| ÷.<br>./ | Detroit<br>Edison  | Real Estate and Rights of Way<br>Overhead<br>Right of Way Agreement  | 87177351  |
|----------|--|--|---|
|          | DETROIT EDISON COMPANY, a M<br>referred to as "EDISON," the right<br>facilities consisting of poles, guys, | ion of system betterment, the undersigned hereby<br>ichigan corporation of 2000 Second Avenue, Detr<br>to construct, reconstruct, modify, add to, operate a<br>anchors, wires, cables, transformers and accessories r<br>property located in the <u>City</u>               | oit, Michigan hereinafter<br>and maintain overhead line   |
|          | West along the ½ line of sa<br>the center of U.S. Highway<br>240.90 ft. to the East line                   | athwest ½ of Section 7, T1N, R8E, Township<br>lows: Commencing at the N.E. corner of se<br>aid Section 233.64 ft.; thence S. 978.78 f<br>#16; thence S. 72°30' E. along the center<br>of said West ½; thence N. 2° W. along se<br>ing, excepting the West 20 feet thereof. | aid W. ½, thence S. 88°15'<br>ft., more or less, to<br>r line of said Highway<br>aid East line 1058 <u>,</u> 64 |
| ×μ       |  | 8892 REB<br>0001 SEP.1<br>7645 MISC  | DEEDS PAID<br>8'87 01:31PM WAY NO.  |
| Л        | as shown on the attached drawing   | $\emptyset$ -8627 dated 3-27-87 which is made a part he  | S<br>S  |

The right of way is <u>twelve (12)</u> 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.

Grantors: Witnesses: Glasson nes umma lasson Carole Glasson HIS ANNIO GRIMMOTT wit 1,00 APPROVED AS T LEGAL DEL BALL RIVER Prepared by: Stuart R. Chipman Address 51000 GRAND The Detroit Edison Company WIXOM 48096 HICH 3040C Telegraph Rd., Suite 264 Birmingham, MI 48010 DE 563 0102 5-86 CS (DE OHL)

| •  | LIBER 10115 7465 46  | 54                                       |
|--|--|--|
| Acknowledgement  | - Individual   |  |
| State of Michigan  |  |  |
| County of OAKLAND ) SS.  |  |  |
| On this $2^{ND}$ day of <u>MAY</u> , 1987<br>acknowledged before me, a notary public in<br><u>DougLase</u> J. GLASSON MD CAR | and for said county, by  |  |
| My Commission Expires: 2-5-1990  | Stuart R.  | Chireman                                 |
|  | STUART R. CHIP<br>NotaryNd Rub bisic, Oakland (<br>My Commission Expires ) | County, Mi<br>County, Mi<br>Feb. 5, 1990 |
| Acknowledgement State of Michigan County of) SS.   | - Individual   | :<br>:<br>:                              |
| On this day of, 19   | , the foregoing instrument   | was                                      |
| acknowledged before me, a notary public in   | and for said county, by  |  |
| My Commission Expires:   |  |  |
|  | Notary Public,   | County, Mici                             |
|  |  | RIGHT                                    |
|  |  | OF                                       |
|  |  | Х¥А                                      |
|  |  | NO.                                      |

