

LIBER 11149PC520

89 175826

Real Estate and Rights of Way

Detroit Edison

Joint Underground Residential Distribution Right of Way Agreement

LIBER 11640PC583

October 13, 1989

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 Continental Cablevision of Oakland County, Inc., a Michigan corporation of 21900 Melrose, Suite 10, Southfield, MI 48025, 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 City of Madison Heights, County of Oakland, 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 ten (10) feet in width unless otherwise indicated and the route is described as follows: The approximate location is shown on the attached Detroit Edison drawing No. 89A-64288, dated September 20, 1989. The exact location of said easement shall be shown on a drawing recorded 90 days after construction.

Handwritten marks resembling the letter 'H'.

REG/DEEDS PAID 0001 NOV 15 '89 11:05AM 1688 MISC 7.00
REG/DEEDS PAID 0001 NOV 19 '90 03:33PM 2348 MISC 9.00

RECORDED RIGHT OF WAY NO. 46160

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 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:

Grantors:

Handwritten initials 'ga'

See Next Page

Handwritten initials 'Zoo'

Handwritten 'DEED 1'

Annie P. Grimmett/vkc
The Detroit Edison Company
Prepared by: 30400 Telegraph Road, Suite 277
Birmingham, MI 48010

Address:

Handwritten signature

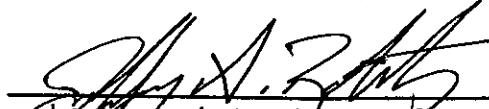
THIS EASEMENT IS RE-RECORDED FOR PURPOSES OF SHOWING THE PLANNED "AS INSTALLED" CENTERLINES OF EASEMENTS GRANTED AS SHOWN ON DRAWING ATTACHED HERETO.


HSP ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership
30833 Northwestern Hwy., Suite 300
Farmington Hills, MI 48018

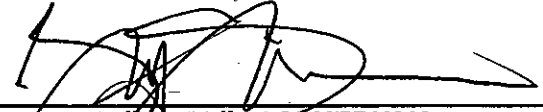
BY HOLTZMAN AND SILVERMAN EQUITIES #14 LIMITED PARTNERSHIP, a Michigan limited partnership, General Partner of HSP Associates Limited Partnership

BY DIVERSIFIED ASSET CORP., a Michigan Corporation, General Partner of Holtzman and Silverman Equities #14 Limited Partnership

Witnesses:


JEFFERY A. ROBERTS


ANNA MARIE KISH

BY 
GILBERT "BUZZ" SILVERMAN
President
"Maker"

State of Michigan)
) SS:
County of Oakland)

Personally came before me this 13 day of October, 1989, Gilbert Silverman, General partner of the above named limited partnership, to me known to be the persons who executed the foregoing instrument, and to me known to be such partners of said limited partnership.

My Commission Expires: 12/27/92



KIMBERLY A. DAWSON
Notary Public, Oakland County, MI
My Commission Expires Dec. 27, 1992

Notary Public,
County, Michigan

Appendix "A"

R.O.

A parcel of land in the S. E. ¼ of Section 1, T1N, R11E, City of Madison Heights, Oakland County, Michigan, also including Lots 1 to 5 inclusive of "Park's Farm Acres", a subdivision of part of the S.E. ¼ of Section 1, T1N, R11E, Royal Oak Township, Oakland County, Michigan as recorded in Liber 35 of Page 60 of Plats, Oakland County Records being more particularly described as: beginning at a point said point being distant S. 82°50'19" E. 897.00 ft. along the South line of said Section 1, and N. 28°41'41" E., 64.50 ft. from the S. ¼ corner of said Section 1, thence from said point of beginning continuing N. 28°41'41" E. 99.24 ft., thence N. 57°51'20" E. 774.10 ft., thence N. 62°17'54" E., 975.82 ft., thence N. 58°47'22" E., 239.97 ft. to a point on the Westerly right of way line of Dequindre Road (120 ft. wide), thence along said R.O.W. line S. 01°04'00" W., 232.30 ft., thence along the following (4) courses along said "Park's Farm Acres", 192.03 ft. along the arc of a curve to the left, said curve having a radius of 355.85 ft., a central angle of 30°55'09", a chord length of 189.71 ft., and a chord bearing of S. 75°44'23" W., S. 60°07'00" W., 194.70 ft., S. 01°04'00" W., 524.83 ft., and N. 82°50'19" W., 318.70 ft. to the Northeasterly corner of above mentioned Lot 5, thence S. 07°09'41" W. 350.00 ft. to the Southeasterly corner of said lot 5, also being on the northerly right of way line of Thirteen Mile Road, (120 ft. wide) thence along said right of way line, also being the southerly line of said "Park's Farm Acres" N. 82°50'19" W., 1053.89 ft. to the point of beginning containing 17.14 acres more or less, and being subject to easements of records.

RECORDED RIGHT OF WAY NO. 46160

~~Sidwell 25-01-426-008~~
~~25-01-476-001, 002, 018, 019~~

25-01-476-023-SE1/4 Sec 1 Royal oak

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12-53

TO Records Center

DATE 10-18-94 TIME _____

Please set up R/W file for: Village Green of Madison Heights
Being a part of SEY4 of Section 1, City of Madison Hts.
Oakland County, Michigan

COPIES TO: _____

REPORT _____

SIGNED Jim McDonald
James McDonald, FACILITATOR
Real Estate, Rights of Way
ROYAL OAK S.C.

