

THIS INSTRUMENT, made this 13TH day of JUNE, A. D. 1972, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, whose post office address is One Northland Plaza, 20755 Greenfield Road, Southfield, Michigan 48075, party of the first part, and THE DETROIT EDISON COMPANY a corporation organized and existing concurrently under the laws of Michigan and New York, whose post office address is 2000 Second Avenue, Detroit, Michigan 48226, party of the second part.

WITNESSETH:

That the party of the first part, for itself and its successors and assigns, for the full consideration of the sum of Three Thousand Five Hundred - - - - - Dollars (\$3,500) to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does by these presents grant and convey unto said party of the second part, its successors and assigns, Forever, subject to the reservations and conditions hereinafter set forth, the right and easement to enter upon and use, solely for the purpose of operating and maintaining an electric transmission line and steel towers - - - - - the pieces or parcels of land situate and being in the City of Wixom, County of Oakland, and State of Michigan, as particularly described in Schedule A hereto attached and made a part hereof.

DO HAVE AND TO HOLD the right and easement herein granted unto the said party of the second part, its successors and assigns, Forever, subject to the following reservations and conditions:

1. The right and easement herein granted are not exclusive, and said party of the first part reserves, for itself and its successors and assigns, all rights not inconsistent with the right and easement herein granted, including, but not limited to, those rights which it now deems, or from time to time may deem, desirable or necessary for its various operations or the operations of its lessees, licensees, successors, or assigns, as they now are or may lawfully be engaged in from time to time, and in order to be enabled to construct, reconstruct, relocate, operate, maintain, repair, renew, and remove such of its facilities as now are, or such additional facilities, either its own or those of its lessees, licensees, successors, or assigns, of whatever type as in the future said party of the first part, its successors or assigns, may deem desirable or necessary to be located in, upon, over, under, or across the land referred to above and more particularly described in said Schedule A; provided, however, that the uses for which the hereinbefore granted easement is given shall not be unreasonably interfered with.

2. This conveyance is given upon the express condition that the land referred to above and more particularly described in said Schedule A shall be used by the party of the second part, its successors and assigns, for the purposes hereinbefore set forth and for no other purpose and that, if such use of said land (or either or any parcel thereof, if more than one parcel of land is described in said Schedule A) shall ever be permanently discontinued, then all the rights in or to said land (or either or any parcel thereof, if more than one parcel of land is described in said Schedule A) herein granted shall immediately revert to the party of the first part, its successors and assigns, and then and thereafter the party of the first part, its successors and assigns, shall peaceably hold and enjoy the same as if these presents had not been made. This conveyance is given upon the further express condition that, in the event of such reversion, the party of the second part, its successors or assigns, shall, at the request of and without cost or expense to the party of the first part, its successors or assigns, execute and deliver to the party of the first part, its successors or assigns, a proper instrument, in form suitable for recording and approved by the party of the first part, its successors or assigns, releasing said land (or either or any parcel thereof, if more than one parcel of land is described in said Schedule A) from the easement interest therein herein conveyed.

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

12 AUG 11 AM 8 58

RECORDED FIRST OF MAY NO. 4770

RETURN TO
W. C. ARNOLD
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

3. This conveyance is given upon the further express condition that said party of the second part, for itself and its successors and assigns, by the acceptance and recording of this instrument, agrees to protect, indemnify, and hold harmless said party of the first part, its successors and assigns, from and against any liability for any and all loss or destruction of, or damage to, all property whatsoever, and any and all injury to, or death of, all persons whomsoever, caused in whole or in part by, resulting in any manner from, arising out of, or in any way connected with, the use and occupancy by the party of the second part, its successors and assigns, of the land referred to above and more particularly described in said Schedule A including, but not by way of limitation, the construction, installation, operation, maintenance, existence, use, repair, renewal, or removal of the facilities of the party of the second part, its successors or assigns, or failure to maintain, repair, or renew the same.

IN WITNESS WHEREOF, said The Chesapeake and Ohio Railway Company, party of the first part, has caused these presents to be signed in its name by its General Manager - Real Estate, attested by an Assistant Secretary, and sealed with its corporate seal, the day and year first above written.

