

LICENSE AGREEMENT

AGREEMENT, made this 10th day of April 1984, between GENERAL MOTORS, a Delaware corporation, having its principal place of business at 3044 West Grand Boulevard, Detroit, MI 48202, hereinafter referred to as Licensor, and THE DETROIT EDISON COMPANY, a Michigan corporation at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as Licensee.

W I T N E S S E T H :

In consideration of ONE DOLLAR (\$1.00) in hand paid by the Licensee to the Licensor, the receipt whereof is hereby acknowledged, the Licensor hereby grants permission to the Licensee for the use of a ten (10) foot wide parcel of land to construct, operate, maintain and repair poles for electrical transmission, distribution and communication lines, together with guy wires and anchors, over and along that portion of Licensor's land in the City of Romulus, County of Wayne, and State of Michigan, more particularly described as follows:

The easterly ten (10) feet of the West 1/2 of Section 5, Town 3 South, Range 9 East, except that portion beginning at the NW corner of Section 5, thence South 0°10'48" West, 60 feet, thence North 89°53'02" East, 1829.39 feet and South 87°15'50" East, 637.66 feet and South 89°33'10" East, 42.50 feet; thence North 0°01'30" West, 100 feet; thence South 89°33'10" West, 2671.14 feet to the Point of Beginning - also excepting the South 2178.76 feet of the North 2238.76 feet of the West 222 feet; also excepting East 42.50 feet, also excepting the South 60 feet, also East 1/2 of Southeast 1/4 of Section 6 except South 60 feet. 371.72 acres.

The route of the line facilities described as follows:

In a northerly and southerly direction across said land along and adjacent to the east property line thereof.

The route of said electrical transmission, distribution and communication lines is parallel and adjacent to easterly property line and is a replacement of existing lead. Licensee will remove existing facilities and a new lead will be constructed. Licensee covenants that Licensor will be permitted to have their communication lines on Licensee's poles.

RECORDED RIGHT OF WAY MAP

3/10/84

It is agreed between the parties hereto as follows:

(1) This License shall commence January 1, 1984, to December 31, 1984 and continue thereafter <sup>on a year-to-year basis</sup> until cancelled by either party upon one hundred eighty (180) days written notice, one to the other.

(2) The License hereby granted includes the right to transmit electric energy over said poles for electrical transmission and distribution lines for light, heat, power, signal and communication purposes and all other purposes for which electricity may be used, the right to enter upon said land for the purposes of erecting said lines consisting of poles, towers, transformers, crossarms, wires, cables, anchors, guys, fixtures and appurtenances thereto belonging, and the right to patrol, operate, maintain, repair, improve, enlarge, and replace or remove the same, and the right to trim, remove, destroy or otherwise control any trees or brush which may, in the opinion of the Licensee, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said poles for electrical transmission and distribution lines. This License is granted for the purpose of Detroit Edison customers in the general area and is subject to easements and restrictions of record and those matters which an accurate survey would disclose.

(3) The Licensee shall install, maintain, use and remove said power lines in accordance with the rules and regulations of such State, Federal or other regulatory body or commission having jurisdiction thereof and in accordance with commonly accepted practices of safety usually prevailing in the installation and maintenance of electric power lines.

Licensor will have permission to place attachments on the newly installed poles.

(4) The Licensor shall not be responsible for any defect or change of condition in Licensor's premises. The Licensee shall indemnify and save harmless the Licensor from any and all loss or damage to property or injury or death of any and all persons or from any suits, claims, liability, or demands in connection therewith, resulting directly or indirectly by reason of the

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installation, operation, maintenance, renewal, use, existence or removal of said power lines; except where such suits, claims, liabilities or demands are caused by the negligence of Licensor, its agents, employes or contractors.

(5) The Licensee shall repair and replace all fences, gates, utility lines, driveways, drains or ditches, parking areas and landscaping damaged or destroyed in construction, installation or maintenance of said poles for electrical transmission and distribution lines at its sole cost and expense.

(6) The Licensor agrees that no building, obstruction or improvement of any kind shall be placed on the license area without the prior written approval of the Licensee.

