LIBER 6288 PAGE 672

Bate 157 Nov. 1273

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.

entering said property for the purposes set forth herein. The property over which this grant is conveyed is situated in the \_\_\_City. land located in Section 8, T2N, RILE., City of Troy, Oakland County, Michigan, described as commencing at the N.W. section corner of said Section 8, T2N, RILE., thence along the west section line of said Section 8, 302°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 of Interstate 75; thence along said south boundary line in the section thence S. 07°57'43" W., 439.68 feet to a point of intersection; thence 239.96 feet along the arc of a curve to the right having a radius of 786.00 feet and a chord bearing of N 88°57'52" E., 239.03 feet to a point of tangency; thence S 82°17'22" E., 85.19 feet to a point of curvature; thence 1082.92 feet along the arc of a curve to the right having a radius of 1339.75 feet to a point of tangency being the POINT OF BEGINNING; thence S. 35°58'39" E., 17.00 feet; \*\*\*\*OVER\*\*\*\* Witness: Witness: INCORPORATED Shassian, Vice-President ER REALTY CORPORATION Secretary Paul W. Potter 23815 Northwester Southfield, Michiga 1970 Orchard Lake Rd., Pontiac. Michigan 48056 STATE OF MICHIGAN COUNTY OF Oakland November \_\_\_\_A.D. 19<u>73</u>, before me the On this day of\_ scriber, 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 2 Pointer Enterprises, Incorporated 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 acknowledged said instrument to be the free act and deed of said corporation APPROVED AS TO YOUM 3-24- TO DATE LEGAL LEPALITATE TO A TOTAL County, Michigan Sec. 8; N/201 My Commission Expires!

thence N  $54^{\circ}$ 01'21" E., 30.00 feet; thence N  $35^{\circ}58'39$ " W., 17.00 feet; thence S  $54^{\circ}$ 01'21" W., 30.00 feet to the POINT OF BEGINNING.

## Containing 0.012 acres.

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 immediate by prior to any such activities or action of Detroit Edison Company. 

The Detroit Edison Company at all times agrees to indemnify and hold the Granter 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. 

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On this 28th day of Nove	A.D. 1973, before me the sub-
scriber, a Notary Public in and for said county, appeared	
to me personally known, who being by me duly sworn did say that they are the Assistant	
Secretary and	
of Chrysler Realty Corporation	and the second
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	
John E. Schippel and	1986
acknowledged said instrument to be the free act and deed	
	Betty J. Tomlins Stilly Granins
	Notary Public, Oakland County, Michigan
	RETURN TO

J. A. ROBERTSON My Commission Expires: February 9, 1975 THE DETROIT EDISON-COMPANY- .... 1970 ORCHARD LAKE ROAD

PONTIAC, MICHIGAN 48053

