

Detroit Edison

Real Estate and Rights of Way

Joint Underground Residential Distribution Right of Way Agreement

✓ NOV 22, 1989

LIBER 1378 PAGE 0726

For good and valuable consideration of system betterment, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan, GENERAL TELEPHONE COMPANY, A Michigan Corporation of 224 E. Chicago Blvd, Tecumseh, Mi. 49286 and COLUMBIA CABLE of MICHIGAN a Michigan corporation of 9903 Webber Street, Brighton, Mi. 48116 hereinafter referred to collectively as "GRANTEE", the right to erect, lay, maintain, reconstruct, add to and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories required in, under, upon, over and across the property located in the Township of Brighton, County of Livingston Michigan, and more particularly described on the attached Appendix "A"; with the full right to the GRANTEE of ingress and egress upon said property for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the right of way herein described.

Said right of way shall be 12 feet in width unless otherwise indicated and the route is described as follows:

All in accordance with Proposed Plat which is attached hereto and made a part hereof. (Appendix "B")

RECORDED RIGHT OF WAY NO. 4032
RECORDED
NOV 29 10 31 AM '89
NANCY HAYLAND
REGISTRAR OF DEEDS
LIVINGSTON COUNTY, MI
48144

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

- 1. The right of way will be graded to within four inches of final grade before the GRANTEE'S lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around GRANTEE'S above ground equipment.
2. No buildings or structures other than GRANTEE'S equipment are to be placed within the right of way herein granted. No excavation is to be permitted within said right of way without approval of GRANTEE.
3. No shrubs or foliage shall be planted or grown within eight feet of the front door of transformers or switching cabinet enclosures. GRANTEE 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 right of way causing an interference with GRANTEE'S maintenance of their equipment.
4. If the lines or facilities of GRANTEE are damaged by the acts of owners, their agents, employes or contractors, repairs shall be made by the granting company so damaged at the cost and expense of owners. Owners are defined as those persons owning the property at the time the damage occurred.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s) on the date of this agreement.

Witnesses:

Grantors:

Handwritten signatures of witnesses: Patricia Lee Coffman, Victoria M. Carotte, and Patricia Lee Coffman.

Handwritten signatures of grantors: Margaret Rose Dunleavy, Shiam L. Gupta, and Rama Gupta (RA NI Gupta) husband and wife.

Prepared by: James M. Davenport
316 E. Grand River
Howell, Mi. 48843

Address:
48 9255 Stanton
Oxford, Mi. 48051

Detroit Edison

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Said right of way shall be 12 feet in width unless otherwise indicated and the route is described as follows:

All in accordance with Proposed Plat which is attached hereto and made a part hereof. (Appendix "B")

RECORDED RIGHT OF WAY NO. 4032
RECORDED
NOV 29 10 31 AM '89
NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843

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

- 1. The right of way will be graded to within four inches of final grade before the GRANTEE'S lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around GRANTEE'S above ground equipment.
2. No buildings or structures other than GRANTEE'S equipment are to be placed within the right of way herein granted. No excavation is to be permitted within said right of way without approval of GRANTEE.
3. No shrubs or foliage shall be planted or grown within eight feet of the front door of transformers or switching cabinet enclosures. GRANTEE 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 right of way causing an interference with GRANTEE'S maintenance of their equipment.
4. If the lines or facilities of GRANTEE are damaged by the acts of owners, their agents, employees or contractors, repairs shall be made by the granting company so damaged at the cost and expense of owners. Owners are defined as those persons owning the property at the time the damage occurred.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s) on the date of this agreement.

