

OVERHEAD EASEMENT (RIGHT OF WAY) NO. R9203721

On 12/16/92, 1992, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

Ideal Mower Sales, Inc., a Michigan Corporation, 811 Woodward Heights Blvd., Ferndale, Michigan 48220-1487/

"Grantee" is:

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

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

Part of the West one-half (1/2) of the Northeast one-quarter (1/4), Section 27, Town 1 North, Range 11 East, Part of Lot 609 beginning at Northwest lot corner, thence South 29°53'00" East 387 feet, thence North 01°33'00" West 113.93 feet, thence South 86°26'18" East 286.36 feet, thence North 03°42'00" East 93.86 feet, thence North 01°33'00" West 115.47 feet., thence North 86°23'00" West 479.62 feet to beginning, Woodward Heights Subdivision No. 2 as recorded in Liber 10 of Plats, Page 27, Oakland County Records. Sidwell No. 25-27-406-004. 10027

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

As shown on the attached Right of Way sketch No. R9203721R, dated 12/10/92. 1039 MISC 11.00

B#92 REG/DEEDS PAID
FEB.02-93 02:00PM
1039 MISC 11.00

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

- 1. Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.
- 2. Access:** Grantee has the right of access to and from the Right of Way Area.
- 3. Building 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. Trees, Bushes, Branches or Roots:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area (or that could grow into the Right of Way Area) that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.
- 5. 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.
- 6. Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

Witnesses:(type or print name below signature)

John R. Botsford Jr.
JOHN R. BOTSFORD JR.
Richard Gerald
RICHARD GERALD

Grantor:(type or print name below signature)

Ideal Mower Sales, Inc.
John R. Botsford
By: JOHN R. BOTSFORD
President
B#92 REG/DEEDS PAID
FEB.02-93 02:00PM
Its: 1039 RMT FEE 2.00

Acknowledged before me in Oakland County, Michigan, on December 16, 1992 by the PRESIDENT of Ideal Mower Sales, Inc., a Michigan Corporation, for the Corporation.

JOHN R. BOTSFORD

Notary's Stamp NOTARY PUBLIC STATE OF MICH. Notary's Signature [Signature]
(Notary's name, county and date commission expires)

RECORDED RIGHT OF WAY NO. 44345