(7) The Licensor reserves the right to require the Licensee to relocate the facilities upon one hundred-eighty (180) days prior written notice during the term of this License, but in such event Licensor shall provide Licensee with another location for the installation and maintenance of said facilities and Licensor will reimburse Licensee for its entire cost and expense in making such relocation and shall furnish the Licensee with a good and sufficient License for said poles for electrical transmission, distribution and communication lines in such new location.

(8) All notices to be given hereunder by either party shall be in writing and sent by telegram or registered mail. Such notice shall be deemed given as of the date when deposited in any post office or, in the case of a telegram, when given to an employe of the telegraph company for transmission, and if intended for the Licensor, shall be addressed as follows: Director of Real Estate and Property Management, General Motors Corporation, 485 West Milwaukee Avenue, Detroit, Michigan 48202; and if intended for the Licensee shall be addressed as follows: Director, Real Estate and Rights of Way, The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226.

(9) The Licensor reserves the right to the full use and enjoyment of the aforesaid premises, including but not limited to the maintenance of the underground improvements, provided such use shall not unreasonably interfere with the within License.

RECORDED RIGHT OF WAY NO.

34977

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

In the presence of:

GENERAL MOTORS CORPORATION

[Signature]

BY: T. O. Mathues

[Signature]

BY: T. O. Mathues  
Vice President

S. A. Ocelnik

THE DETROIT EDISON COMPANY

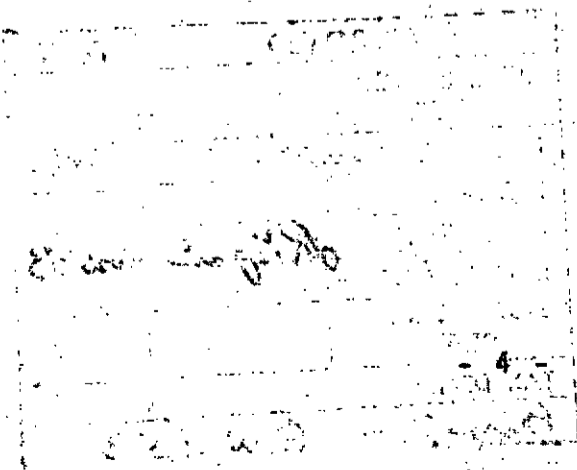
Freddie C. Bryant  
FREDDIE C. BRYANT

BY: [Signature]  
ROBERT R. TEWKSBURY, DIRECTOR

BY: [Signature]  
Real Estate and Rights of Way Dept.

EXECUTION RECOMMENDED  
ARGONAUT REALTY  
BY [Signature]

RECORDED RIGHT OF WAY NO. 34977



APPROVED BY: [Signature]  
DATE: 12/15/83

APPROVED BY: [Signature]  
DATE: 12/15/83

APPROVED BY: [Signature]  
DATE: 12/15/83

APPROVED	DATE
BLDG. & PROP. DEPT.	
DIV. CHG. [Signature]	12/15/83
INS. DEPT.	
LICEN. DEPT.	
RE & DEV. DEPT.	[Signature] 12-15-83
SYSTEM ENG. DEPT.	
TAX DEPT.	

Project No. GW1153  
C8115

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RECORDED FIRST OF WAY NO. 34977

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RECORDED  
RIGHT OF WAY NO.

24977



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

In the presence of:

[Signature]

[Signature]

E. A. Ocelnik

[Signature]

FREDDIE C. BRYANT

GENERAL MOTORS CORPORATION

BY: [Signature]

