

Date: September 26, 1991

To: Record Center

From: Michael J. McCabe *MJM*
Sr. Real Estate and Right of Way Rep
Macomb Division

Subject: Right of Way Agreement for Underground Residential
Distribution for Winsom Mobile Home Addition, located
in part of Private Claim 626, Town 2 North Range 13 East,
Clinton Township, Macomb County, Michigan.

Attached for Record Center is the executed Right of Way Agreement dated August 20, 1991 for the above named project.

Easement for this project was requested by Phil Howard, Service Planning, Macomb Division. The Agreement was negotiated by Michael J. McCabe, Representative, Real Estate and Rights of Way, Macomb Division.

Detroit Edison Company, Consumers Power Company and Michigan Bell Telephone Company made this agreement with Winland Limited Partnership, Donald G. Calcaterra, General Partner, the developer of Winsom Mobile Home Addition.

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

MJM

Attachment

RECORDED RIGHT OF WAY NO. 42013

Detroit Edison

Real Estate and Rights of Way

Joint Underground Residential Distribution Right of Way Agreement

8-20 B616499, 19 91

For good and valuable consideration of system betterment, the undersigned hereby grant and convey to CONSUMERS POWER COMPANY, a Michigan corporation of 212 West Michigan Avenue, Jackson, Michigan, THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan, MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 444 Michigan Avenue, Detroit, Michigan, and _____ a _____ corporation

of _____, 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, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories required to provide gas, electric and communication services with the usual services, connections and accessories in, under, upon, over and across the property located in the _____ Township of _____ County of _____ Macomb _____ State of 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 10 feet in width unless otherwise indicated and the route is described as follows:

The exact location of underground equipment must be determined by the UTILITY COMPANIES. For exact location, telephone MISS DIG at 1-800-482-7171. The exact location of underground equipment indicates the centerline of said Right of Way.

See Appendix A

RECORDED IN MACOMB COUNTY RECORDS AT: 2:08 P.M.

SEP 17 1991

Edna Hill CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

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 utility 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: James P. Brennan, Christine H. Bone, Russell H. Milne, Betty Jane Milne, Michael J. McCabe

Grantors: Tibor L. Gyarmati, Terrie S. Gyarmati, wife, Russell H. Milne, BETTY Jane Milne, wife

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

Winland Limited Partnership, Address: a Michigan Limited Partnership, BY: Donald G. Calcaterra, Man P

RECORDED RIGHT OF WAY NO. 42013

"APPENDIX A"

All that part of Private Claim 626, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, described as beginning at a point on the Clinton-Harrison Township line, distant North 06 degrees 27 minutes East 2390.36 feet along said Township line from the intersection of the centerline of Joy Boulevard with said Township line; thence North 83 degrees 14 minutes 10 seconds West 652.00 feet; thence North 82 degrees 29 Minutes 42 seconds West 580.21 feet; thence North 6 degrees 42 minutes 13 seconds East 57.01 feet; thence North 38 degrees 31 minutes 46 seconds East 379.19 feet along a line distant 5.0 feet from the Southeasterly limit of a 30 foot wide sanitary sewer easement; thence South 83 degrees 11 minutes 57 seconds East 1030.48 feet; thence South 06 degrees 27 minutes West 386.25 feet along said Township line to the point of beginning.

All that part of private claim 626, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, described as: Beginning at a point on the Clinton-Harrison Township line, distant North 06 degrees 27 minutes East 2776.86 feet along said Township line from the intersection of the centerline of Joy Boulevard with said Township line; thence North 83 degrees 11 minutes 57 seconds West 1030.48 feet; thence North 38 degrees 03 minutes 51 seconds East 316.59 feet along a line distant 5.00 feet from the Southeasterly limit of a 30 foot wide sanitary sewer easement; thence South 82 degrees 48 minutes 10 seconds East 864.58 feet; thence South 06 degrees 27 minutes West 264.60 feet along said Township line to the point of beginning.

PARCELL III: All that part of private claim 626, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, described as beginning at a point on the Clinton-Harrison Township line, distant North 06 degrees 27 minutes East 3041.46 feet along said Township line from the intersection of the centerline of Joy Boulevard with said Township line; thence North 82 degrees 48 minutes 10 seconds West 864.58 feet; thence North 39 degrees 46 minutes 14 seconds East 287.92 feet along a line distant 5.00 feet from the Southeasterly limit of a 30 foot wide sanitary sewer easement; thence South 83 degrees 40 minutes 16 seconds East 51.42 feet; thence South 72 degrees 50 minutes 52 seconds East 99.35 feet; thence South 67 degrees 26 minutes 14 seconds East 76.25 feet; thence South 60 degrees 03 minutes 14 seconds East 63.82 feet, thence South 51 degrees 15 minutes 52 seconds East 91.58 feet; thence South 61 degrees 27 minutes 14 seconds East 73.58 feet, thence South 78 degrees 53 minutes 23 seconds East 106.24 feet; thence South 82 degrees 10 minutes 10 seconds East 87.35 feet; thence South 78 degrees 07 minutes 45 seconds East 87.10 feet; thence South 06 degrees 27 minutes West 91.40 feet along said Township line to the point of beginning.

RECORDED RIGHT OF WAY NO. 42013

Acknowledgement-Individual

STATE OF MICHIGAN

County of Macomb)SS

On this 20th day of August, 19 91, the foregoing instrument was acknowledged before me, a notary public in and for

said county, by Tibor L. Gvarmati and Terrie S. Gvarmati, his wife and Russell H. Milne and Betty Jane Milne, his wife

[Signature]
Notary Public, _____ County, Michigan

My commission expires _____

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

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 _____

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 Macomb)SS

On this 20th day of August, 19 91, the foregoing instrument was acknowledged before me, a notary public in and for

said county, by Donald G. Calcaterra

(a) general/managing partner(s), on behalf of Winland Limited a partnership.

[Signature]
Notary Public, _____ County, Michigan

My commission expires _____

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

RECORDED FIRST OF ANY NO. 42013