

UNDERGROUND UTILITY LICENSE

THIS INDENTURE, made this 20th day of July, 1988, between GENERAL MOTORS CORPORATION, a Delaware Corporation, having a principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, herein called "LICENSOR" and THE DETROIT EDISON COMPANY, a Michigan Corporation, with principal offices located at 2000 Second Avenue, Detroit, Michigan, herein called "LICENSEE".

LICENSOR, in consideration of One or More Dollars [\$1.00] lawful money of the United States, and other good and valuable consideration paid by the LICENSEE, does hereby grant and release unto the LICENSEE, its successors and assigns, a license to enter upon the lands hereinafter described, and to construct, reconstruct, repair, operate, maintain, replace, relocate and remove an underground electric power line or lines, with all necessary poles, conduits, wires, cables, manholes, transformers and accessories, including any guy wires, stubs, anchors and brace poles and such other facilities and equipment as LICENSEE may deem necessary (all collectively referred to as the "ELECTRIC LINES"), for the transmission and distribution of electrical energy, through, upon, over, along, under and across the following described real estate, owned by LICENSOR, situated in the City of Pontiac, County of Oakland, State of Michigan, (and more particularly shown on the attached drawing U1-1-3419 which is made a part hereof), to wit:

DECO

That part of the NE 1/4 of Sec 3, T2N, R10E, Assessor's Plat No. 110, Lot 11, Also part of Sec 3, All being desc as beg at point distant S. 89 degrees 52'40" W. 1893.92 ft., & S. 01 degree 16'51" W. 60.02 ft. from NE Sec corner, th S. 01 degree 16'51" W. 3163.67 ft. to E & W 1/4 line, th S.01 degree 16'51" W. 752.80 ft., th along curve concave easterly, rad 955.37 ft. chord bears S. 17 degrees 00'13" E. 599.47 ft. dist of 609.76 ft. th

17.00
[Signature]

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S. 35 degrees 17'17" E. 648.33 ft., th alg curve concave southwesterly, rad 955.37 ft. chord beard S. 24 degrees 17'17" E. 364.59 ft. dist of 366.84 ft., th S 13 degrees 17'17" E. 241.64 ft. th N. 89 degrees 50'00" W. 39.91 ft, th along curve concave Swly, Rad 5874.58 ft., chord bears N. 30 degrees 25'26" W. 555.89 ft., dist of 556.09 ft. th N 56 degrees 18'10" E 30.56 ft., th N 33 degrees 41'50" W. 204.44 ft., th N. 36 degrees 43'50" W 354.49 ft., th N. 39 degrees 34'50" W. 286.71 ft., th N 45 degrees 24'20" W 110.59 ft. th N 00 degrees 27'52" E 98.97 ft, th N 45 degrees 17'43" W 1259.08 ft. th N 39 degrees 40'50" W. 237.47 ft. th alg curve concave northeasterly, Rad 564.59 ft., chord bears N. 27 degrees 39'13" W 235.29 ft., dist of 237.03 ft., th N 69 degrees 32'05 " E. 929.80 ft., th N 01 degree 46'51" W 266.57 ft., along N & S 1/4 line th S 86 degrees 04'10" E 254.32 ft., th N 01 degree 16'51" E 2386.44 ft., th N 89 degrees 52'40" E. 200.06 ft to point of beginning.
Sidwell No 19-03-126-005

The permission hereby granted includes the right to permit the attachment of the wires and appurtenances of any other company and the right, privilege and authority (1) of ingress and egress for the employees, agents, licensees and representatives of the LICENSEE to, from and over the above described real estate and over adjoining lands of the LICENSOR, (2) to cut and trim any and all trees and shrubbery located within and adjacent to said above described real estate so as to keep the wires and appurtenances free and clear of any obstruction and interference by at least six [6] feet, and (3) to do all other acts and things requisite or necessary for the full enjoyment of the rights, privileges and authority herein granted.

This License is granted subject to the following provisions:

(1) All construction, operations, inspections, repairs and maintenance of the ELECTRIC LINES shall be in conformity with safe practices and shall at all times be in compliance with all local, State and Federal laws, rules and regulations pertaining thereto.

(2) The LICENSEE will repair or replace all fences, gates,

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utility lines, driveways, lanes, parking areas, ditches, drains and landscaping damaged or destroyed in the construction and installation of any improvements to the ELECTRIC LINES or during any inspection, repair or maintenance or removal of same, and shall also immediately thereafter restore the premises to substantially their prior condition upon the completion of any construction or any maintenance or repair work.

(3) The LICENSOR reserves the right, for itself and its lessees, successors and assigns, to use the air and ground above or below the ELECTRIC LINES, provided such use does not unreasonably interfere with or obstruct the rights herein granted. Otherwise, LICENSEE shall quietly enjoy the said premises hereunder.

