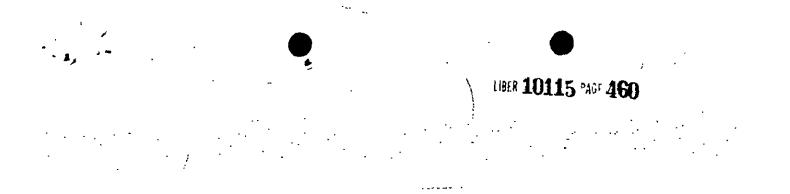
LIBER 10115 PAGE 59 al Estate and Rights of Way 87177350 Overhead **Right of Way Agreement** SO Z 4 For good and valuable consideration of system betterment, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan hereinafter referred to as "EDISON," the right to construct, reconstruct, modify, add to, operate and maintain overhead line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories required to provide electric service in, upon, over and across property located in the _ City of Oakland Novi , State of Michigan, further described as , County of follows: Land situated in the City of Novi, County of Oakland, and State of Michigan, to wit: Northwest fractional of Section 18, T1N, R8E, City of Novi, Oakland County, Michigan excepting the East 80 acres and also excepting the South 660 ft. of the West 330 ft. BI92 REG/DEEDS PAID ASCURDED RICHT OF 0001 SEP.18'87 01:31PM 7645 MISC 11.00 DECOS Siowell 22-18-100-001 WAY NO ρ as shown on the attached drawing $\frac{\emptyset - 8627 \text{ dated } 3 - 27 - 87}{2}$ which is made a part hereof. The right of way is THREE 3 feet in width. The rights hereby granted include the right of access to and from the right of way and the right to trim, cut down or otherwise control brush and trees within the right of way or on property adjoining the right of way which in the opinion of EDISON interferes with the construction or operation of the line facilities. It is expressly understood and agreed that EDISON shall, at no time, trim or cut down any trees unless, in EDISON'S opinion, it is absolutely necessary to do so EDISON shall restore premises to its original condition or as near as can be in the event of damages caused by its employes, contractors, vehicles and equipment entering premises for the purposes set forth herein. No buildings or structures are to be placed within said right of way herein granted without the written consent of **EDISON** 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(s) on the date of this agreement. Witnesses¹ Grantors: Paragon Properties Comp A Michigan Co-Panta × BLUMENSTION, PARTNER HAROLA RGE WILLIAMS 100 PROVED AS TO FOR LEGAL DEPARTMENT. Address: 29200 SOUTH FIE Prepared by: Stuart R. Chipman The Detroit Edison Company SOUTHFIELD 30400 Telegraph Rd., Suite 264 MICH Birmingham, MI 48010



Acknowledgement - Individual

State of Michigan

County of OAKhAND) SS.

On this <u>26^{rs}</u> day of <u>MAY</u>, 19<u>P7</u>, the foregoing instrument was acknowledged before me, a notary public in and for said county, by <u>HAROLD BLUMENSTIEN PANTNER, of PANAGEN PROPERTIES</u> A MICHICAN CO-PANTNER THIS My Commission Expires: <u>2-5-1990</u> <u>Stuart E. Chipmen</u>

STUART R. CHIPMAN Notary Public, Oakland County, Wity, Michigan My Commission Expires Feb. 5, 1994

