

Detroit Edison

OAKHILL APARTMENTS, PHASE 2, STEP

(B442050)

Real Estate and Rights of Way

Joint Underground Residential Distribution Right of Way Agreement

LIBER 05393PG173

February 16, 1990

LIBER 04824PG148

B693695

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 Comcast Cable Television a Delaware corporation of 6065 Wall Street, Sterling Heights, MI 48078, 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 Shelby, 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 said easements will be as shown on a drawing to be recorded within 90 days after construction.

RECORDED IN MACOMB COUNTY RECORDS AT: 9:16A M. APR - 9 1992

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

RECORDED IN MACOMB COUNTY RECORDS AT: 3:05P M. MAR 01 1990 Edna M. Hill CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

RECORDED RIGHT OF WAY NO. 42961

Being Re-Recorded To include Appendix B

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: X Robert D. Gargaro, Jr. Donetta M. Hobart

II Grantors: OAKHILL LIMITED PARTNERSHIP A Michigan Limited Partnership By: DART, PROPERTIES, General Partner BY: Thomas J. Part, President

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

Address: 36250 Dequindre Road Sterling Heights, MI 48310

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-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. 42961

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 16th day of February, 19 90, the foregoing instrument was acknowledged before me, a notary public in and for said county, by Thomas J. Dart, President

(a) general partner(s), on behalf of Oak Hill II Limited Partnership, a Michigan Limited partnership.

Sharon L. Barnard
Sharon L. Barnard
Notary Public, Macomb County, Michigan

My commission expires 9-6-93

APPENDIX "A"

"OAKHILL APARTMENTS, PHASE 2, STEP 2", A part of the Southwest 1/4 of Section 32, T3N, R12E, Shelby Township, Macomb County, Michigan, being more particularly described as: Beginning at a point on the South line of Section 32, distant N 87°49'20" East 678.39 feet from the Southwest corner of said Section 32; thence N 03°02'24" West 1256.20 feet to the centerline of West Utica Road (66 feet wide); thence along said centerline of West Utica Road N 76°18'19" East 671.46 feet; thence S 03°02'37" East 33.59 feet to a point on the South line of West Utica Road (66 feet wide); thence N 76°10'11" East 80.00 feet along said South line of West Utica Road; thence S 03°02'37" East 387.93 feet; thence N 76°10'11" East 374.19 feet; thence N 04°12'24" West 386.52 feet to the South line of West Utica Road; thence along said South line N 76°10'11" East 67.84 feet; thence S 02°28'31" East 1360.38 feet; thence S 87°49'20" West 491.53 feet; thence S 03°02'37" East 100.00 feet to a point on the South line of Section 32; thence along said South line S 87°49'20" West 660.05 feet to the point of beginning.

RECORDED RIGHT OF WAY NO.

42961

Date: April 27, 1992
To: Record Center
From: Michael J. McCabe *MJM*
Sr. Real Estate & Right of Way Rep
Macomb Division
Subject: Right of Way Agreement for Underground Residential
Distribution for Oakhill Apartments Ph 2, Step 2, being
located in part of the Southwest 1/4 of Section 32, T3N,
R12E, Shelby Township, Macomb County, Michigan.

Attached for Record Center is the executed Right of Way
Agreement dated February 16, 1990 for the above named project.

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

Detroit Edison Company, Comcast Cablevision, Consumers Power Company
and Michigan Bell Telephone Company made this agreement with Oakhill
Limited Partnership, Thomas J. Dart, President, the developer of
Oakhill Apartments, Ph 2, Step 2.

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

MJM

Attachment

RECORDED RIGHT OF WAY NO.

42761