In the presence of:

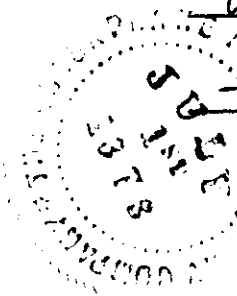
Albert W. Clements, Jr.
Albert W. Clements, Jr.

V. W. Caloyro
V. W. Caloyro

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By J. R. Hickman
J. R. Hickman, General Manager - Real Estate

ATTEST: R. F. Hockwarth
R. F. Hockwarth, Assistant Secretary



STATE OF MARYLAND)
CITY OF BALTIMORE) ss.

On this 13TH day of JUNE, A. D. 1972, before me, a Notary Public in and for said CITY, appeared J. R. Hickman and R. F. HOCKWARTH, to me personally known, who, being by me duly sworn, did each for himself say that they are, respectively, General Manager - Real Estate and an Assistant Secretary of The Chesapeake and Ohio Railway Company, the corporation named in and which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. R. Hickman acknowledged said instrument to be the free act and deed of said corporation.



Richard J. Williams
Richard J. Williams
Notary Public, City of Baltimore, Maryland
My commission expires July 1, 1974

Approved as to form:
[Signature]

APPROVED AS TO FORM
LAW DEPARTMENT
Boegen 7-28-72

Drafted by:
A. F. Schmalzriedt
Attorney at Law
Business address:
407 One Northland Plaza
20755 Greenfield Road
Southfield, Michigan 48075

Return to:

RETURN TO
W. C. ARNOLD
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
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RECORDED RIGHT OF WAY NO. 4770

SCHEDULE A

AFFIXED TO AND MADE A PART OF GRANT OF EASEMENT, DATED June 13th,
 1972, FROM THE CHESAPEAKE AND OHIO RAILWAY COMPANY, A VIRGINIA CORPORATION,
 TO THE DETROIT EDISON COMPANY, A CORPORATION ORGANIZED AND EXISTING
CONCURRENTLY UNDER THE LAWS OF MICHIGAN AND NEW YORK

All those certain pieces or parcels of land situate and being in the City
 of Wixom, County of Oakland, and State of Michigan, described as:

Parcel No. 1:

Part of the northwest 1/4 of Section 5, Township 1 North,
 Range 8 East, described as follows:
 Beginning at a point in the west line of said Section 5
 (WIXOM ROAD) 220.00 feet northerly from the west 1/4
 corner of said Section 5; thence continuing northerly on
 said west section line 75.00 feet to a point; thence
 easterly by a southeasterly angle of 89° 22' 45" with
 said west section line 2,515.51 feet to a point in the
 westerly line of an existing easement, recorded August 13,
 1965, in Liber 4763 of Deeds, pages 846, 847, and 848, of
 Oakland County Records; thence southerly by a southwesterly
 angle of 91° 38', along said westerly line of the existing
 easement, 75.03 feet to a point; thence westerly by a
 northwesterly angle of 88° 22' a distance of 2,516.83
 feet to the place of beginning; containing an area of 4.54
 acres, more or less.

Parcel No. 2:

Part of the northeast 1/4 of Section 5, Township 1 North,
 Range 8 East, described as follows:
 Beginning at the center of said Section 5; thence northerly
 along the north-and-south 1/4 line of said Section 5, being
 also the easterly line of an existing easement, recorded
 August 13, 1965, in Liber 4763 of Deeds, pages 846, 847,
 and 848, of Oakland County Records, a distance of 1,228.10
 feet to a point in the southerly line of The Chesapeake
 and Ohio Railway Company's main line right of way; thence
 by a southeasterly angle of 1° 37' 56" with the north-and-
 south 1/4 line 1,228.76 feet to a point in the east-and-west
 1/4 line of said Section 5; thence by a northwesterly angle
 of 88° 06' 24" along the east-and-west 1/4 line 35.0 feet
 to the place of beginning; containing an area of 0.495 acre,
 more or less.

RECORDED RIGHT OF WAY NO. 4970

RETURN TO
 W. C. ARNOLD
 THE DETROIT EDISON COMPANY
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