

UNDERGROUND EASEMENT (RIGHT OF WAY) NO. U1-1-3594

On MARCH 22, 1994, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

Paul V. Engstrom & Company, a Michigan Co-Partnership,
16000 W. Twelve Mile Road, Southfield, Michigan 48076,

"Grantee" is:

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

"Grantor's Land" is in the City of Southfield, Oakland County, described as:

Town 1 North, Range 10 East, Section 12, Meadowvale Sub, Lot 1 exc South 7 feet of Lot 1, as shown on the plat of subdivision recorded in Oakland County Records. Sidwell No. 24-12-476-015.

The "Right of Way Area" is a part of Grantor's Land and is described as:

The Westerly Eight (8) feet of Grantor's land.
The Right-of-Way is Eight (8) feet in width.

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. **Access:** Grantee has the right of access to and from the Right of Way Area.
3. **Buildings or other Permanent Structures:** No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.
4. **Excavation:** As required by Public Act 53 of 1974, MISS DIG must be called on 1-800-482-7171 before anyone excavates in the Right of Way Area.
5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences shall be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee shall not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
6. **Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.
7. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

\$ 7.00 MISCELLANEOUS RECORDING

\$ 2.00 REMONUMENTATION

MAY 29 10:52 A.M. RECEIPT# 25A

RECORDED - OAKLAND COUNTY

BY DEEDS

175016

RECORDED RIGHT OF WAY NO. 46190

7.00
2.00

Witnesses:(type or print name below signature)

Grantor:(type or print name below signature)

Paul V. Engstrom & Company,
a Michigan Co-Partnership

George F. Jezewski, O.K. - LM

By: GEORGE F. JEZEWSKI

Its: Partner

Michelle Voss
Michelle VOSS

Omer V. Racine
OMER V. RACINE

Acknowledged before me in OAKLAND County, Michigan, on MARCH 22, 1994 by GEORGE F. JEZEWSKI a partner of Paul V. Engstrom & Company, a Michigan Co-Partnership, for the partnership.

Notary's Stamp OMER V. RACINE
Notary Public, Oakland County, MI
My Commission Expires MAY 29, 1998
(Notary's name, county and date commission expires)

Notary's Signature Omer V. Racine