

Detroit Edison

Real Estate and Rights of Way
Joint Underground Residential Distribution
Right of Way Agreement

APRIL 30

1991

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, MICHIGAN BELL TELEPHONE CO. a corporation of 444 Michigan Avenue, Detroit, Michigan and CLEAR CABLEVISION INC.

a Michigan corporation of P.O. Box 236, Saline, Mi. 48176 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 City

of Saline Milan, County of Monroe

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").

REGISTRAR OF DEEDS
MONROE COUNTY, MICH
Jeff Blake

RECORDED RIGHT OF WAY NO. 1991 MAY - 7 PM 2:15 RECEIVED FOR RECORD

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:

Glen Johnston
GLEN W. JOHNSTON

Jeff Blake
JEFF BLAKE

Sherry L. Craig
SHERY L. CRAIG

Mary Sue Blake
MARY SUE BLAKE, HUSBAND AND WIFE

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

Address: 14600 Darling
Milan, Mi. 48160

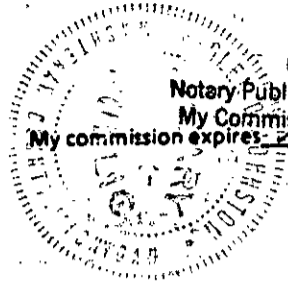
47688

Acknowledgement-Individual

STATE OF MICHIGAN

County of Washtenaw JSS

On this 20th day of April, 1991, the foregoing instrument was acknowledged before me, a notary public in and for said county, by Jeff ^{BLAKE} and Mary Blake, HUSBAND AND WIFE



GLEN D. JOHNSTON
Notary Public, Washtenaw County, Michigan
My Commission Expires January 14, 1992

Glen D. Johnston
Notary Public, Washtenaw County, Michigan

A P P E N D I X "A"

Commencing at the West 1/4 corner of Section 2, T5S, R6E, City of Milan, Monroe County, Michigan; thence N00°10'05"E 1270.06 feet along the North and South 1/4 line of said Section and the centerline of Platt Road; thence S00°52'15"E 33.00 feet to a point on the Easterly right-of-way of Platt Road and the West line of Lot 161 of "ASSESSOR'S PLAT OF THE VILLAGE OF MILAN" as recorded in Liber 7 of Plats, Page 48, Monroe County Records, said point being the POINT OF BEGINNING; thence continuing S00°52'15"E 1277.74 feet to a point on the East line of said Lot 161; thence S00°06'50"W 690.43 feet along said East line; thence N08°57'00"W 1279.99 feet to a point on the Easterly right-of-way line of Platt Road and the West line of said Lot 161; thence N00°10'05"E 692.15 feet along said right-of-way line and said West line to the Point of Beginning. Being a part of Lot 161 of said "ASSESSOR'S PLAT OF THE VILLAGE OF MILAN" and containing 20.29 acres of land, more or less. Being 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

Milan Twp.

Detroit
Edison

DATE: 5-15-91

TO: Corporate Real Estate Services
2310 W.C.B.

FROM: James M. Davenport *JMD*
Real Estate & Rights-of-Way
Howell Office
Ann Arbor Division

SUBJECT: Agreement/Easement/Restrictions for underground
residential distribution for SCOTTSDALE
ESTATES #1 SITE CONDOS.
Located In: CITY OF MILAN
County: MONROE COUNTY

Attached is the executed agreement dated 4-30-91
for the above named project.

Easements for this project were requested by LISA COOK
Service Planning Department, Ann Arbor Division.

The agreement was negotiated by James M. Davenport of the
Real Estate and Rights-of-Way Department, Ann Arbor
Division.

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

Additional Information: _____

JMD:pg:wp

Attachment(s)

RECORDED RIGHT OF WAY NO. 41688

Serving Customers

We're all a part of it!

2025015 0007 21 4 1973

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