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HAWK LAKE APARTMENTS

Detroit Edison

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Right of Way Agreement

DEC 12, 1984

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the City of Walled Lake, Oakland County, Michigan, and more particularly described on the attached Appendix "A", with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

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Said easements shall be Ten (10) feet in width unless otherwise indicated and their route is described as follows: Underground lines are to be located in accordance with attached drawing No. 07823 which is made a part hereof.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

- 1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES' equipment.
- 2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.
- 3. If the lines or facilities of UTILITIES are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.
- 4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licenses and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date.

Witnesses:

Jerome A. Isler  
 JEROME A. ISLER

James D. McDonald  
 JAMES D. McDONALD

Grantors:

Daniel Gill  
 Daniel Gill

Sophie Gill  
 Sophie Gill, his wife

RECORDED RIGHT OF WAY NO. 35547

Prepared By: \_\_\_\_\_  
 James McDonald  
 The Detroit Edison Company  
 30400 Telegraph, Room 264  
 Birmingham, Michigan 48010

Address: 19404 Addison  
 Southfield, Michigan 48075 15.00

"This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto."  
 DE 963-4187 10-79 CS (DE URD-MBT)

H.O.  
[Signature]