

RECORDED RIGHT OF WAY

15c

ETURN TO:

Real Estate, R/W & Claims 8750 Telegraph (Rm. 225) Taylor, MI 48180 R 33333

WAYNE COUNTY MICH.

1980 JUL II AM 10 50

1018 ST F YOUNGBLOOD REGISTER OF DEEDS

Real Estate, R/W Gr. 150 Telegraph (Br. 150 Telegraph 18180 Taylor, MI 48180

·005

EASEMENT

IN CONSIDERATION of the sum of One (\$1.00) Dollar and other valuable FRED KANDEL and BEVERLY KANDEL considerations, receipt of which is hereby acknowledged, hereinafter referred to as "OWNER" hereby grants and conveys to THE DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan, 48226, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, hereinafter referred to as "EDISON", its licensees, lessees, successors and assigns, to construct, operate and maintain line facilities for the purposes of providing overhead and undergound electric services including the necessary undergound lines, cables, conduits if deemed necessary by EDISON, above ground poles, cable poles, transformers, secondary service pedestals, meters and other equipment in under, over, and across land located in the SOUTHGATE County of , State of Michigan described in "Appendix A", which is attached hereto and made a part hereof.

EDISON, its employes, agents and contractors, shall have full right and authority to enter, at all times upon said premises for the purpose of constructing, reconstructing, repairing, modifying, operating, maintaining, and removing their lines, cables, conduits, poles, cable poles, transformers, secondary service pedestals, meters, and other equipment.

It is understood and agreed that the title to all lines, primary cables, conduits, poles, cable poles, transformers, secondary service pedestals, meters, and other equipment of EDISON, situated in or on premises of the undersigned, shall at all times remain in EDISON and shall be deemed personal property and shall not be deemed a part of the realty.

No excavations (except for public utility purposes), no structures, trees, large shrubs, apparatus of any kind, or changes of grade shall be allowed within three (3) feet of either side of the utility lines and equipment. Further, EDISON shall have the right to trim or remove any trees, bushes, plants, or roots of any kind which, in its sole opinion, interferes with its facilities thereto, or is necessary for the installation, re-installation, repair, operation, modification or removal of its facilities hereinabove described. The trimming or removal of such trees, bushes, obstructions, plants, or roots, by EDISON for the purpose set forth above, shall be without liability to the utility.

No shrubs or foliage shall be permitted on OWNER'S property within eight (8) feet of the front door of transformer enclosures, nor shall shrubs or foliage be permitted within three (3) feet of EDISON'S secondary service pedestals.

OWNER shall own, furnish, install, and maintain on each mobile home lot, a 120/240 volt meter pedestal of a type approved by EDISON.

Notwithstanding the fact that OWNER is the owner of certain facilities required for the furnishing of electricity to the occupants of each mobile home lot. OWNER covenants and agrees that EDISON may at all times and without interference, use the facilities of OWNER for the purpose of furnishing electricity to the occupants of each mobile home lot.

EDISON shall own, furnish, install, and maintain at its own expense, the transformers, secondary service pedestals, high voltage primary cables, EDISON'S secondary and service cables located between the transformers and EDISON's secondary service pedestals, meter enclosures or OWNER'S meter pedestals, and any conduit deemed necessary therefore by EDISON and located in said mobile home park.

FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE GOUNTY, MICHIGAN 48228

RETURN TO:

Real Estate, R/W & Claims 8750 Telegraph (Rm. 225) Taylor, MI 48180

 EDISON shall meter and bill each mobile home park occupant individually, at the appropriate residential rate.

The purpose and intent of this Agreement is to convey to EDISON, right of way in, under, upon, over, and across the above described property sufficient, in the opinion of EDISON, to provide the property with electric service to each mobile home site and building therein now or in the future.

The foregoing easements, restrictions, and covenants shall run with the land and shall not be subject to termination without the consent of EDISON.

Enforcement may be by civil proceeding against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

Invalidation of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

This Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representative, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 1372 day of November , 1979

FRED KANDEL

IN THE PRESENCE OF:

West Bloomfield, Michigan, 48033

HENRY B. MORGENSTEIN

FRED KANDEL

FRED K

APPROVED AS TO FORM 6-30 80 DATE

LEGAL DEPARTMENT DOLL

RETURN TO:

Real Estate, R/W & Claims

8750 Telegraph (Rm. 225)

Taylor, MI 48180

, <u>T</u>

APPENDIX "A"

Land in the City of Southgate, Wayne County, Michigan, described as:

That part of Lot 5 of the Subdivision of Jane Heintzen Estate, of the Southeast 1/4 of Fractional Section 24, Town 3 South, Range 10 East, as recorded in Liber 785, Page 496 of Deeds, described as: Beginning at a point on the East and West 1/4 line of Section 24, distant North 89 degrees 34 minutes West 859.44 feet from the East 1/4 corner of Section 24 and proceeding thence South 0 degrees 18 minutes 30 seconds West along the centerline of Dix Avenue, 282.65 feet; thence North 88 degrees 30 minutes 10 seconds West 706.26 feet along the North line of Dix Preferred Subdivision, Liber 52, Page 19, and Dix Northline Subdivision, Liber 55, Page 71, Wayne County Records, to the Northwest corner of Lot 230 of said Dix Northline Dubdivision, thence North 0 degrees 18 minutes 30 seconds East, 269.54 feet to the East and West 1/4 Section line; thence South 89 degrees 34 minutes East along the East and West 1/4 Section line 706.11 feet to the point of beginning. Subject to easements of record.

The easements granted herein shall be six feet in width, three feet on each side of the lines as installed. The approximate location of the underground LINE time being transferred is indicated upon the attached drawing Appendix "B". However, for exact location, call Miss Dig.

Prepared by:

C. George Williams 8750 Telegraph Taylor, Michigan, 48180

RETURN TO:

Real Estate, R/W & Claims 8750 Telegraph (Rm. 225) Taylor, MI 48180