

In consideration of the sum of (\$1.00) and other valuable considerations paid to Page Builders, Inc. by the Michigan Bell Telephone Company, the receipt of which is hereby acknowledged, We Page Builders, Inc., a Michigan Corporation, hereby give, grant, warrant and convey to the Michigan Bell Telephone Company, 1365 Cass Avenue, Detroit 26, Michigan, and the Detroit Edison Company, 2000 Second Avenue, Detroit 26, Michigan, their successors and assigns, the right to construct, reconstruct, repair, operate, and maintain their lines for the purpose of rendering communication, electric light and power services, including the necessary poles, fixtures, guys, anchors, guy stubs, wire and equipment, installed upon, over and across Our property in the County of Oakland, City of Ferndale, State of Michigan, and more fully described as follows: The E1.5 feet of 4 foot easement across the Westerly 4 feet of lot 179 of Sherborne Park subdivision of part of the SE $\frac{1}{4}$ of Sec. 33 T1N, R11E, recorded in Liber 30, Page 17 of Plats, Oakland County Records with full right and authority to the agents or employees of the said grantees to enter at all times upon the said premises for the purpose of repairing, maintaining, or reconstructing their lines and equipment and to trim or cut down any trees which at any time interfere or threaten to interfere with the operation of their lines and equipment.

The route of said line shall be as follows: A right of way and easement over the entire width and length of the above described property for the overhang of D.E. Co. wire or wires. This agreement has been requested by the undersigned and deemed necessary by the aforesaid companies, in order that the aforementioned East 1.5 feet of the said easement over the above mentioned lot 179 may be abandoned, to secure a Federal Housing Administration guaranteed loan. Therefore, this agreement shall become effective and in force upon the favorable action of the Common Council of the City of Ferndale on the petition presented for the undersigned regarding the above mentioned property.

This agreement is hereby declared to be binding upon the heirs, successors and assigns of the parties hereto.

In witness whereof, We have hereunto set Our hand and seal this 19th day of January, 1955.

WITNESS:

Carl T. Hall

Laurie Wann

Block # 1170 Royal Oak Ex.
Page Builders, Inc.

Arthur Whetherhult
Arthur Whetherhult, Pres.

Reubin Levin
Reubin Levin, Sec.

State of Michigan
County of Wayne SS

On this 19th day of January, 1955, before me, the subscriber, a Notary Public in and for said County, personally appeared Arthur Whetherhult, President, and Reubin Levin, Secretary for Page Builders, Inc., to be known to be the persons named in and who executed the within instrument as vendor and acknowledged that they executed the same as their, free act and deed for the intents and purposes therein mentioned.

My Commission Expires 11-2-56

Carl T. Hall
Carl T. Hall
Notary Public

RIGHT OF WAY FILE NO. 16761 MPT

BEETHA

(Consent of the City of Ferndale to the overhang of D.E. Co. wires over the lot 179 of Sherborne Park subdivision of part of the SE $\frac{1}{4}$ of Sec. 33 T1N, R11E, recorded in Liber 30, Page 17 of Plats, Oakland County Records with full right and authority to the agents or employees of the said grantees to enter at all times upon the said premises for the purpose of repairing, maintaining, or reconstructing their lines and equipment and to trim or cut down any trees which at any time interfere or threaten to interfere with the operation of their lines and equipment.)