

Detroit Edison

Right of Way Agreement

(861449.0)

(LIBER 10109 PAGE 029)

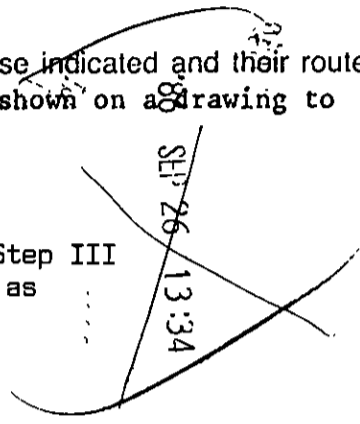
(LIBER 9564 PAGE 87)

September 17, 1986
87221312

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 hereinafter referred to as "EDISON", the easements and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the City of Troy, Oakland County, Michigan, and more particularly described on the attached Appendix "A", with the full right to EDISON of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be (10) Ten feet in width unless otherwise indicated and their route is described as follows: The exact location of said easements will be shown on a drawing to be recorded 90 days after construction.

* This easement is re-recorded for purposes of showing Phase 2, Step III of the planned "as installed" centerlines of easements granted as shown on drawing attached hereto.



RECORDED RIGHT OF WAY NO. 37617

In order to provide for the proper maintenance and protection of EDISON, the undersigned covenant and agree that:

- 1. The easements will be graded to within four (4) inches of final grade before EDISON lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground EDISON equipment.
- 2. No buildings or structures other than EDISONS' equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easements without approval of EDISON.
- 3. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. EDISON shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with EDISONS' maintenance of their equipment.
- 4. If the lines of facilities of EDISON are damaged by the acts of Owners, their agents, employees or contractors, repairs shall be made by EDISON at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

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 and seal on this date:

Witnesses:

Grantors:

A#36 REG/DEEDS PAID
0001 SEP 15 1986 12:17PM
6763 MISC 19.00

Troy Technology Park
A Michigan Co-Partnership

Keith J. Pomeroy, Partner

A#36 REG/DEEDS PAID
0001 DEC 04 87 12:39PM
1009 MISC 19.00

Address: 380 N. Woodward, #175

Birmingham, MI 48011

Emil Barden
EMIL BAROEN

Dixie F. Jacobsen
DIXIE F. JACOBSEN

Keith J. Pomeroy
Keith J. Pomeroy, Partner

RETURN TO: DECOJ

Prepared By: Omer V. Racine
The Detroit Edison Company
30400 Telegraph Road, #264
Birmingham, MI 48010

Address: 380 N. Woodward, #175

Birmingham, MI 48011

This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto.

2-11/35

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19.00
15.00

[Handwritten signatures and initials]