

JULY 17, 1989

For good and valuable consideration of system betterment, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan hereinafter referred to as "EDISON," the right to construct, reconstruct, modify, add to, operate and maintain underground line facilities consisting of poles, conduits, wires, cables, manholes, transformers and accessories required to provide electric service in, under, upon and across property located in the city of Troy, County of Oakland, State of Michigan, further described as:

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Part of W. 1/2 of N.W. 1/4 of Section 34, T2N, R11E, beginning at a point distant N. 89°59'30" E. 235.00 ft. from N.W. Section corner, thence N. 89°59'30" E. 570.00 ft., thence S. 00°02'15" W. 780.00 ft., thence S. 89°50'30" W. 805.00 ft., thence N. 00°02'15" E. 570.00 ft., thence N. 89°59'30" E. 235.00 ft., thence N. 00°02'15" E. 210.00 ft. to beginning, except beginning at a point distant N. 89°59'30" E. 757.00 ft. & S. 00°02'15" W. 60.00 ft. from N.W. Section corner, thence S. 00°02'15" W. 205.00 ft., thence S. 89°59'30" W. 198.00 ft., thence N. 00°02'15" E. 205.00 ft., thence N. 89°59'30" E. 198.00 ft. to beginning, also except W. 60 ft. and N. 60 ft. taken for road.

Sidwell No. 20-34-101-021

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as shown on the attached drawing 0-9465 which is made a part hereof.

The right of way is six (6) feet in width.

The rights hereby granted include the right of access to and from the rights of way and the right to trim, cut down or otherwise control trees, brush or roots of any kind either within the right of way or on property adjoining the right of way which in the opinion of EDISON interferes with the construction or operation of the line facilities. It is expressly understood and agreed that EDISON shall, at no time, trim or cut down any trees unless, in EDISON'S opinion, it is absolutely necessary to do so EDISON shall restore premises to its original condition or as near as can be in the event of damages caused by its employes, contractors, vehicles and equipment entering premises for the purposes set forth herein. Edison hereby agrees to indemnify and hold Grantors harmless (including reasonable attorney's fees) from any and all claims and damages arising out of and in connection with the actions of Edison, its employees, agents and contractors at the above property.

No buildings or structures are to be placed within said right of way herein granted without the written consent of EDISON.

Except as presently exists

This grant is declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.

IN WITNESS WHEREOF the undersigned have hereunto set their hand(s) on the date of this agreement.

Witnesses:

Grantors:

Aileen S. Carlsson, Ruth E. Priest

Jerome C. Hirsch, Nancy Hirsch, his wife

700 O.K. - RR

Gerald S. Misiak/vkc Prepared by: The Detroit Edison Company 30400 Telegraph Road, Suite 277 Birmingham, MI 48010

29100 NorthWestern Hwy. Address: 290 Franklin Center

APPROVED AS TO FORM 8/23/89 DATE LEGAL DEPARTMENT

Southfield, Mich. 48034-1090

RECORDED RIGHT OF WAY NO. 39963

State of Michigan)
County of Oakland) SS:

On this 17th day of July, 1989, the foregoing instrument was acknowledged before me, a notary public in and for said county, by Jerome C. Hirsch and Nancy Hirsch, his wife.

My Commission Expires: AILEEN S. CARLSSON
NOTARY PUBLIC - OAKLAND COUNTY, MICH
MY COMMISSION EXPIRES 8-17-92

Aileen S. Carlsson

Notary Public, Oakland
County, Michigan

RECORDED RIGHT OF WAY NO. 39963