

*Monguagon Twp
5-30*

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that MONSANTO COMPANY, a Delaware corporation (hereinafter called "Monsanto"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, subject to the terms, reservations, covenants and conditions hereinafter set forth, and without any warranty, express or implied, unto Grantee, its successors and assigns, the non-exclusive right and easement to construct, reconstruct, operate and maintain overhead and underground line facilities for one 24 KV electric service, consisting of poles, guys, anchors, conduits, wires, cables, manholes, transformers, together with all necessary and related fixtures, accessories and appurtenances thereto (hereinafter called "Facilities") in, on, over or across that certain tract or parcel of land (hereinafter called the "Easement Area"), situated in the City of Trenton, County of Wayne, State of Michigan, being more particularly described in Exhibit A hereto and generally as shown on the plat marked Appendix A hereto, together with (i) the right of access to and from the Facilities during all reasonable periods over the Easement Area for the purpose of exercising the right and easement above granted; (ii) the right to trim or cut down or cause to be trimmed or cut down, at any time and from time to time, any and all brush, saplings, trees, over-hanging branches or other vegetation of Monsanto upon the Easement Area which interferes with the construction, maintenance or use of, or endangers the safety of, the Facilities; and (iii) the right to remove at any time any or all of the Facilities erected in, on, over or across the Easement Area by virtue hereof.

90212205

RECORDED RIGHT OF WAY NO. 41363

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, subject to the foregoing and to the following terms, reservations, covenants and conditions:

1. The rights, privileges and easements herein granted are subject to any and all existing restrictions, liens or encumbrances, or existing rights or interests of any third persons parties, in, to or affecting any of the Easement Area, whether not of record.

2. Grantee shall be liable for, and shall defend, indemnify and hold harmless Monsanto, its officers, directors, employees,

FORESTER YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MI

90 DEC 14 PM 3:01

270 BA

APPROVED AS TO FORM 11/26/90 DATE
LEGAL DEPARTMENT YPPA

agents, licensees and contractors from and against, any and all liability, claims, suits, judgments, damages, losses, costs and expenses, including legal fees and costs of defense on account of injury to or death of any person, or damage to or loss or destruction of any property, including but not limited to crops, livestock or other property of Monsanto or of any of Monsanto's tenants, caused by or connected with Grantee's exercise or purported exercise of any of the rights, privileges and easements herein granted, or of any act, omission or neglect of Grantee, its officers, directors, employees, agents, licensees and contractors, in constructing, reconstructing, using, operating, maintaining or removing the Facilities or any part thereof. It is the intent of the parties hereto that the foregoing indemnity obligations of Grantee and/or liabilities assumed by Grantee be without limit and without regard to the cause or causes thereof, including but not limited to the negligence of Monsanto whether such negligence is joint or concurrent, active or passive; provided, however, the foregoing covenants shall not apply with respect to any such injury, death, damage, loss or destruction caused by the sole negligence of Monsanto, its officers, directors, employees, agents, licensees and contractors or caused by the concurring negligence of Monsanto and a third party (other than Grantee, its officers, directors, employees, agents, licensees and contractors).

3. Grantee, at its sole cost and expense, shall perform all work necessary in connection with the construction, reconstruction, use, operation, maintenance, or removal of the Facilities in a good and workmanlike manner in conformance with sound and acceptable engineering practices and, if requested by Monsanto, in accordance with plans previously submitted to and approved by Monsanto, shall after the initial installation or subsequent disturbance of the Easement Area for any such purpose, restore the Easement Area to substantially the same condition as before the installation or any subsequent disturbance, leaving the Easement Area neat and clean. All work and restoration, including the time and manner of performing the same, shall each conform to the reasonable requirements of Monsanto, as made known from time to time. The Facilities shall at all times be constructed, kept and maintained in a safe condition and in full compliance with all applicable federal, state, municipal or other laws, statutes, regulations, ordinances and orders.

RECORDED RIGHT OF WAY NO.

41363

4. Grantee shall replace any existing fence owned by Monsanto and removed or damaged by Grantee with fence of comparable quality.

