

**OVERHEAD AND UNDERGROUND EASEMENT (RIGHT OF WAY) NO. R 9102627-01**

On JANUARY 25, 1994, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead and underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

**"Grantor" is:**

Michigan National Bank, a National Banking Association,  
P. O. Box 9065, Farmington Hills, Michigan 48333-9065

**"Grantee" is:**

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

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

A parcel of land located in part of the Southeast one-quarter (1/4) of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, County of Oakland, State of Michigan, more particularly described as follows: Beginning at a point on the East line of said Section 13, located distant South 00°00'10" West, 132.00 feet from the said East one-quarter (1/4) corner; thence continuing along the East line of said Section 13, South 00°00'10" West, 132.27 feet; thence North 89°59'50" West 100.00 feet; thence South 00°00'10" West, 352.30 feet to a point on the North Right-of-Way line of I-696 Highway; thence along said North Right-of-Way line North 89°23'00" West, 1862.99 feet; thence North 00°23'10" West, 605.69 feet to a point on the South line of "Duke's Forestbrook Hills No. 1" Sub. (recorded in Liber 87, Page 32 of Oakland County Register of Deeds); thence along the South line of said "Duke's Forestbrook Hills No. 1 Sub." and Duke's Forestbrook Hills Sub." (recorded in Liber 71, Page 2 & 3 of Oakland County Register of Deeds) the following three (3) bearings and dimensions; South 89°52'50" East, 557.10 feet and South 89°44'00" East 368.00 feet and South 89°40'50" East, 545.54 feet; thence leaving the aforementioned South line South 00°00'10" West, 132.00 feet; thence South 89°40'50" East, 495.40 feet to the Point of Beginning. Containing 25.247 acres more or less. Subject to any easement of record and the right of the public in the East 33.00 feet of the North 132.27 feet lying West of the East section line for Inkster Road. Sidwell No. 23-13-426-006.

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

The Southerly Twelve (12) feet of Grantor's land.  
The Right-of-Way is Twelve (12) feet in width.

- 1. Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead and underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
- 2. Access:** Grantee has the right of access to and from the Right of Way Area.
- 3. Buildings 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. Excavation:** As required by Public Act 53 of 1974, MISS DIG must be called on 1-800-482-7171 before anyone excavates in the Right of Way Area.
- 5. Trees, Branches, Bushes and Roots:** Grantee may trim, cut down and remove only those trees or branches that in the opinion of the Grantee interfere with safe clearance from the overhead lines. Grantee may cut or remove only those bushes or roots that in the Grantee's opinion interfere with the installation of poles or equipment. If this agreement affects the Grantor's ornamental trees or shrubbery, no trimming or removal of Grantor's ornamental trees and shrubbery shall occur without prior review and approval by the Grantor, except in the case of emergency. During emergency operations, Grantee agrees to do only what is absolutely necessary for safety and restoration of service and will review activities with Grantor's representatives after emergency operations are complete. In order to eliminate the future need to cut or trim any ornamental trees, the Grantor agrees to obtain approval from the Grantee before any addition of trees occur in the vicinity of the easement.
- 6. 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.
- 7. Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licenses and assigns.
- 8. Indemnification:** Grantee will indemnify Grantor, its officers, directors, employees, and business invitees for any claims for injuries or damages to persons or property, or both, arising directly or indirectly out of Grantee's use of this easement, including, without limitation, such claims as are related to the electromagnetic fields produced by the power line or other improvements constructed by Grantee on, under, or across the easement, except for claims arising out of Grantor's sole negligence. If any claim covered by Grantee's indemnity is brought against Grantor, Grantee will defend the claim at the Grantee's expense. If, after notice from Grantor, Grantee should fail or refuse to defend any such claim, Grantor reserves the right to do so without

\$ 9.00 MISCELLANEOUS RECORDING  
\$ 2.00 REMONUMENTATION  
23 AUG 94 1:41 P.M. RECEIPT# 1702  
PAID RECORDED - OAKLAND COUNTY  
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. 46104

O.K. -S.R.

waiving, releasing, or otherwise impairing Grantor's right to simultaneously or subsequently seek enforcement of Grantee's indemnity with respect to such claim. Grantee will also pay any costs, attorney fees, settlements, awards, or judgements that Grantor incurs or is subject to in the claim. Grantor's indemnity obligation hereunder shall survive the termination of the easement. Grantee agrees to comply with all federal and state statutes, regulations, and rules governing electromagnetic field radiation which are currently in effect or which may hereafter be enacted or promulgated. Grantee agrees at all times to maintain the power line(s) and any related equipment and improvements constructed, erected, installed, or otherwise placed upon the easement in good condition and repair and to monitor the electromagnetic radiation from the same so as to assure that the levels of such radiation are within applicable federal or state requirements, or absent such requirements, that the levels of electromagnetic radiation do not create an unreasonable risk to human health.

Witnesses:(type or print name below signature)

Grantor:(type or print name below signature)

*Dawn Geer*

Michigan National Bank,  
a National Banking Association

Dawn Geer

*John M. Kidle*  
By John M. Kidle

*Diane J. Butler*

Its: First Vice President

Diane J. Butler

Acknowledged before me in Oakland County, Michigan, on January 25, 199~~8~~<sup>4</sup> by John M. Kidle the First Vice President of Michigan National Bank, a National Banking Association, for the National Banking Association.

DIANE J. BUTLER

Notary Public, Oakland Co., MI  
My Comm. Expires Mar 26 199~~8~~<sup>4</sup>

Notary's Stamp

Notary's Signature

*Diane J. Butler*

(Notary's name, county and date commission expires)

RECORDED RIGHT OF WAY NO.

*46104*