

Detroit Edison

al Estate and Rights of Way
**Joint Overhead
Right of Way Agreement**

LIBER 04⁰42PG414

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B498436

7-27, 19 90

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, and Michigan

Bell Telephone Company, a Michigan corporation of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to collectively as

"GRANTEE," the right to construct, reconstruct, modify, add to, operate and maintain overhead line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories required to provide electric and

communication services, in, upon, over and across property located in the Township of Macomb,

County of Macomb, State of Michigan, further described as follows:

Commencing at the Northwest corner of Section 34, T3N, R13E; thence S 00°19' West 1877.45 feet along the West section line to the point of beginning; thence East 1335.73 feet; thence S 00°16' West 330.0 feet; thence West 811.02 feet; thence N 00°19' East 165.0 feet; thence West 525.0 feet; thence N 00°19' East 165.0 feet along the West section line to the point of beginning.

The route of the line facilities is described as follows: In a northeasterly and southwesterly direction across said land, within the 90 foot towerline easement.

The right of way is _____ feet in width.

The rights hereby granted include the right of access to and from the right of way and the right to trim, cut down or otherwise control brush and trees either within the right of way or on property adjoining the right of way which in the opinion of the GRANTEE interferes with the construction or operation of the line facilities. It is expressly understood and agreed that the GRANTEE shall, at no time, trim or cut down any trees unless, in the GRANTEE'S opinion, it is absolutely necessary to do so. The GRANTEE shall restore premises to its original condition or as near as can be in the event of damages caused by its employes, contractors, vehicles and equipment entering premises for the purposes set forth herein. No buildings or structures are to be placed within said right of way herein granted without the written consent of the GRANTEE. 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:

X Michael J. McCabe
MICHAEL J. McCABE

X Dennis L. Houtteman
Dennis L. Houtteman

X Carol Wuschack
CAROL WUSCHACK

X Patricia M. Houtteman
Patricia M. Houtteman, his wife

RECORDED IN MACOMB COUNTY
RECORDS AT: 9:00A M.

AUG 28 1990

Prepared by: & return to:
Michael J. McCabe
15600 - 19 Mile Road
Mt. Clemens, MI 48044

Edna M. Hill
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

Address:
46250 Heydenreich Road
Mt. Clemens, MI 48044

RECORDED RIGHT OF WAY NO. 41611

7

Acknowledgement-Individual

STATE OF MICHIGAN

County of MACOMB)SS

On this 27TH day of JULY, 19 90, the foregoing instrument was acknowledged before me, a notary public in and for said county, by Dennis L. Houtteman and Patricia M. Houtteman, his wife

Michael J. McCabe
Notary Public, _____ County, Michigan
MICHAEL J. McCABE
Notary Public, Macomb County, MI
My Commission Expires Mar. 9, 1992

My commission expires _____

Acknowledgement-Individual

STATE OF MICHIGAN

County of _____)SS

On this ____ day of _____, 19 ____, the foregoing instrument was acknowledged before me, a notary public in and for said county, by _____

Notary Public, _____ County, Michigan

My commission expires _____

RECORDED RIGHT OF WAY NO. 41611

Acknowledgement-Corporation

STATE OF MICHIGAN

County of _____)SS

On this ____ day of _____, 19 ____, the foregoing instrument was acknowledged before me, a notary public in and for said county, by _____
whose title(s) is /are _____
of _____, a _____ corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan

My commission expires _____

Acknowledgement-Partnership

STATE OF MICHIGAN

County of _____)SS

On this ____ day of _____, 19 ____, the foregoing instrument was acknowledged before me, a notary public in and for said county, by _____
(a) general/managing partner(s), on behalf of _____ a partnership.

Notary Public, _____ County, Michigan

My commission expires _____

APPROVED AS TO FORM 8-10-90 DATE
LEGAL DEPARTMENT Boag