximum height of 25 feet at the centerline peak.

This construction is on Lot #608, east of Gainsboro, south of Woodward Heights Blvd. in Ferndale, Michigan.

This warehouse has been given a complete engineering analysis, and does not in any way interfere with your installation or access, but either the writer or Mr. Fred Trumpy, Plant Manager, are available for any discussion or inspection that you might feel was warranted.

Construction is scheduled to start on November 7, 1977.

Very truly yours,

REICHHOLD CHEMICALS, INC.

C. B. Breedlove
Vice President

CBB:RB
Encls.

12435

Detroit
Edison

Date: March 22, 1978
To: L. G. Sundstrom
From: J. A. Robertson >
Subject: Request to Encroach on a Towerline in the City of Ferndale.
Item No. 7-11-3B-B

We have no objections to the request of Reichhold Chemicals, Inc., dated October 28, 1977, to construct a warehouse adjacent to our existing towerline.

JAR/lrs
CC: File

12435

Detroit
Edison

Date: February 2, 1978
To: Leslie G. Sundstrom
From: Lloyd J. Haycock *[Signature]*
Subject: Encroachment on Towerline Right of Way
City of Ferndale, Oakland County

Reichhold Chemicals, Inc. has requested to encroach on a Detroit Edison right of way with a warehouse.

Routine Instruction-149 prohibits buildings directly under Detroit Edison transmission lines. The System Engineering Department cannot legally object to this request, since the Right of Way across the Reichhold property does not restrict buildings.

The warehouse and its contents will constitute a hazard to the transmission line and should be discouraged.

If the construction of this building cannot be discouraged or restricted in size to avoid being under the tower line, then it must not interfere with future 230 kV operation. Also, a clearance of 16 feet from the conductors must be maintained.

Approved:

[Signature]
Walter J. Kaczor, Director
Stations Engineering Division

Approved:

[Signature]
Wayne H. Jens, Manager
Engineering and Construction

OLT:dh

Attachment
cc: File 7-11-3B-B

RECORDED
12435

Detroit
Edison

Date: November 29, 1977
To: R. Gloger
From: J. S. Wenger *JSW*
Subject: Request to Encroach on Towerline R/W
City of Ferndale

It is company policy (See R.I.-149) to prohibit buildings directly under our transmission lines. This restriction is included in our easement agreement. However, the R/W across Reichhold Chemicals Inc., property does not restrict buildings. It appears that we have no legal right to object.

The building and its contents will constitute a hazard to our transmission line and should be discouraged if possible.

The building will have clearances to conductors complying with the National Electric Safety Code.

NHH/nld

cc: E. Williams

RECORDED FROM CT WAY NO. 12435

RECORDS CENTER MEMO

DE 963-0651 3 60CS (GF 1)

TO B. Fulton/SLS-H09911 DATE 6-4-91

THE ACCOMPANYING FILE HAS BEEN SENT TO YOU BY THE RECORDS CENTER FOR THE REASON CHECKED BELOW

- FOR YOUR INFORMATION - NEW MATERIAL HAS BEEN ADDED TO FILE
PLEASE NOTE AND RETURN IT TO RECORDS CENTER AS SOON AS POSSIBLE
- AT YOUR REQUEST *See 12435 re: encroachment permit to Reichhold Chemicals, Inc.*
INDICATE BELOW IF AND WHEN IT SHOULD BE REFERRED TO YOU AGAIN

REFER TO _____ ON _____ DATE _____

OR INDICATE DISPOSITION OF AGREEMENT (PLEASE CHECK)

RENEWED EXTENDED TERMINATED _____

SIGNED _____

6-28-91

Q10

Please do not
tickle anyone.

Thanks
Shawn

GRAND TRUNK WESTERN R.R.

R.R. RIGHT OF WAY LINE

CONDUCTOR OVERHANG
26' WIDE

STEEL TOWER
20' SQUARE AT GRADE

TOWER LEG
ADJACENT TO
PROPERTY FENCE
AT GRADE

REICHHOLD CHEMICALS INC.

ALROWA
PRODUCTS
INC.

