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RECORDED PRCHT OF TAY NO. 28562

RETURN TO

A. L. KASAMEYER

The Detroit Edison Company 2000 SECOND AVENUE DETROIT, MICHIGAN 48226

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UTILITY EASEMENT BY MICHIGAN STATE HIGHWAY COMMISSION

THIS INDENTURE, Made this _____ day of _____, A.D. 1967, between the Michigan State Highway Commission, whose address is Stevens T. Mason Building, Lansing, Michigan, first party, and _____ Detroit Edison Company,

a Michigan Corporation, 2000 Second Bldv., Detroit, Michigan

second party.

WITNESSETH that first party for and in consideration of ____One_and no/100____

<u>Dollars (\$1.00)</u> and other valuable consideration to it in hand paid by second party, receipt whereof is hereby acknowledged does by these presents grant and convey unto second party, its successors and assigns, an easement over and upon lands in the City of Southfield, County of Oakland, State of Michigan, to-wit:

All that part of the Easterly 12 feet of a parcel of land in the East 1/2 of Section 17, TlN, RIOE, City of Southfield, Oakland County, Michigan, described as:

"Commencing at the Northeast corner of said Section 17; thence South 89 deg. 09' West on Section line, 1244.78 feet to the Easterly line of 150 feet Telegraph Road; thence South 01 deg. 29' East along said Easterly line 3368.02 feet to its intersection with the Northeasterly line of 204 feet Northwestern Highway; thence South 62 deg. 59' East along said Northeasterly line of Northwestern Highway 434.18 feet to the point of beginning of this description; thence North 01 deg. 30' West, a distance of 160.0 feet; thence South 62 deg. 59' East, a distance of 160.0 feet; thence South 01 deg. 30' East, a distance of 160.0 feet to said Northeasterly line of Northwestern Highway; thence North 62 deg. 59' West along said Northeasterly line a distance of 100.0 feet to the point of beginning";

which lies Northeasterly of a line described as: beginning at a point on the East line of the above described land which is North Ol deg. 30' West a distance of 0.96 feet from the Southeast corner of said parcel of land; thence Northwesterly along the arc of a 601.62 foot radius curve to the right (chord bearing North 47 deg. 02' 37" West) a distance of 167.80 feet to the point of tangency of said curve and a point of ending.

and the right to construct, operate, replace, repair and maintain thereon an electric transmission and distributing line or system in suitable structural form including accessories and appurtenances for the transmission and distributing of electric current for any purposes whatsoever, including the right to cut and trim trees and remove brush and overhanging branches, and use non-toxic spray materials to the extent necessary to keep them clear of the primary conductor by at least

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twenty feet.

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Also to remove such trees from outside the twenty foot clearance as have been damaged, or have reached the state of maturity, where they are in danger of falling on the line.

It is expressly understood that no buildings or other structures will be placed under said facilities without the written consent of said second party; however, first party reserves to itself, its successors and assigns the right to fully use and enjoy said premises for all purposes consistent with the full use and enjoyment by the second party of all the rights herein granted, provided, however, that the second party hereby agrees to pay any damages to real or personal property of first party remaining outside the area described herein, which may arise from constructing, operating, maintaining or removing said facilities.

PROVIDED FURTHER, that in the event said easement and rights herein conveyed shall cease to be used for utility purposes by second party, its successors and assigns, for a period of one year after said right has been first used for such purposes, then and in that event all right and interest herein conveyed shall terminate and revert and vest in first party, its successors and assigns.

IN WITNESS WHEREOF, First party has hereunto set its hand and seal the day and year first above written.

Signed and delivered in presence of:

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MICHIGAN STATE HIGHWAY COMMISSION

by Urdale Ferguson. Ardale nan

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Henrik E. Stafseth, Aftin State Highway Director LIBER 5068 PAGE 564

STATE OF MICHIGAN) ss COUNTY OF INGHAM)

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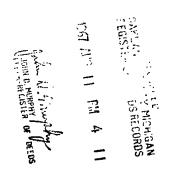
On this _______ day of _______, A.D. 1967 before me personally appeared Ardale W. Ferguson and Henrik E. Stafseth to me known to be the same persons who executed the within instrument, who being by me duly sworn, did say that they are respectively, the Chairman of the Michigan State Highway Commission and the Acting State Highway Director, and who acknowledged the above conveyance to be their free act and deed and the free act, and deed of the Michigan State Highway Commission.

ahrm County, Michigan Notary Public-Acting in Ingham County, Michigan My commission expires Jehman 13, 1971 WANDA M. PICKETT Notary Public, Ingham Co., Mich. My Comm. Expires Feb. 13, 1971

DRAFTED BY: M. P. Witchell

BUSINESS ADDRESS:

Michigan State Highway Commission Stevens T. Mason Building Lansing, Michigan



RETURN TO A. L. KASAMEYER The Ditroit Edison Company 2000 SECOND AVENUE DETROIT, MICHIGAN 48226 RECORDED RECHT OF WAY NO. 245/22

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