

Detroit Edison

Right of Way Agreement

85 23209

FEBRUARY 27, 1985

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to CONSUMERS POWER COMPANY, a Michigan corporation of 212 Michigan Avenue, Jackson, Michigan, THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required for transmitting and distributing electricity, providing communication services and gas facilities with the usual services connections and accessories in, under, upon, over and across the land located in the City of Novi, Oakland County, Michigan, and more particularly described on the attached Appendix "A"; with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be Ten (10) feet in width unless otherwise indicated and their route is described as follows: The exact location of said easements will be shown on a drawing to be recorded within 90 days after construction.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

- 1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES equipment.
- 2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.
- 3. If the lines or facilities of UTILITIES' are damaged by the acts of Owners, their agents, employees or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.
- 4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licenses and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date:

Witnesses:

Handwritten signature of Robert Stillman

ROBERT STILLMAN

Handwritten signature of James D. McDonald

JAMES D. McDONALD

Grantors: CROSSWINDS EAST CORPORATION  
A Michigan Corporation

By: Handwritten signature of Bernard Gliberman  
BERNARD GLIEBERMAN, V-PRESIDENT

RECORDED  
MAR -1 14:48  
CLERK

Prepared By: James McDonald  
The Detroit Edison Company  
30400 Telegraph Road, Room 264  
Birmingham, Michigan 48010

Address: 38565 Golfview  
Mt. Clemens, Michigan 48044

RETURN TO  
J. D. McDONALD  
THE DETROIT EDISON COMPANY  
30400 TELEGRAPH ROAD 254 OAKDH  
BIRMINGHAM, MICHIGAN 48010 - 1 -

STATE OF MICHIGAN )  
 ) §5:  
COUNTY OF OAKLAND )

On this 27<sup>th</sup> day of FEBRUARY 1984, before me, the subscriber, a notary public in and for said County, appeared Bernard Glieberman ~~and~~ HE IS to me personally known, who being by me duly sworn did say that ~~they are~~ the Vice President of Crosswinds East Corporation, A Michigan Corporation and said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and BERNARD GLIEBERMAN acknowledged said instrument to be the free act and deed of said corporation.

Hannah L. Percell  
HANNAM L. PERCELL

My Commission Expires: 5/26/87

Notary Public OAKLAND County, Michigan

APPENDIX "A"

A parcel of land described as being part of the northwest <sup>east</sup> 1/4 of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as beginning at a point distant North 89°06'41" East 428.38 feet along the North line of said Section 36 and the centerline of Nine Mile Road from the North 1/4 corner of said Section 36; thence North 89°06'41" East 1606.99 feet, thence South 0°53'19" East 635.00 feet, thence South 89°06'41" West 668.16 feet, thence South 12°43'18" West 316.05 feet, thence South 68°20'29" West 373.66 feet, thence North 70°53'28" West 500.00 feet, thence North 50°53'28" West 15.00 feet to a point on the northerly line of "Whispering Meadows Sub. No. 2" as recorded in Liber 156, pages 40, 41, and 42 of Oakland County Records; thence North 50°53'28" West along said line of Whispering Meadows No. 2 44.05 feet thence North 0°53'19" West 865.74 to the point of beginning containing 30.76 acres.

Tax Identification #22-36-200-~~009~~ <sup>022</sup> — NE 1/4  
#22-36-200-014  
22-36-200-019/

Includes Crosswinds West Condominium  
OCCP #371 ENT 22-36-226-000  
ENT 22-36-226-000 9000371

RECORDED RIGHT OF WAY NO. 35907