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EASEMENT AND TEMPORARY CONSTRUCTION RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENT, That the CITRIN OIL COMPANY, a Michigan corporation with offices at 14445 Linwood Avenue, Detroit, Michigan, hereinafter referred to as the Grantor, for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable considerations paid to the said Grantor by the Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as the Grantee, does hereby grant to the said Grantee the right to construct, operate, maintain, repair, and/or replace an underground electrical cable for the transmission of electricity, to be situated under the following described land situated in the City of Madison Heights, Oakland County, Michigan, to-wit:

The S. 27.00 feet of the N. 60.00 feet of a parcel of land described as follows: a parcel of land situated in the N.E. 1/4 of the N.E. 1/4 of Section 1, T. 1 N., R. 11 E., City of Madison Heights, Oakland County, Michigan, more particularly described as follows: beginning at the N.E. corner of said Section 1, T. 1 N., R. 11 E.; thence Due S., 285.00 feet along the E. line of said Section 1; thence S. 89° -15' -40" ~~W~~ 235.00 feet; thence Due N., 285.00 feet to a point on the N. line of said Section 1; thence N. 89° -15' -40" E., 235.00 feet to the place of beginning.

and does hereby grant to the Grantee the right to utilize the surface of said described land in connection with the initial construction of the said underground electrical cable for the transmission of electricity. This easement and Temporary Construction Right of Way is granted subject to:

- A. All rights heretofore granted to the The Detroit Edison Company, Michigan Bell Telephone Company, County of Oakland, the City of Madison Heights, and any lessee of the Grantor, or any of their successors or assigns; and
- B. The following conditions:
 - 1. If any part of the service station premises owned by the Grantor adjoining the above described easement and Temporary Construction Right of Way, or if any part of the above

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described premises should be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall forthwith be restored to their original condition by the Grantee. Such restoration shall include, but not be limited to, the replacing of any damaged or removed pavement of driveways, or approaches leading into the service station, the replacing or replanting of any grass or shrubbery on or surrounding the said service station premises and the repair or replacing of any damaged gasoline pumps or light fixtures.

2. The Temporary Construction Right of Way described above is granted for a period not exceeding ~~seven~~ *FOURTEEN* ^{*11/31/67*} calendar days.

If any use is made of the Temporary Construction Right of Way beyond said ~~seven~~ *FOURTEEN* ^{*11/31/67*} day period, the Grantee shall pay the Grantor Twenty-Five (\$25.00) Dollars for each day of said use, but shall provide satisfactory temporary ingress and egress until such paving is restored.

3. The exercise of the foregoing powers shall be carried out in such manner as will in no way interfere with the operations of the above mentioned service station with the following exceptions:

a. Limitation of use of the strip of driveway included in the Temporary Construction Right of Way.

b. Temporary interruption of one of the two approaches to the service station from 14 Mile Road, it being understood that only one of these two approaches will be blocked off at any one time and it being further understood that any interruption of access to the station through either or both approaches shall be limited to a period not exceeding forty-eight consecutive hours. In the event of breach of this subparagraph B. 3. b., by the Grantee, the Grantee

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shall pay to the Grantor Twenty-Five (\$25.00) Dollars for each day on which such breach occurs, regardless of the length of time during which the breach continues.

4. The Grantee shall compensate the Grantor or its lessee for any damage to property owned by the Grantor or by its lessee or for which the Grantor or its lessee may be responsible, which damage results in any way from the exercise of powers herein granted.

5. The Grantee will indemnify and save harmless the Grantor and its lessee from any liability which they incur as the result of the exercise of powers herein granted.

6. Upon the breach of any of the above conditions by the Grantee, its contractors, or their agents, employees, or sub-contractors, the Grantor shall have the right to elect either or both of the following courses of action:

a. Upon the sending of written notice to the Grantee and upon failure of the Grantee to cure the breach of conditions within five days, the Easement and Temporary Construction Right of Way shall terminate, and all rights and interests herein granted shall revert to the Grantor, it being understood that upon such termination of this Easement and Temporary Construction Right of Way the Grantee will, within thirty days from the date notice of termination is sent and at its own expense, remove any installations it has placed on the above described property and will restore said property to the same or better condition as existed prior to the granting of this Easement and Temporary Construction Right of Way.

b. The Grantor shall have the right to recover any and all damages resulting from the breach of said condition,

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in addition to the daily liquidated damages specifically set forth for breach of paragraph B. 2., and paragraph B. 3. b., above.

7. This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

8. Anything to the contrary herein notwithstanding, all rights and interests granted by the Grantor in this Easement and Temporary Construction Right of Way are expressly limited to such rights and interests which are presently retained by the Grantor in the above described premises and which have not been exclusively granted to any lessee of the Grantor.

9. This Easement and Temporary Construction Right of Way shall become effective only upon receipt by the Grantor of a copy signed by a duly authorized representative of the Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have caused their signatures to be affixed hereto by their duly authorized officers this 28TH day of November, A.C. 1966.

WITNESS:

Mary R. Botkins
Mary R. Botkins

Robert R. Moore
Robert R. Moore

Prepared by Toby Citrin
14445 Linwood, Det. Mich.

CITRIN OIL COMPANY, a Michigan corporation

By Toby Citrin
Toby Citrin Vice President

14445 Linwood
Detroit, Michigan 48238

THE DETROIT EDISON COMPANY

By A. L. Kasameyer
A. L. KASAMEYER, DIRECTOR
PRESIDENT AND CHIEF OF DEPARTMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 28TH day of November, 1966, before me, a Notary Public in and for said County, personally appeared Toby Citrin, to me personally

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known, who, being by me duly sworn, did say that he is the Vice President of Citrin Oil Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Toby Citrin acknowledged said instrument to be the free act and deed of said corporation.

Leon Berman

LEON BERMAN, Notary Public,
Wayne County, Michigan.
My Commission expires July 28, 1970.

RECORDED
1967 FEB 16 PM 3 21
J. B. Murphy
CLERK-REGISTER OF DEEDS
SOME JURISDICTIONS
REGISTER OF DEEDS RECORDS
DE LINDSEY MICHIGAN

RECORDED RECEIPT OF MAY NO. 1967 30

APPROVED AS TO FORM
LAW DEPARTMENT

E. W. Amoski
2-8-67

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