T. O. Mathues  
Vice President

THE DETROIT EDISON COMPANY

BY: [Signature]  
ROBERT R. TEWKSBURY, DIRECTOR

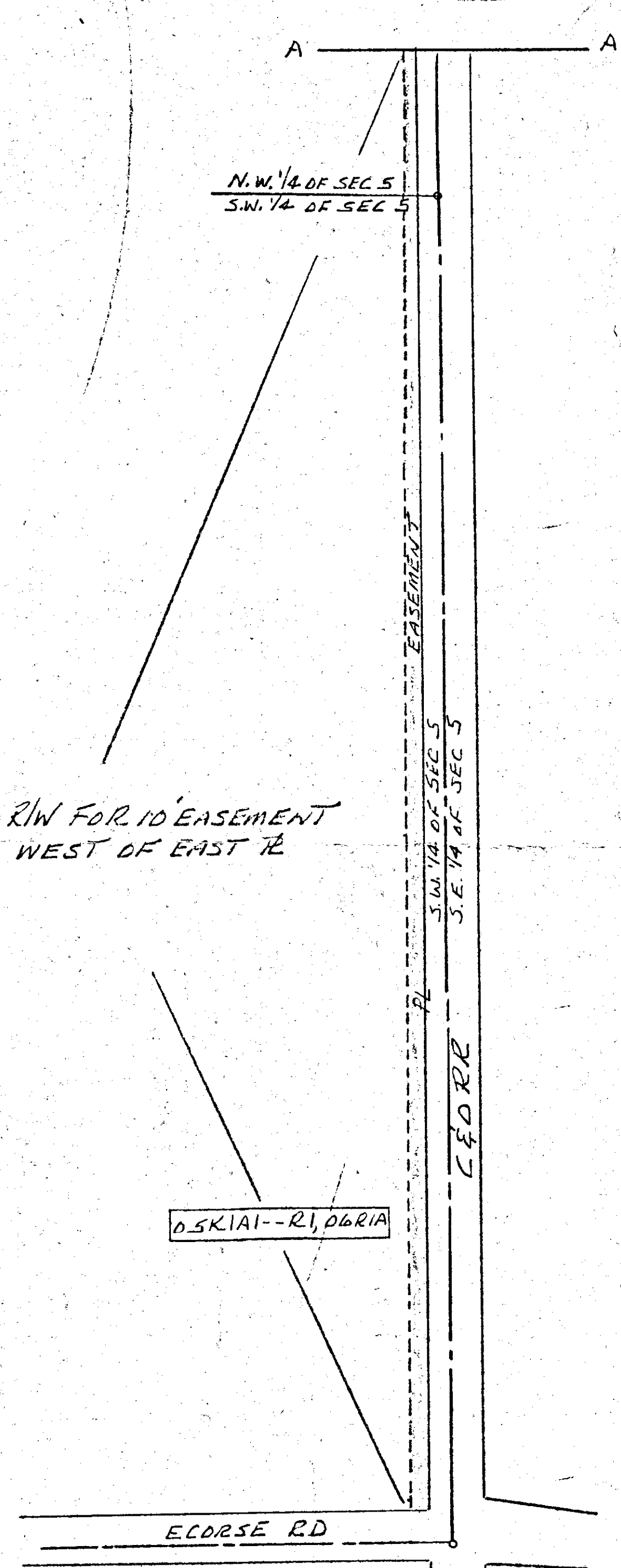
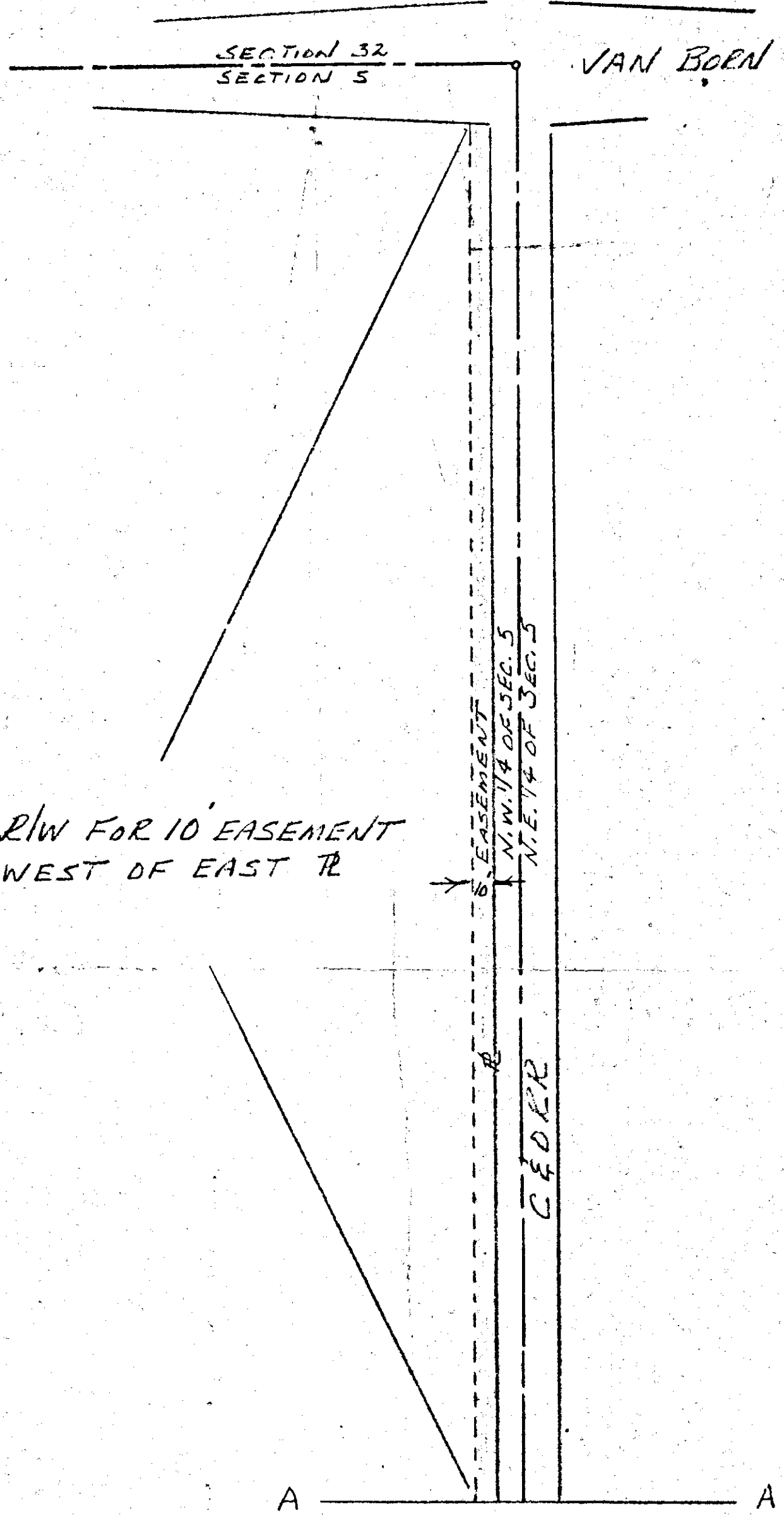
Real Estate and Rights of Way Dept.

