



Real Estate and Rights of Way
Joint Overhead and Underground
Right of Way Agreement

AUGUST 14TH, 1990

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, and GREATER MEDIA CABLEVISION, INC., a Michigan corporation of 3166 Martin Road, Walled Lake, Michigan 48088, MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 444 Michigan Avenue, Detroit, Michigan, hereinafter referred to collectively as "GRANTEE", the right to construct, reconstruct, modify, add to, operate and maintain overhead and underground line facilities consisting of poles, guys, anchors, conduits, wires, cables, manholes, transformers and accessories required to provide electric and communication services in, under, upon, over and across property located in the City of Novi, County of Oakland, State of Michigan, further described as follows:

PARCEL 1 The Northerly 10' feet and also,

The Easterly (10') Ten ft., of the following described property: Part of the S.W. 1/4 of section 3, T1N, R8E, described as beginning at a point on the West line of said Lakewoods Subdivision, said point located N. 87° 55' 47" E. along the South line of said section 3, a distance of 1412.46 ft., and N. 02° 42' 10" W. along said West line and its extension 1411.28 ft., from the S.W. corner of said section 3, thence continuing N. 02° 42' 10" W. 250.78 ft., to the Southerly line of 66 ft., wide South Lake Drive, thence N. 66° 29' 43" W. along said Southerly line 25.0 ft., thence S. 23° 30' 17" W. 225.0 ft., thence S. 66° 29' 43" E. 136.75 ft., to the point of beginning, containing 0.547 acres.

Part of Sidwell No. 22-03-351(12) - 014

The right of way is 10' (Ten) feet in width.

REG/SEEDS PAID
0001 NOV.30 '90 10:57AM
4222 MISC 9.00

The rights hereby granted include the right of access to and from the right of way and the right to trim, cut down or otherwise control brush or roots of any kind either within the right of way or on property adjoining the right of way which in the opinion of the GRANTEE interferes with the construction or operation of the line facilities. It is expressly understood and agreed that the GRANTEE shall, at no time, trim or cut down any trees unless, in the GRANTEE'S opinion, it is absolutely necessary to do so. The GRANTEE shall restore premises to its original condition or as near as can be in the event of damages caused by its employes, contractors, vehicles and equipment entering premises for the purposes set forth herein.

No buildings or structures are to be placed within said right of way herein granted without the written consent of the GRANTEE.

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:

9.00
LM

James H. Kaladjian

JAMES H. KALADJIAN

John Marbanian

John Marbanian, A Single Man

Linda Kraft

LINDA KRAFT

O.K. - LM

Prepared by: C. George Williams/nkg
The Detroit Edison Company
30400 Telegraph Road, Suite 277
Birmingham, Mi 48010

Address: 6052 Venice Drive
Union Lake, MI 48085

RETURN TO
J D McDONALD
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 277 OAKDH
BIRMINGHAM, MICHIGAN 48010

APPROVED AS TO FORM 8/28/90 DATE
LEGAL DEPARTMENT *[Signature]*

State of Michigan)
) SS:
County of Oakland)

LIBER 116530781

On this 14th day of August, 1990, the foregoing instrument was acknowledged before me, a notary public in and for said county by **John Marbanian, A Single Man.**

My Commission Expires: 1-27-93

James H. Kaladjian
Notary Public, Oakland County, Michigan
JAMES H. KALADJIAN
NOTARY PUBLIC, Oakland County, Michigan
My Commission Expires 1-27-93

Witness:

James H. Kaladjian
6052 Venice Drive
Union Lake, MI 48085

John Marbanian
John MARABANIAN
Linda Kraft
LINDA KRAFT

James H. Kaladjian
James H. Kaladjian
Joan Kaladjian
Joan Kaladjian, His Wife

State of Michigan)
) SS:
County of Oakland)

On this 14th day of August, 1990, the foregoing instrument was acknowledged before me, a notary public in and for said county by **James H. Kaladjian and Joan Kaladjian, His Wife.**

My Commission Expires: 8-2-93

Christ G. Natsis
Notary Public, Oakland County, Michigan
CHRIST G. NATSIS
NOTARY PUBLIC, Oakland County, Michigan
My Commission Expires: Aug. 2, 1993

Witness:

Gregoray J. Boyajian
6052 Venice Drive
Union Lake, MI 48085

John Marbanian
John MARABANIAN
James H. Kaladjian
JAMES H. KALADJIAN

Gregory J. Boyajian
Gregory J. Boyajian
Anita Boyajian
Anita Boyajian, His Wife

State of Michigan)
) SS:
County of Oakland)

On this 14th day of August, 1990, the foregoing instrument was acknowledged before me, a notary public in and for said county by **Gregory J. Boyajian and Anita Boyajian, His Wife.**

My Commission Expires: 1-27-93

James H. Kaladjian
Notary Public, Oakland County, Michigan
JAMES H. KALADJIAN
NOTARY PUBLIC, Oakland County, Michigan
My Commission Expires 1-27-93

RETURN TO
J. D. McDONALD
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 277 OAKDALE
BIRMINGHAM, MICHIGAN 48070

41112

Witness:

K & S Enterprises
A Michigan Co-Partnership
7091 Orchard Lake Road, Suite 230
West Bloomfield, MI 48322

John Marabonian
John MARABONIAN

James H. Kaladjian
JAMES H. KALADJIAN

State of Michigan)
County of Oakland) SS:

Kenneth Singer
KENNETH SINGER - PARTNER

Harry Kaufman
HARRY KAUFMAN - PARTNER

On this 14th day of August, 1990, the foregoing instrument was acknowledged before me, a notary public in and for said county by KENNETH SINGER and HARRY KAUFMAN (a) general/ managing partner(s), on behalf of K & S ENTERPRISES A Michigan Co-Partnership.

My Commission Expires: 1-27-93

James H. Kaladjian
Notary Public, Oakland County, Michigan
JAMES H. KALADJIAN
NOTARY PUBLIC, Oakland County, Michigan
My Commission Expires 1-27-93

RETURN TO
J. D. McDONALD
THE DETROIT EDISON COMPANY
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BIRMINGHAM, MICHIGAN 48010

41112