

OVERHEAD EASEMENT (RIGHT OF WAY) NO. O-1291

On Jan 13, 1992, 1991, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: CO-PARTNERSHIP

BDR-20 Associates, a Michigan 560 Kirts Blvd., Ste. 100, Troy, Michigan 48084

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226
Michigan Bell Telephone, a Michigan corporation, 444 Michigan Avenue, Detroit, Michigan 48226
United Artist of Oakland County, Inc., a Michigan Corporation, 4500 Delemere Blvd., P.O. Box 1049, Royal Oak, Michigan 48073

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

Lot 21 Supervisor's Plat of Butterfield Farm part of the NE 1/4, Sec 29, T2N, R11E, Troy Township as recorded in Liber 48, page 44 of Plats, Oakland County Records. Sidwell No. 20-29-226-032.

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

The north 10 feet of the S 241 feet of the easterly 25 feet.

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.

2. Access: Grantee has the right of access to and from the Right of Way Area.

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8891 MISC 7.00

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.~~

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4. Trees, Bushes, Branches or Roots: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area (or that could grow into the Right of Way Area) that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.

5. 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.

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6. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, licensees, licensees and assigns.

O.K. — LM

7. Grantor Notice Edison Expense Remove Line: Upon sixty (60) days' written notice from the Grantor, The Detroit Edison Company, shall, at its own expense, remove its facilities to make way for buildings in the course of erection or other improvements on said land.

Witnesses:(type or print name below signature)

Michael L. Kahan

MICHAEL L. KAHAN

Jeffrey J. Kahan

Jeffrey J. Kahan

Grantor:(type or print name below signature)

BDR-20 ASSOCIATES, A MICHIGAN CO-PARTNERSHIP *Robert Weltman*

MANAGING PARTNER
DR-20 ASSOCIATES

Acknowledged before me in Oakland County, Michigan, on Jan. 13, 1992, 1991 by ROBERT WELTMAN the Managing Partner of BDR-20 ASSOCIATES, a Michigan CO-Partnership

ANNIE P. GRIMMETT

Notary's Stamp Notary Public, Oakland County, MI
My Commission Expires Oct. 3, 1995

Notary's Signature *Annie Grimm*

RECORDED RIGHT OF WAY NO. 497744