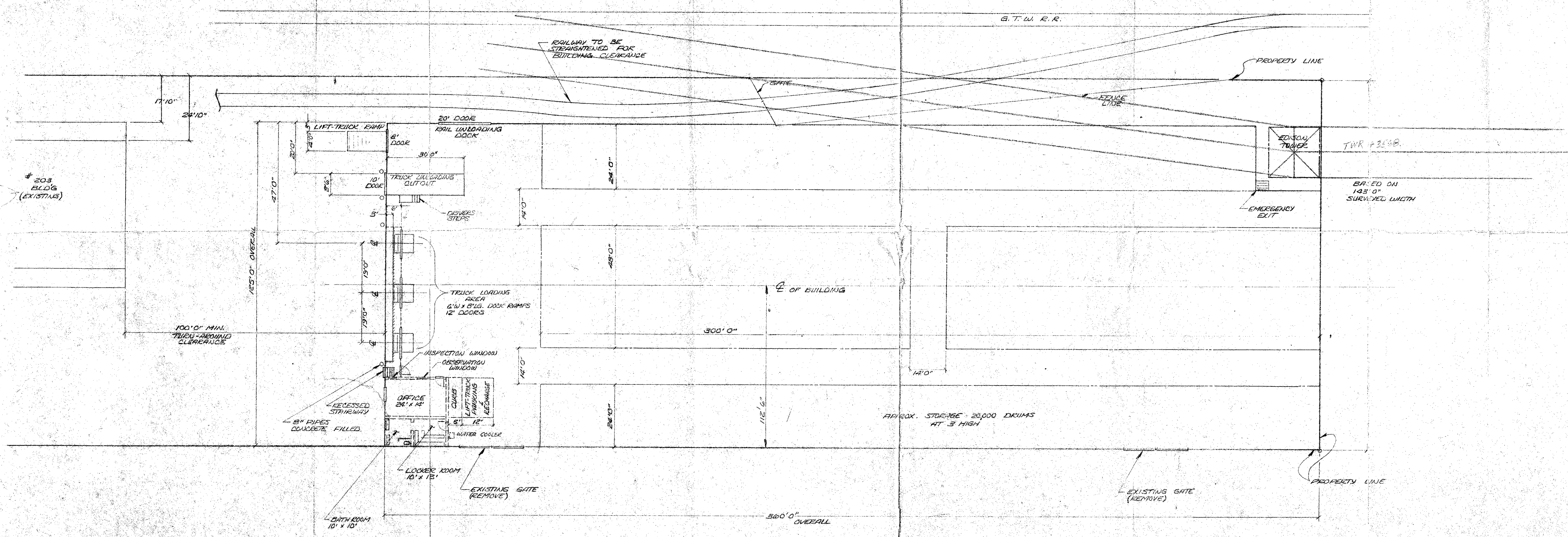
GAINSBORD AVE.

1000' ±
TO ♀ WOODWARD HEIGHTS BLVD.

THE DETROIT EDISON COMPANY
ENGINEERING DIVISION

LOCATION OF TRANSMISSION
TOWER ON PROPERTY OF
REICHHOLD CHEMICALS INC.
FERNSDALE - MILH.

LAYOUT	FB	1" = 40'	DWG.
APPD	HC		ED 710
			DATE 5-17-48



DRUM STORAGE WAREHOUSE
SCALE 1" = 20' 0"

NOTE: FINAL BUILDING WIDTH (125' 0") TO BE DEPENDENT UPON RAILWAY CLEARANCE OF 8' 6" AFTER STRAIGHTENING OF TRACK.

Profile #560

THIS PRINT, PLAN, DOCUMENT OR SPECIFICATION IS THE PROPERTY OF REICHOLD CHEMICALS, INC., WHITE PLAINS, NEW YORK, U. S. A. SAME MUST BE KEPT ABSOLUTELY SECRET AND CANNOT BE GIVEN OR SHOWN TO A THIRD PARTY WITHOUT THE WRITTEN APPROVAL OF THE UNDERSIGNED. ANY USE IN WHOLE OR IN PART, AND ANY REPRODUCTION IS PROHIBITED, UNLESS AUTHORIZED IN WRITING BY THE UNDERSIGNED. VIOLATIONS WILL BE PROSECUTED AND FULL COMPENSATION WILL BE CLAIMED.

REICHOLD CHEMICALS, INC. DETROIT, MICH.	
SOUTHWARD BUILDING & PROPERTY LAYOUT FOR PROPOSED WAREHOUSE	
ISSUED FOR	DATE
SCALE 1" = 20' 0"	DRAWN BY T.J. KLEIN 7-5-77
CHECKED BY	APPROPRIATION NO.
DRAWING NO.	BK-2412-A
SHEET 2 OF 2 SHEETS	

MISC. RIGHT OF WAY
12435