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For good and valuable considerations, the right is hereby granted to The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226, its successors and assigns, to construct, reconstruct, operate and maintain its underground lines for the transmission and distribution of electricity and Company communication facilities including the necessary conduits, fixtures, cables and cable poles, manholes and equipment under and across the property described hereinafter. The rights hereby granted include the right of access to and from the said premises, the right to construct, reconstruct, modify, operate and maintain said line facilities, and to trim or cut down any trees belonging to the grantor, either within said right of way or upon the lands of the grantor adjoining said right of way which, in the opinion of the grantee, at any time interfere with the construction and operation of said line facilities. It is expressly understood and agreed that the grantee shall, at no time, trim or cut down any trees unless, in the grantee's opinion, it is absolutely necessary to do so. Upon the written consent of the grantee, buildings or structures may be placed within said right of way. This grant shall be binding upon the successors and assigns of the grantors. The Company shall reimburse the grantors and assigns for all damage caused by its men, vehicles and equipment in entering said property for the purposes set forth herein. OVER

The property over which this grant is conveyed is situated in the City of Troy, County of Oakland, State of Michigan and further described as follows:

A parcel of land located in Section 8, Township 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as commencing at the N.W. section corner of said Section 8, Township 2 North, Range 11 East, thence along the west section line of said Section 8, South 02°22'46" E., 521.58 feet; thence N. 87°13'07" E., 75.00 feet; thence N. 02°22'46" W., 159.00 feet to the South boundary line of Interstate 75; thence along said south boundary line N. 87°13'07" E., 2295.25 feet; thence S. 07°57'43" W., 439.68 feet to a point of intersection, said point being the POINT OF BEGINNING; thence 70.00 feet along the arc of a curve to the right having a radius of 786.00 feet and a chord bearing of N. 82°46'11" E., 69.98 feet to a point of intersection; thence N. 04°40'44" W., 30.00 feet to a point of intersection; thence 71.72 feet along the arc of a curve to the left having a radius of 816.00 feet and a chord bearing of S. 82°48'12" W., 71.70 feet to a point of intersection; thence S. 07°57'43" E., 30.01 feet to a point of intersection, said point being the POINT OF BEG.

Witness:

Lawrence J. Hahn, II  
LAWRENCE J. HAHN, II

LEVITT RESIDENTIAL COMMUNITIES, INC.

Shirley Jean Olfs  
SHIRLEY JEAN OLFS

By: L. P. Shassian  
L. P. SHASSIAN, VICE-PRESIDENT

Prepared By:  
Paul W. Potter  
1970 Orchard Lake Road  
Pontiac, Michigan 48056

23815 Northwestern Hwy.  
Southfield, Michigan 48075

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF Oakland )

RECORDED  
OAKLAND COUNTY MICHIGAN  
REGISTER OF DEEDS RECORDS  
1973 MAY -9 AM 11:43  
Lynn B. Allen  
CLERK-REGISTER OF DEEDS

On this 7th day of November, A.D. 1973, before me the subscriber, a Notary Public in and for said county, appeared L. P. Shassian to me personally known, who being by me duly sworn did say that they are the Vice-President of Levitt Residential Communities, Inc. and 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 L. P. SHASSIAN and acknowledged said instrument to be the free act and deed of said corporation.

Sec. 8, N 1/2 of  
My Commission Expires: Dec 1 - 1977

Andrew B. Mungons  
Andrew B. Mungons  
Notary Public, Oakland County, Michigan

APPROVED AS TO FORM 3-26-74 DATE  
LEGAL DEPARTMENT

RECORDED RIGHT OF WAY NO. 32943

500

UPPER

150

LIBER 6288 PAGE 675

The right of access to and from the said premises as set forth in this right-of-way shall be limited so that access to the right-of-way shall be directly from a public right-of-way wherever possible.

The Detroit Edison Company shall not unreasonably interfere with the use of Grantor's land either within or outside of the right-of-way area.

The Detroit Edison Company shall restore any portion of the premises disturbed by reason of the exercise of any of the rights granted to Detroit Edison Company herein to the condition the premises were in immediately prior to any such activities or action of Detroit Edison Company.

The Detroit Edison Company at all times agrees to indemnify and hold the Grantor harmless from all claims, demands, causes of action and suits for bodily injury or death to persons, and damage to property arising out of the construction, operation, maintenance, or repair of electrical lines and equipment, and any other activity of Edison in connection with the use of the premises; except, however, that if the claim, loss, damages, cost, charge or expense to which Grantor is subjected arises from the sole negligence of Grantor.

RECEIVED  
MAY 1 1958

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1958

RETURN TO  
J. A. ROBERTSON  
THE DETROIT EDISON COMPANY  
1970 ORCHARD LAKE ROAD  
PONTIAC, MICHIGAN 48052