

UNDERGROUND EASEMENT (RIGHT OF WAY) NO. R-9200437-01

On April 13, 1992, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

Wattles Pointe Limited Partnership, a Michigan Limited Partnership, 2025 W. Long Lake, Suite 104, Troy, Michigan 48098-4100

"Grantee" is:

The Detroit Edison Company, a Michigan Corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in the City of Troy, Oakland County, described as:

Part of the East one-half (1/2) of the Southeast one-quarter (1/4), Section 13, Town 2 North, Range 11 East, Wattles Pointe Subdivision, Lot 67, as recorded in Liber 215, Page 29 of Plats, Oakland County Records. Sidwell No. 20-13-426-097.

The "Right of Way Area" is a part of Grantor's Land and is described as:

The West Six (6) feet and the South Six (6) feet of the above-described property.

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain 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, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences shall be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee shall not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
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.

215029

RECORDED RIGHT OF WAY NO. 44056

O.K. — LM

Witnesses:(type or print name below signature)

Grantor:(type or print name below signature)

WATTLES POINTE LIMITED PARTNERSHIP

Joyce E. Kuhn
Joyce E. Kuhn

Teri Friedman
Teri Friedman

Andrew M. Coden
Andrew M. Coden

ITS: ATTORNEY AND AGENT

7.00
2.00 RMT

Acknowledged before me in Oakland County, Michigan, on April 13, 1992 by Andrew M. Coden, the Attorney and Agent of WATTLES POINTE LIMITED PARTNERSHIP, a Michigan Limited Partnership, for the Limited Partnership.

MSC REG/DEEDS FRII
0001 OCT.21.92 01:16PM
8889 MISC 7.00

Notary's Stamp JOYCE E. KUHN
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 4-13-93

Notary's Signature Joyce E. Kuhn

Prepared by and Return to: James D. McDonald, 30400 Telegraph Road, Suite 2770, Birmingham, Michigan 48025/KAD

MSC REG/DEEDS FRII
0001 OCT.21.92 01:16PM
8889 RMT FEE 2.00