EXECUTION RECOMMENDED  
ARGONAUT REALTY  
BY [Signature]

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Handwritten notes and stamps in a grid format, including the name 'EM 1123' at the bottom.



**NOTE!**  
 EXISTING FACILITIES ARE NOT REUSABLE AND WILL REQUIRE REMOVAL, AND A NEW LEAD WILL BE CONSTRUCTED IN EASEMENT 5' WEST OF EAST R

RECORDED RIGHT OF WAY

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REPORT OF RECORDS AND RIGHTS OF WAY DEPARTMENT, NEW STANDARD, AS INDICATED ON THIS SHEET	PERMITS TO:
BY: <u>G. MISIAC</u>	RECORD
DATE: <u>4/23/84</u>	GENERAL
	ANY LINES
	ALT
	ORIGINATOR
	FINAL

<b>LEGEND</b> ○ FOREIGN POLE ○ EXIST. D.E. CO. POLE ● PROPOSED POLE ○ EXIST. ANCHOR ○ PROPOSED ANCHOR ○ TREE --- 120/240 V LINE --- 4800 V LINE --- 13,200 V LINE --- 48,000 V LINE	<b>THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT</b>			
	CITY OR TWP. COUNTY <u>CITY OF ROMULUS</u>	QTR. & TWP. SECT. NO. <u>33 9E</u>	JOINT R/W REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	DEPT. ORDER NO. <u>W-7554</u>
MAP SECT. <u>33 9E</u>	PROJECT NAME <u>ACQUISITION OHL EASEMENT</u>	TEL. ENG'R. & DIST.	PROJ. OR PART NO.	
CIRCUIT	REASON <u>ACQUISITION OHL EASEMENT</u>	PLANNER <u>G. MISIAC</u>	BUDGET ITEM NO.	
SCALE <u>1"=200'</u>	DATE <u>5-12-83</u>	DE FORM PL-181 4-74 PFG. 7-78		

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