

DTE Electric Company Overhead Easement (Right of Way) No. [INSERT NUMBER]

On _____, 20__, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive overhead easement ("Right of Way") in, on, and across that part of Grantor's Land to be referred to herein as the "Right of Way Area".

"Grantor" is: [INSERT NAME AND ADDRESS OF GRANTOR]

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza Drive, Detroit, Michigan 48226
[IF REQUIRED, INSERT NAME AND ADDRESS OF ANY ADDITIONAL GRANTEE]

"Grantor's Land" is in [INSERT THE QUARTER SECTION, P.C./SECTION NUMBER, TOWN, RANGE, NAME OF THE CITY/VILLAGE/TOWNSHIP], County of [INSERT THE NAME OF THE COUNTY], and State of Michigan, and is described as follows:

[INSERT LEGAL DESCRIPTION OR STATE THAT "THE LEGAL DESCRIPTION IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF."]

Tax Identification Number(s): [INSERT TAX IDENTIFICATION NUMBER]
More commonly known as: [INSERT STREET ADDRESS, IF APPLICABLE]

The "Right of Way Area" is a _____ (____') foot wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described as follows:

[INSERT LEGAL DESCRIPTION OR STATE THAT "THE LEGAL DESCRIPTION OR EASEMENT DRAWING IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF."]

Tax Identification Number(s): [INSERT TAX IDENTIFICATION NUMBER]
More commonly known as: [INSERT STREET ADDRESS, IF APPLICABLE]

- Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain overhead utility facilities which may consist of poles, guys, anchors, wires, transformers and accessories.
- Access:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area over and across Grantor's Land.
- Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.
- Excavation:** Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.
- Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in the Right of Way Area.
- Restoration:** If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or

cost of any improvements located within the Right of Way Area, including, but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

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

8. **Exemptions:** This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

9. **Governing Law:** This Right of Way shall be governed by the laws of the State of Michigan.

Grantor:

(Note: If commercial entity, type entity name)

By: _____

Name: _____

Title: _____
(if Grantor is an entity)

Acknowledged before me in _____ County, Michigan, on _____, 20____, by _____, [, the _____ of _____].	
Notary's Stamp _____ Acting in _____ County, Michigan	Notary's Signature _____

Drafted by and when recorded, return to: _____