5. In the event the Grantee shall, in whole or in part, (a) abandon the use of said Facilities; (b) remove and within a period of one year after such removal, shall not have reconstructed or replaced said Facilities; or (c) fail to construct or install the Facilities within two (2) years after the date of this Easement, any of such events being hereinafter called "Abandonment," the rights, privileges and easements hereby granted as to the portion or portions of the Easement Area affected by such Abandonment shall expire and terminate at the time of such Abandonment; whereupon Monsanto shall have the same and complete title to the Easement Area affected as if these presents had never been executed and the right to enter thereon and exclude the Grantee therefrom.

6. At any time or from time to time upon request from Monsanto but at Monsanto's cost, Grantee shall relocate, alter, or adjust the Facilities or any part thereof in accordance with Monsanto's wishes, provided that if in the course of such relocation, alteration, or adjustment Monsanto requires Grantee to vacate the Easement Area, Monsanto shall provide other reasonable and adequate location for such Facilities. Grantee shall provide Monsanto with an itemized and verified statement of the actual costs incurred by Grantee by reason of any such relocation, alteration or adjustment.

7. Except as herein specifically granted to Grantee, Monsanto reserves and excepts all right, title and interest in and to the Easement Area, and the right to use, occupy, possess and enjoy the Easement Area for any purpose and in any manner whatsoever, including but not limited to the right to construct, erect, place, keep, maintain, operate and renew, on, beneath or above the surface of the Easement Area any gas mains, pipelines, telephone, telegraph, power or communication lines, roadways, parking areas, sewer lines, buildings, utilities, facilities and appurtenances to any of the foregoing and other facilities and improvements of similar or different character; provided, however, that subject to the provisions of paragraph 6 hereof, Monsanto shall not, after the date of this instrument, construct, erect, or place any additional facilities or improvements in the

RECORDED RIGHT OF WAY NO.

41363

Easement Area in a manner which would interfere unreasonably with the rights granted to Grantee pursuant hereto.

8. This easement shall be governed and construed by the law of the State of Michigan.

9. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of this 5th day of November, 1990.

ATTEST:

MONSANTO COMPANY

abc
[Signature]
Assistant Secretary

By *abc* [Signature]
Lloyd J. Boesch, Jr.
Director, Manufacturing
Detergents & Phosphates
Division; Monsanto
Chemical Company, an
operating unit of
Monsanto Company

ATTEST:

THE DETROIT EDISON COMPANY

[Signature]
ASSISTANT Secretary

By [Signature]
Paul W. Potter, Director -
Corporate Real Estate

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 5th day of November, 1990, the foregoing instrument was acknowledged before me, a notary public in and for said county by Lloyd J. Boesch, Jr. whose title is Director, Manufacturing, Detergents & Phosphates Division,

RECORDED RIGHT OF WAY NO. 41363

EXHIBIT A

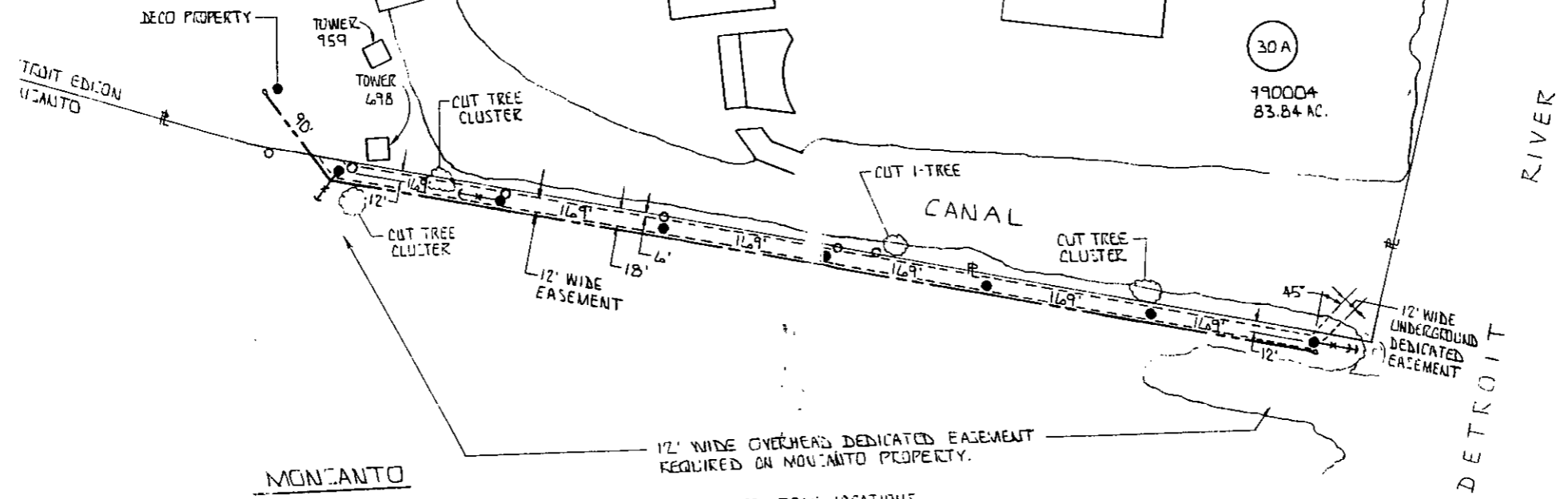
An easement 12 feet in width lying 6 feet on each side of a centerline, situate in part of the West 1/2 of Section 30, T. 4 S., R. 11 E., described as follows, to-wit:

Commencing at the intersection of the Easterly line of West Jefferson Avenue, 120 ft. wide, and the Easterly extension of the Northerly boundary line of East Lake Erie Highlands Subdivision, according to the plat thereof as recorded in the Office of the Register of Deeds for Wayne County, Michigan, in Liber 30 of Plats on Page 49, said commencement point being 1601.35 ft. distant Easterly, measured along said Northerly boundary line on a course N. 88°, 23'23" E. from the intersection of said Northerly boundary line of said subdivision with the North & South quarter section line of said Section 25; thence along the easterly line of West Jefferson Avenue N. 23°08'23" E. 352.48 ft. and N. 22°49'23" E. 1585.20 ft. to a point on the common boundary line between Monsanto Company and The Detroit Edison Company; thence S. 72°33'32" E. along said common boundary line a distance of 1137.72 feet to the point of beginning, thence S. 23°08'23" E. a distance of 18 feet to a point, thence S. 78°15'37" E. and parallel with said common boundary line a distance of 1129.50 feet, more or less, to the thread of the Detroit River and the point of ending.

RECORDED RIGHT OF WAY NO. 41363

590A2a2
590A2a2
25D4b

990006
14.74 AC.



25D3b
590A2b2

990003
47.49 AC.

PROPOSED POLE LOCATIONS ARE STAKED IN FIELD.

NOTE

1. POLE SPACING DIMENSIONS ARE APPROXIMATE AND COULD VARY ± 5%.

REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH		PERMITS (S)
BY		RECORD CENTER
DATE WANTED	8-13-90	R/W FILES
DISTRICT FIELDMAN		MBT
		ORTHOMAN
		TOTAL

THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT			
CITY OR TWP.	COUNTY	QTR. & TWP. SECT. NO.	DEPT. ORDER NO.
TRENTON	WAYNE	P.C. 590	
MAP SECT.	TOWN	RANGE	JOINT R/W REQUIRED
1-310-27B	T.4S.	R.11E.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
PROJECT NAME	TEL. ENGR. & DIST.		PROJ. OR PART NO.
GROSSE ILE PROJECT 1991			06L4D
CIRCUIT	G.P.W. S.O. OR P.E. NO.		BUDGET ITEM NO.
TRK 1104ST - 24KV	06L4D9/101		06L4D-KIM
REASON	SCALE		DATE
REBUILD OF TRK 1104T	1" = 100'		8-13-90
PLANNER			
T. DE MARTIN			

DE FORM #83-1017 (PL 180) PYG. 11-837

RECORDED RIGHT OF WAY NO. 41363

APPENDIX A
L124943PA223

RETURN TO:

Don Rogers
Detroit Edison
8001 S Haggerty Rd 168
Bellville, MI 48111

12/14/90 34886 MORTG 27.00