Witnesses:

Grantors:

Handwritten signatures of witnesses: Patricia Lee Coffman, Victoria H. Cigarette, Patricia Lee Coffman

Handwritten signatures of grantors: Margaret Rose Dunleavy, Shiam L. Gupta, Rama Gupta (husband and wife)

Prepared by: James M. Davenport
316 E. Grand River
Howell, Mi. 48843

Address:
48 555 Stanton
Oxford, Mi. 48051

Acknowledgement-Individual

STATE OF MICHIGAN

County of OKLAHOMA SS

On this 22 day of NOV., 1989, the foregoing instrument was acknowledged before me, a notary public in and for said county, by Margaret Rose Dunleavy

Patricia Lee Coffman
Notary Public, Okla County, Michigan

My commission expires 4-1-90
PATRICIA LEE COFFMAN
Notary Public, Oakland County, MI
My Commission Expires April 1, 1990

Acting for Livingston

LIBER 1378 PAGE 0727

Acknowledgement-Individual

STATE OF MICHIGAN

County of Okla SS

On this 22 day of Nov, 1989, the foregoing instrument was acknowledged before me, a notary public in and for said county, by Shiam L. Gupta and RANA Gupta, husband and wife

Patricia Lee Coffman
Notary Public, Okla County, Michigan
Acting for Livingston

My commission expires 4-1-90
PATRICIA LEE COFFMAN
Notary Public, Oakland County, MI
My Commission Expires April 1, 1990

APPENDIX "A"

Part of the North 1/2 of Section 11, T.2N., R.6E., Brighton Township, Livingston County, Michigan, described as commencing at the West 1/4 corner of said Section 11; thence N. 88 deg 47 min 37 sec E., along the East - West 1/4 line of said Section and the centerline of Hyne Road (66 ft. wide right of way), 1971.46 ft. to the centerline of a 66 ft. wide private road easement and POINT OF BEGINNING; thence N. 03 deg 08 min 34 sec W., along said centerline, 1331.28 ft. to the centerline of a 66 ft. wide private road easement to be described hereafter and labeled "ROAD EASEMENT B"; thence N. 89 deg 19 min 40 sec E. 634.68 ft.; thence N. 89 deg 40 min 48 sec E. 1077.03 ft. (S. 88 deg 40 min 53 sec E. 1077.45 ft. recorded) to the centerline of Pleasant Valley Road (66 ft. wide right of way); thence S. 01 deg 15 min 40 sec E., along said centerline, 692.32 ft.; thence S. 88 deg 56 min 55 sec W. 414.00 ft. (N. 89 deg 22 min 53 sec W. 414.00 ft. recorded); thence S. 01 deg 15 min 40 sec E. 618.40 ft. (Due South 618.40 ft. recorded) to the East - West 1/4 line of said Section and centerline of Hyne Road; thence S. 88 deg 56 min 55 sec W., along said 1/4 Section line and centerline, 612.37 ft. (N. 89 deg 22 min 53 W. 612.53 ft. recorded) to the Center of Section 11; thence S. 88 deg 47 min 37 sec W., along the E.W. 1/4 line of said Section and the centerline of Hyne Road, 641.45 ft. to the POINT OF BEGINNING, containing 45.370 acres, subject to the rights of the public or any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes, Also subject to the rights of ingress, egress and public and private utilities over two 66 ft. wide easements described hereafter, ALSO subject to easements and restrictions of record, if any.

RETURN TO:
RICHARD LONGWISH
THE DETROIT EDISON COMPANY
425 S. MAIN STREET, ROOM 332
ANN ARBOR, MI 48104

Edison Top
Sec. 11

**Detroit
Edison**

Date: 1-2-90

To: Record Center
130 General Offices

From: JAMES DAVENPORT JD
Real Estate and Rights of Way Department
Ann Arbor Division

Subject: Agreement-Easement-Restrictions for underground residential distribution for BANSAL MEADOWS SITE CONDO located in BRIGHTON TOWNSHIP
LIVINGSTON COUNTY

Attached for Records Center is the executed agreement dated NOV 22, 1989 for the above named project. Also enclosed are other pertinent papers relative to this project. Easements for this project were requested by CHRIS FLOYD

Service Planning Department, HOWELL OFFICE
Ann Arbor Division.

JAMES M. DAVENPORT
ANN ARBOR

The agreement was negotiated by _____ of the Real Estate and Rights of Way Department, Ann Arbor Division.

Please make the attached papers a part of recorded Right of Way file.

(Additional Information) _____

Attachment

RECORDED RIGHT OF WAY NO. 40032

RETURN TO:
RICHARD LONGWISH
THE DETROIT EDISON COMPANY
425 S. MAIN STREET, ROOM 332
ANN ARBOR, MI 48104