

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:

Town 1 North, Range 9 East, Section 13, that part of West 688 feet of Southeast one-quarter (1/4) which lies Northerly of line 197 feet Northerly of (measured at right angle) line described as beginning at point distant South 02°12'34" East 798.17 feet from center of section, thence North 88°48'41" East 1000 feet to point of ending excepting therefrom North 550 feet, containing 0.88 acres, more or less, Oakland County Records. Sidwell No. 23-13-401-002.

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 or 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 or 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, licensees 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 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.

RECORDED RIGHT OF WAY NO. 46105

Witnesses:(type or print name below signature)

Dawn Geer

Dawn Geer

Diane J. Butler

Diane J. Butler

Grantor:(type or print name below signature)

**Michigan National Bank,
a National Banking Association**

John M. Kidle

By: John M. Kidle

Its: First Vice President

Acknowledged before me in Oakland County, Michigan, on January 25, 1997 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, 1996**

Notary's Stamp

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

Notary's Signature

Diane J. Butler

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