(4) The LICENSEE shall and does agree to indemnify and save harmless LICENSOR from all loss or damage to property, or injury to or death of all persons, and from all suits, claims, liability or demands in connection therewith resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the ELECTRIC LINES hereunder, except suits, claims, liability or demands due solely to the negligence of LICENSOR.

(5) The LICENSEE agrees that in the event said ELECTRIC LINES are not needed to serve LICENSOR, then within ninety (90) days after receipt from the LICENSOR of a written notice to do so, LICENSEE shall remove or abandon its electrical facilities without cost to the LICENSOR and shall restore the premises to the LICENSOR to substantially the same condition which existed prior to such installation. If LICENSEE fails to remove its facilities within said ninety (90) days period, LICENSOR may cause them to be removed

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and LICENSEE shall pay LICENSOR for the cost of such removal.

(6) The LICENSOR reserves the right to require the LICENSEE to relocate the facilities, upon ninety (90) days prior written notice during the term of this License, but in such event LICENSOR shall provide LICENSEE with another location for the installation and maintenance of said facilities and LICENSOR will reimburse LICENSEE for its entire cost and expense in making such relocation and shall furnish the LICENSEE with a good and sufficient License for said wood or metal pole electrical transmission and distribution lines in such new location.

(7) All notices to be given hereunder by either party shall be in writing and sent by telegram or registered mail. Such notice shall be deemed given as of the date when deposited in any post office or, in the case of a telegram, when given to an employee of the telegraph company for transmission, and if intended for the LICENSOR shall be addressed as follows: The President, the Executive Vice Presidents, the Vice President in Charge of Real Estate, and the Director, GM Facilities, General Motors Corporation, 485 West Milwaukee, Detroit, Michigan 48202; and if intended for the LICENSEE shall be addressed as follows: The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226.

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(8) LICENSEE, by the acceptance of the within License agrees to abide by all of the terms and provisions contained herein.

(9) This License Agreement shall be effective for a period of one [1] year beginning July 1, 1988 and continuing until June 30, 1989. The Agreement shall automatically renew for successive one [1] year periods unless, at least ninety [90] days prior to any anniversary date, either party notifies the other

COMPANY, a Michigan Corporation, by JOSEPH S. CHAMBERS and _____, its DIRECTOR OF ENGINEERING and PLANNING respectively, and acknowledged the execution of the foregoing instrument.

Gerald S. Misiak
Notary Public
My Commission Expires:
GERALD S. MISIAK
Notary Public, Wayne County, MI
My Commission Expires May 27, 1991

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THIS INSTRUMENT PREPARED BY:
JOHN P. HARTWIG, ESQ.
COLOMBO AND COLOMBO
1500 N. Woodward Ave., Suite 100
P.O. Box 1012
Birmingham, Michigan 48012
[313] 645-9300

A

APPLICATION FOR RIGHT OF WAY

DE 963-0811 5-7495 (MS 80)

LOCKDALE SUB.
JOB # 86-070D

Bloomfield Twp

SEC. 3

PLEASE SECURE RIGHT OF WAY AS FOLLOWS.

DATE AUGUST 5, 1987

LOCATION GENERAL MOTORS CORPORATION AT FORMER GRAND TRUNK

APPLICATION NO. _____

RAILROAD-SOUTH OF SOUTH BOULEVARD

DEPT ORDER NO _____

CITY OR VILLAGE PONTIAC

O F. W. NO 6GG9B8/H05

TOWNSHIP BLOOMFIELD COUNTY OAKLAND

BUDGET ITEM NO. _____

DATE BY WHICH RIGHT OF WAY IS WANTED SEPTEMBER 5, 1987

INQUIRY NO. _____

THIS R/W IS _____ % OF TOTAL PROJECT NO. _____ ACCUM. _____ %.

JOINT RIGHT OF WAY REQUIRED YES

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED PROPOSED 30' x 80' D.E. CO. EASEMENT AS SHOWN ON

DRAWING # U1-1-3419

PURPOSE OF RIGHT OF WAY TO INSTALL CONDUIT & CABLE TO SERVE TRANSFORMER 3 OF LOCKDALE SUB.

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SIGNED ROBERT F. BURTWELL

Robert F. Burtwell

520 SERVICE BLDG.
OFFICE

ENGINEERING, PLANNING/LAYOUT
DIVISION SERVICES
DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Recordable underground right of way obtained as requested per attached drawing.

Contacts made by Gerald S. Misiak, Representative, Real Estate, Rights of Way and Claims; Oakland Division.

