

ROADWAY EASEMENT

THIS INDENTURE, made this 14th day of July, 1988, by and between THE DETROIT EDISON COMPANY, a Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and RONALD M. VALENTE and BEVERLY A. VALENTE, husband and wife, of 49000 West Nine Mile Road, Northville, Michigan 48167, hereinafter referred to as "GRANTEE",

W I T N E S S E T H :

EDISON, in consideration of the agreements herein contained, does, subject to the reservations, terms and conditions hereinafter set forth, by these presents grant and convey to GRANTEE, their successors and assigns, a private roadway easement for ingress and egress purposes across a certain parcel of land situated in the City of Novi, Oakland County, Michigan described as:

A 30 foot wide ingress-egress easement described as: Part of the Southwest 1/4 of Section 29, Town 1 North, Range 8 East: Commencing at the Southwest corner of said Section 29; thence North 01°28'00" West, 855.12 feet along the West line of said Section 29 to a point on the centerline of Nine Mile Road (66 feet wide); thence along the centerline of said Nine Mile Road the following two (2) bearings and distances, North 77°45'00" East, 536.90 feet and North 82°07'00" East, 344.23 feet; thence North 00°27'16" West, 436.89 feet to a point on the Westerly line of Detroit Edison right of way; thence along said Westerly right of way line the following two (2) bearings and distances, North 40°42'53" East, 63.57 feet and North 20°24'46" East, 186.29 feet to the point of beginning; thence continuing North 20°24'46" East, 30.12 feet; thence South 74°42'37" East, 200.78 feet to a point on the Easterly right of way line of said Detroit Edison right of way; thence South 20°24'46" West, 30.12 feet along said Easterly right of way line; and thence North 74°42'37" West, 200.78 feet to the point of beginning.

The roadway easement is subject to possible relocation and judicial enforcement in the event of default, however, GRANTEE shall not be denied ingress and egress rights.

upon the following terms and conditions:

1. This Roadway Easement is granted to GRANTEE for the sole purpose of maintaining and operating thereon, a private roadway, together with the right at all reasonable times hereafter to enter upon said easement for ingress and egress, always, however, using the rights granted herein in such a manner as shall not interfere with or cause damage to the overhead or underground lines of EDISON for the transmission and distribution of electricity which now or in the future occupy said premises.

2. The grant of this Roadway Easement is expressly made subject to the superior right of EDISON to construct and use said premises for the transmission and distribution of electricity and GRANTEE

shall assume and shall bear and pay to EDISON all damages, losses, or injury occasioned to EDISON by GRANTEE, its agents, employes, servants or independent contractors in the maintenance and operation of said roadway.

3. GRANTEE agrees that in accordance with the policy of EDISON it will include in its specifications the requirement that in the maintenance and operation of said roadway, any contractors will at all times maintain at least twenty (20) feet of vertical and twenty (20) feet of horizontal clearance from EDISON lines, conductors and any devices which EDISON will place upon or use on said land. The proposed roadway must be a minimum of fifty (50) feet from tower structure 8829.

GRANTEE further agrees to instruct their own employes to maintain these same clearances. No mounding of dirt or change in elevation is permitted which would decrease the clearance of EDISON'S existing transmission lines.

4. It is understood and agreed by the parties hereto that the natural drainage of EDISON'S property will not at any time be changed, altered or disturbed. Moreover, any necessary change in the presently existing grade of the subject premises must first be approved by EDISON.

5. This roadway shall be constructed and maintained at GRANTEE'S sole expense. No construction shall be commenced, nor shall any maintenance be initiated by GRANTEE on said roadway until GRANTEE shall first notify EDISON of its intention to do so not less than seven (7) days prior to the date on which such work is to be commenced. Said seven (7) day notification shall be waived in emergency situations. It is understood that for the purpose of this provision, an emergency situation shall be considered a condition whereby immediate action is necessary in order to prevent irreparable harm to GRANTEE. Said seven (7) day notification or immediate notification shall be made to EDISON'S Director of Real Estate and Rights of Way.

EDISON shall have the right to inspect and examine said roadway during the course of any maintenance thereof in order to ascertain compliance with the terms and conditions of this easement.

6. With the exception of the purpose and intent of this easement, EDISON premises shall be restored to their original condition, as near as practicable, upon the completion of any construction work.

7. GRANTEE covenants and agrees that it shall indemnify and hold EDISON and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, or property or both, arising directly or indirectly out of or in connection with GRANTEE's or any of its contractor's use of the premises under this easement, to which EDISON or any of its officers, agents or employes may be subject or put by reason of any act, action, negligence or omission on the part of GRANTEE, their contractors or any of their officers, agents and employes.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge or expense covered by GRANTEE'S foregoing indemnity should be brought against EDISON or any of its officers, agents or employes, GRANTEE hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and to pay any and all costs, charges, attorney fees, and other expenses, and any and all judgments that may be incurred by, or obtained against EDISON and any of its officers, agents, or employes in such suits or other proceedings. In the event any judgment or other lien is placed upon the property of EDISON in such suits or other proceedings, GRANTEE shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

GRANTEE and their contractors, shall, at their own expense, procure, maintain and keep in effect during the term of this easement and any extension or renewal thereof, a policy of Public Liability Insurance satisfactory to EDISON in form and substance, including contractual liability coverage for the liability assumed herein in the amount of \$500,000 each person and \$1,000,000 each occurrence bodily injury liability, and \$500,000 each occurrence property damage liability.

With respect to damage to GRANTEE's and their contractor's property used on said premises, GRANTEE and their contractors hereby agree to waive their rights of recovery against EDISON and if such property is insured, to waive the insurer's rights to subrogation.

GRANTEE and their contractors shall, at the time of acceptance of this easement provide EDISON'S Director of Real Estate and Rights of Way with a certificate of insurance evidencing such insurance coverage as

husband and wife.

Michael C. Venetis
MICHAEL C. VENETIS
Notary Public, ~~Oakland~~ County, MI
My Commission expires: _____

MICHAEL C. VENETIS
Notary Public, Oakland County, MI
My Commission Expires Mar. 25 1991

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On the 14th day of July, 1988, the foregoing instrument was acknowledged before me by R.R. Jewsbury and Elaine M. Godfrey of THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of said corporation.

BETTY M. HANSEN
Notary Public, Oakland County, MI
My Commission Expires April 11, 1990

Betty M. Hansen
Notary Public, ~~Wayne~~ County, MI
My Commission expires: Oakland
(acting in the County of Wayne)