Royal Oak Twp
Sec. 1

DATE RETURNED _____

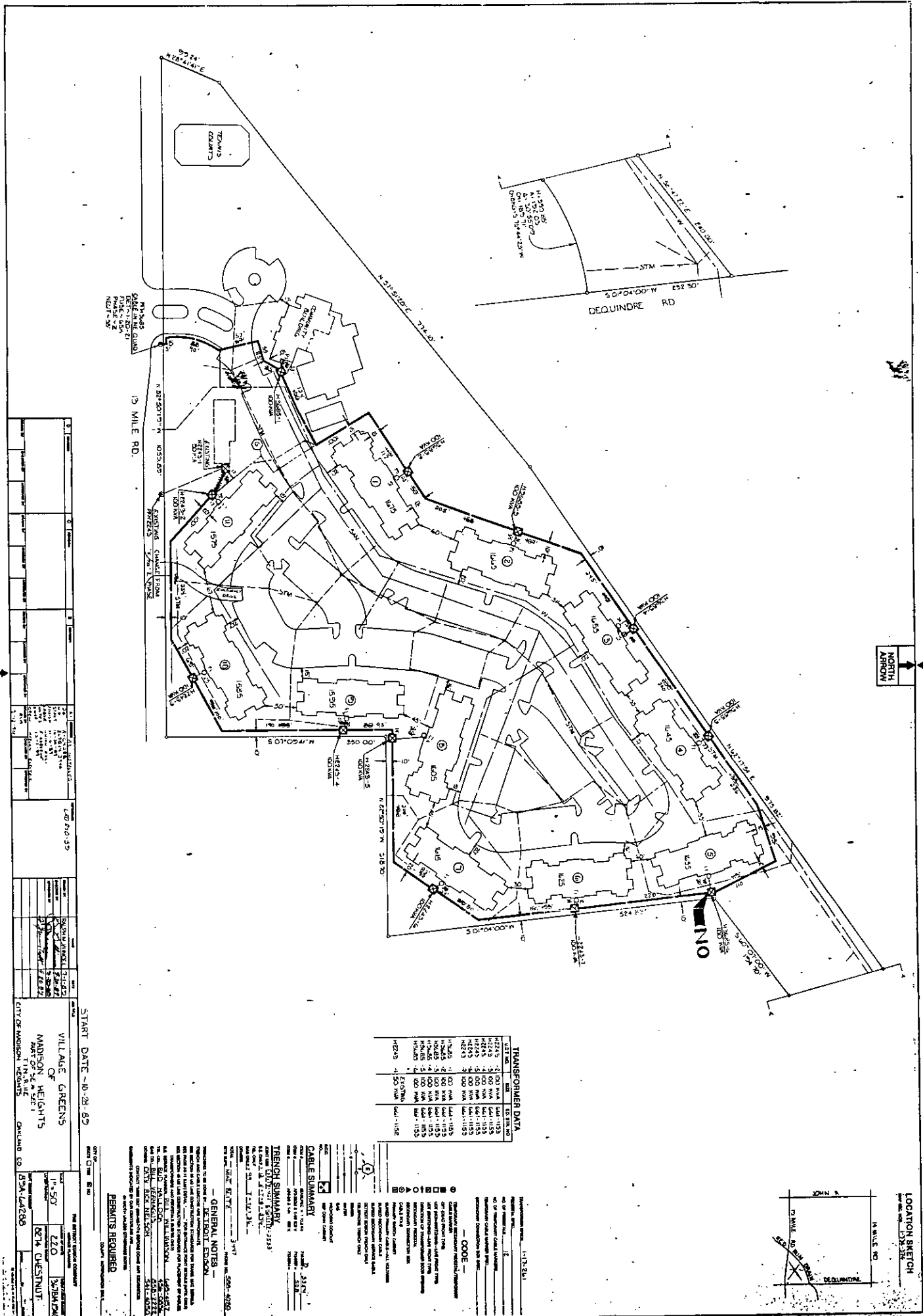
TIME _____

SIGNED _____

EASEMENT LOCATIONS

Easements are located where the following symbols are shown. All easements are single width, even where more than one symbol is shown.

- Buried Primary Cable
- Buried Secondary Cable
- Buried Secondary Service Cable
- Telephone Trench Only
- Gas
- Proposed Conduit



RECORDED RIGHT OF WAY NO. 46160

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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START DATE ~ 10-28-89

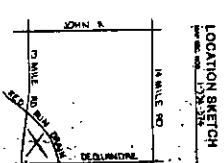
VILLAGE GREENS
OF
MADISON HEIGHTS
PART OF SEC 16, SEC 1
CITY OF MADISON HEIGHTS

CHLAND CO. BSA 64288

PERMITS REQUIRED

TRANSFORMER DATA

NO.	TYPE	VOLTS	KVA	DATE	BY
1	2500	2500	11/85		
2	2500	2500	11/85		
3	2500	2500	11/85		
4	2500	2500	11/85		
5	2500	2500	11/85		
6	2500	2500	11/85		
7	2500	2500	11/85		
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97	2500	2500	11/85		
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99	2500	2500	11/85		
100	2500	2500	11/85		



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MADISON HEIGHTS SPECIFICATIONS AND STANDARDS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MADISON HEIGHTS.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL WORK DONE.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL DEBRIS AND EXCESS MATERIAL.

7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AT ALL TIMES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.

9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL WORK DONE.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL DEBRIS AND EXCESS MATERIAL.

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