

COVENANT DEED

Grantor, whose name and address is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

conveys to Grantee, whose name and address is:

City of Novi, a municipal corporation of Oakland County, 45175 West Ten Mile Road, Novi, Michigan 48050

real property in the City of Novi, Oakland County, Michigan, whose legal description is:

A part of the East 1/2 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as follows: Beginning at a point distant South 87°58'24" West 931.44 feet along the East-West 1/4 line of Section 15 and South 12°19'31" East 19.41 feet from the East 1/4 corner of said Section 15; Thence North 83°29'50" West 766.66 feet; Thence South 01°53'38" East 40.43 feet; Thence South 83°29'50" East 774.39 feet; Thence North 12°19'31" West 42.26 feet to the Point of Beginning. Containing 0.708 Acres of Land.

Reserving to Grantor, its successors and assigns, an easement on, over and under all the above described land to construct, reconstruct, operate and maintain overhead and underground electric lines including towers, poles, wires, manholes, conduits, cables and equipment. This includes the right to trim or cut down trees or bushes that lie in the easement and that in Grantor's opinion interfere with the operation of the lines. No buildings or structures shall be erected or placed in the easement which interferes with Grantor's use of the reserved easement for the easement purpose. Provided, however, anything herein to the contrary notwithstanding, the use of the reserved easement by the Grantor, its successors and assigns, shall not interfere with the Grantee's use of the conveyed real property for public highway purposes.

subject to easements and building and use restrictions of record.

for the sum of One hundred twenty-eight thousand seven hundred eighty seven and 92/100 dollars (\$128,787.92)

on October 23, 1991 and covenants that Grantor has not through its own act or omission impaired the marketability of title to the real property. Grantor represents that it has not deposited any hazardous substances on or under the real property while it has held title to the real property. However, Grantor does not warrant as to the absence of or indemnify against damage incurred by hazardous substances. Grantor will not be liable for compensation to Grantee for any claims, damages, costs, or expenses for any hazardous substances on or under the real property.

Witnessed by: (type or print name under signature)

Signed by: (type or print name under signature)

Michael C. Venetis

Paul W. Potter, Director - Corporate Real Estate

Janet A. Scullen

Elaine M. Godfrey Assistant Secretary

Acknowledged before me in the State of Michigan, Wayne County, on October 23, 1991,

by Paul W. Potter the Director-Corporate Real Estate

and Elaine M. Godfrey the Assistant Secretary of the Detroit Edison Company, a Michigan corporation, for the corporation.

Notary's Stamp: JANET A. SCULLEN Notary Public, Macomb County, MI My Commission Expires Mar. 30, 1993

Notary's Signature: Janet A. Scullen

Prepared by: George Hathaway, 2000 Second Avenue, Detroit, Michigan 48226

Return to:

County Treasurer's Certificate

Michigan Transfer Tax Stamp

Notary Public Seal for Janet A. Scullen, Macomb County, MI, Commission Expires Mar. 30, 1993. Includes fields for DATE, APPROVED, and SIGNATURE.