

93301820

STEAM LINE EASEMENT

LI 27030 PA 398

On September 28, 1993, for one dollar and other valuable consideration, Grantor grants to Edison a non-exclusive, permanent easement on land called the Easement Area.

"Grantor" is:

EMNO Company, a Michigan Co-Partnership, 5328 Riopelle, Detroit, Michigan 48211

"Edison" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in the City of Detroit, Wayne County, Michigan, described as: Land in the city of Detroit being all that portion of Lot 30 of the "Plat of the Subdivision of Outlot 7, 8, and 9, Guoin Farm, North of the Gratiot Road, T2S, R12E, City of Detroit, Wayne County, Michigan," as recorded on October 9, 1882, in Liber 7, Page 15, Plats, Wayne County Records, lying easterly of a line that is 25.95 feet easterly of and parallel to the west line of said Lot 30, and also all of Lot 58 of the "Plat of Andrus and Warren Subdivision of Part of the Riopelle Farm between Farnsworth Street and Ferry Avenue, Detroit, Wayne County, Michigan, as recorded July 8, 1891 in Liber 16, Page 2, Plats, Wayne County Records.

The "Easement Area" is in The City of Detroit, Wayne County, Michigan described as: The South 4 foot of the above described land

1. **Purpose** Grantor grants this easement to Edison to construct, operate, maintain, modify, remove and replace an underground manhole, steam line, and necessary appurtenances.
2. **Access** Upon Edison's prior request to Grantor, Edison has the right to enter and exit the Easement Area at all times.
3. **Maintenance** Edison, at Edison's expense, must maintain and keep in good repair the portion of the easement located on Grantor's land and restore the surface of such land which may be disturbed in connection with the construction, installation, maintenance or repair of the underground manhole, steam line and necessary appurtenances.
4. **Encroachments** If Edison approves in writing, then Grantor may construct encroachments in the Easement Area. Edison must not unreasonably delay this approval.
5. **Indemnity** Edison will indemnify Grantor from any claims arising out of Edison's use of the easement, except for claims arising out of Grantor's sole negligence or joint negligence. Edison will provide Grantor with evidence of self-insurance to cover such indemnification.
6. **Drafting** Although this easement document was drafted by Edison, the terms of the easement were jointly negotiated by Grantor and Edison. Therefore, if any dispute arises involving the easement, the easement shall not be construed most strongly against the drafter.

93301820

93 DEC 13 AM 8:34
FOREST E. YOUNGBLOOD
REGISTERED DEEDS
RECORDS DIVISION
MICHIGAN DEPT. OF TREASURY
RECORDED RIGHT OF WAY NO.

44987
263
[Signature]

7. **Successors and Assigns** This easement runs with the land and binds and benefits Grantor's and Edison's successors and assigns.

Witnessed by:(type or print name under signature)

Max K. Fynke
MAX K. FYNKE
Rachel D. Smith
RACHEL D. SMITH

EMNO Company

By: *Emery Grosinger*
Emery Grosinger
By: *Norma Grosinger*
Norma Grosinger

Witnessed by:(type or print name under signature)

Michael C. Venetis
MICHAEL C. VENETIS
Thomas Wilson
THOMAS WILSON

The Detroit Edison Company

By: *Paul W. Potter*
Paul W. Potter, Director -
Corporate Real Estate

Acknowledged before me in Wayne County, Michigan on September 30, 1993,
by Emery Grosinger and Norma Grosinger the Co-Partners of EMNO Company, a Michigan Co-Partnership, for the Co-Partnership.

Notary's Stamp: THOMAS WILSON
NOTARY PUBLIC-WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES 10-2-94
(Notary's name, county and date commission expires)

Notary's Signature: *Thomas Wilson*
THOMAS WILSON

Acknowledged before me in Wayne County, Michigan on October 1, 1993,
by Paul W. Potter the Director - Corporate Real Estate
of the Detroit Edison Company, a Michigan corporation, for the corporation.

Notary's Stamp: THOMAS WILSON
NOTARY PUBLIC-WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES 10-2-94
(Notary's name, county and date commission expires)

Notary's Signature: *Thomas Wilson*
THOMAS WILSON

Prepared By: George H. Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 44987

Do Not
Record This
Side of Sheet

12/13/93 35564
12/13/93 35564
REMO FEE 2.00
MORTG 14.00

THOMAS WILSON

THOMAS WILSON

THOMAS WILSON
NOTARY PUBLIC - WYOMING COUNTY, WYOM.
MY COMMISSION EXPIRES 10-01-94

APPROVED	DATE
F M & S	
E M P R	
INSURANCE	
LEGAL	
C A	
ENGINEER	
TAX	
Project Number	

9/30/93
THOMAS WILSON
NOTARY PUBLIC - WYOMING COUNTY, WYOM.
MY COMMISSION EXPIRES 10-01-94