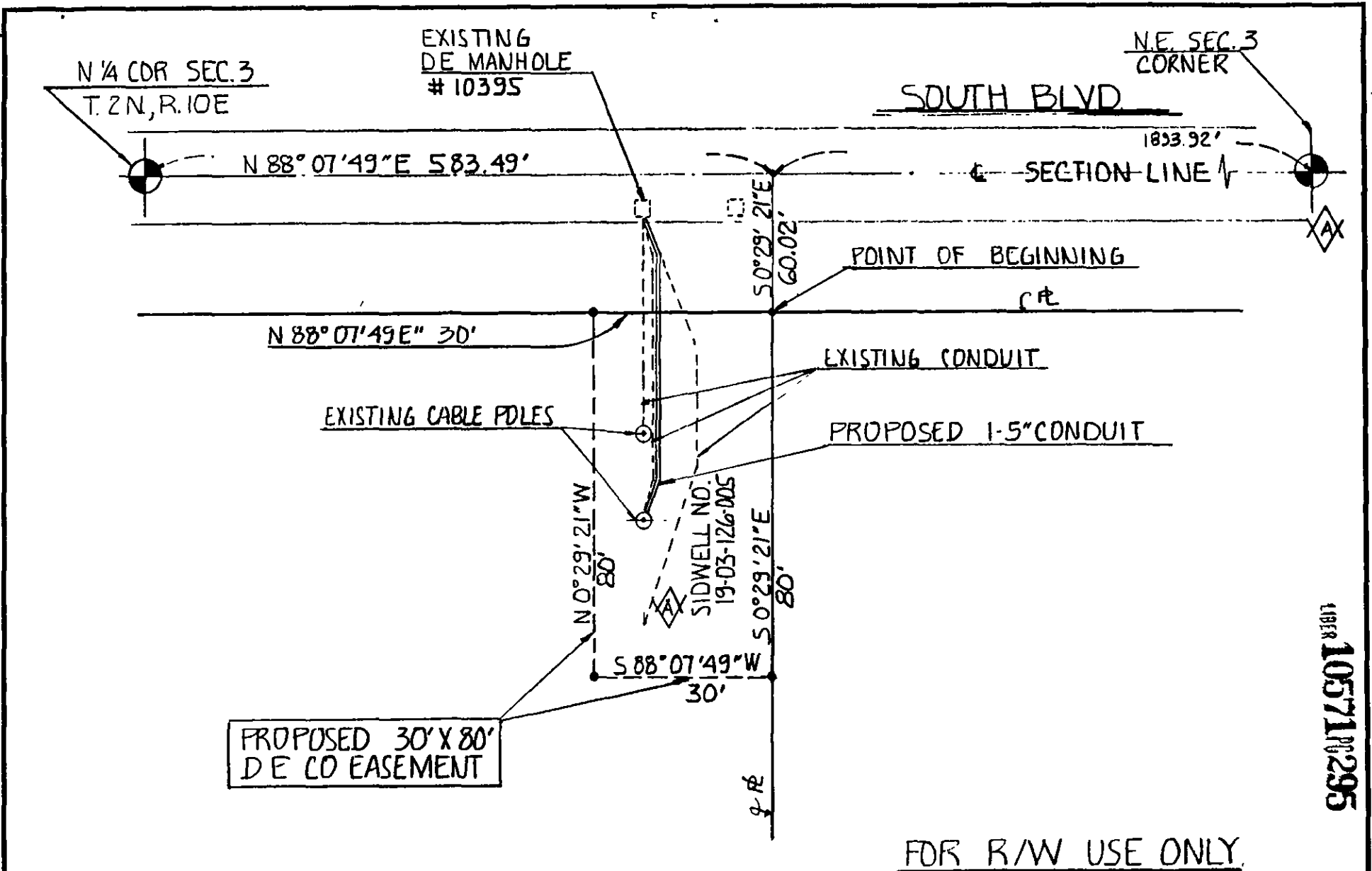
PERMITS IN RECORD CENTER 1 R.E. & R/W DEPT. FILE 1 GRANTOR General Motors

NO OF PERMITS 1 NO. OF STRUCTURES _____ NO OF MILES _____ PERMITS TO MBT 0

DATE August 2, 1988 SIGNED

James D. McDonald

James D. McDonald, Sr. Representative



LIBER 105710295

FOR R/W USE ONLY.

OFW 6669B8/H05

LOCKDALE SUBSTATION

JOB # 86-070D

REV
A

REFERENCE	DRAWN	RRREYES 08-06-87	TITLE	THE DETROIT EDISON COMPANY
R/W FILE NO. 8952	O. K.	RHC 8-6-87	PROPOSED DE CO EASEMENT	
R/W FILE NO 906A P125	APPROVED	<i>[Signature]</i> 8-6-87	GENERAL MOTORS AT FORMER GTRR S OF SOUTH BLVD CITY OF PONTIAC OAKLAND CO.	NO SCALE
				NO. 111-1-3419

DE FORM UL-44 (3900) PTG. 11-85F
CONST DRWG NO. U3-2-9369

RECORDED RIGHT OF WAY NO. 3852

RRR-081187
RHC P. 11/21
DIVISION A.
ADJUD. N.E. SEC. COR. E. DIST