

ROADWAY EASEMENT

THIS INDENTURE, made this 10th day of October, 1973, between THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", and MERLE R. JENKINS and ELVIRA P. JENKINS, his wife, of 26821 Meadowbrook, Novi, Michigan, 48050, hereinafter referred to as "GRANTOR".

W I T N E S S E T H

GRANTOR, in consideration of the purchase and sale of an adjoining parcel by a Deed dated even date herewith and the sum of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, does, by these presents, grant and convey to EDISON, its successors and assigns, a thirty (30') foot private roadway easement over and across the Easterly portion of the parcel of land situated in the Township of Novi, County of Oakland, State of Michigan, described as follows:

Part of the East 1/2 of Southeast 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, described as: Beginning at a point on the East line of Section 14, that is South 3°06'50" East 330 feet along said section line from the East 1/4 corner of Section 14, thence South 3°06'50" East 330 feet along the East line of Section 14; thence South 87°12'50" West 1332.95 feet; thence North 2°33'20" West 330 feet; thence North 87°12'50" East 1329.82 feet to the Point of Beginning.

Subject to an easement to the Michigan Highway Department recorded in Liber 3500 of Deeds on Page 296, Oakland County Records.

Less that portion lying Easterly of a line described as commencing at the East 1/4 of Section 14, thence South 03°05'12" East along the East line of said Section 14, a distance of 427.98 feet; thence South 86°54'48" West a distance of 50 feet; thence South 02°37'26" West a distance of 250 feet, more or less, to a Point of Ending, the said described line being the Westerly Right of Way line of Meadowbrook Road, Proposed.

To be more particularly described by a survey to be performed by The Detroit Edison Company, said survey when completed to be attached to this Easement and become a part hereof. Said survey to be performed not later than 90 days from the date of this instrument.

upon the following terms and conditions:

(1) This easement is granted to EDISON for the sole purpose of constructing, maintaining and operating thereon a roadway, together

with the right, at all reasonable times, hereafter to enter upon said roadway easement.

(2) This roadway shall be constructed and maintained at EDISON'S sole cost and expense.

(3) EDISON agrees to indemnify and hold you harmless from any and all claims or causes of action arising out of or in connection with EDISON'S negligent construction or operations of said roadway easement.

The covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as to the day and year first above written.

In the Presence of:

James H. Hanch  
Constance H. Dumaine

Merle R. Jenkins  
Merle R. Jenkins  
Elvira P. Jenkins  
Elvira P. Jenkins

ACCEPTED

THE DETROIT EDISON COMPANY

\_\_\_\_\_  
BY: \_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

On this 29th day of October, 1973, before me the subscriber, a Notary Public in and for said County, personally appeared MERLE R. JENKINS and ELVIRA P. JENKINS, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

CONSTANCE H. DUMAINE  
Notary Public, Wayne County, Mich.  
Acting in Oakland County, Mich.  
My Commission Expires Aug. 22, 1975

Constance H. Dumaine  
Notary Public, \_\_\_\_\_,  
County, Michigan  
My Commission Expires \_\_\_\_\_

PREPARED BY: James J. Daskaloff  
2000 Second Avenue  
Detroit, Michigan 48226

When Recorded Return To:  
\_\_\_\_\_

IT IS AGREED THAT THE ROADWAY EASEMENT GRANTED BY MERLE R. JENKINS AND ELVIRA P. JENKINS TO THE DETROIT EDISON COMPANY ON OCTOBER 10, 1973, SHALL NOT BE RECORDED UNTIL A SURVEY DETERMINING THE EXACT DESCRIPTION OF THE EASEMENT HAS BEEN MADE BY DETROIT EDISON COMPANY AND ACCEPTED BY MERLE R. JENKINS AND ELVIRA P. JENKINS. SAID SURVEY, WHEN MADE AND ACCEPTED SHALL CONSTITUTE THE LEGAL DESCRIPTION OF THE DETROIT EDISON COMPANY'S EASEMENT, AND WHEN RECORDED SHALL SO INDICATE.

WITNESS:

Edmond O. Dodson  
Edmond O. Dodson

Merle R. Jenkins  
Merle R. Jenkins

Elvira P. Jenkins  
Elvira P. Jenkins

Paul E. LaGrou  
Paul E. LaGrou for  
The Detroit Edison Company