

Detroit Edison

**Real Estate and Rights of Way
Underground
Right of Way Agreement**

LIBER **11619** PC **186**

July 12, 1990

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 services in, under, upon, over and across property located in the City of Lake Angelus, County of Oakland, State of Michigan, further described as follows:

Beginning at a point S. 02°23'00" W. 1654.05 ft., & S. 59°00'30" W. 1316.16 ft., from the N.E. corner of section 1, T3N, R9E, Waterford Twp., Oakland County, Michigan, thence S. 09°08'20" E. 1069.15 ft., thence S. 00°45'20" E. 781.60 ft., to the S. line of the N.E. 1/4 of the S.E. 1/4 of said section 1, thence along said line N. 86°19'40" W. 115.68 ft., thence N. 06°06'10" W. 719.54 ft., thence N. 06°06'10" W. 148.67 ft., thence N. 36°55'34" E. 160.49 ft., thence N. 07°18'08" W. 287.25 ft., thence N. 80°51'40" 36 ft., thence N. 09°08'20" W. 543.28 ft., thence N. 59°00'30" E. 21.55 ft., to the point of beginning; excepting therefrom the existing highway easement over the Northerly 35.55 ft., of the above description; according to a certain survey by Giffels Engineering Co., dated October 10, 1955:

Sidwell No. 13-01-426-006

#33 FEB 22 1990
0001 NOV 21 50 104418
9498 MISC

As shown on the attached drawing Ø-9881R1 dated 6/11/90 which is made a part hereof.

The right of way is Ten (10') ft. in width.

The rights hereby granted include the right of access to and from the right 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 the 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 the 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.

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

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:

DE 201

11.00

Sandra L. Edwards
Sandra L. Edwards

Roy W. Johnson
Roy W. Johnson

Jean Anglim
Jean Anglim

Margaret M. Johnson
Margaret M. Johnson, His Wife

O.K. - LM

Prepared by: Annie P. Grimmett/nkg
The Detroit Edison Company
30400 Telegraph Road, Suite 277
Birmingham, Mi 48010

Address: 2215 N. LAKE ANGELUS
PONTIAC MICH. 48055

RETURN TO
J. D. McDONALD
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 277 OAKDH
BIRMINGHAM, MICHIGAN 48010

APPROVED AS TO FORM 7/24/90 DATE
LEGAL DEPARTMENT

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