

ROADWAY EASEMENT

THIS INDENTURE, made this 31st day of DECEMBER, 1969, between THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and J. AGNEW APPELHOF and ELSIE C. APPELHOF, his wife, of 15005 Warwick, Detroit, Michigan 48229, hereinafter referred to as "GRANTEES".

W I T N E S S E T H :

EDISON, in consideration of the agreements herein contained and the sum of One Dollar (\$1.00) to it in hand paid, receipt whereof is hereby acknowledged does, subject to the reservations, terms and conditions hereinafter set forth, by these presents grant and convey to GRANTEE, their heirs, successors and assigns, an easement over and across a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described as follows:

That part of the Southwest 1/4 of Section 20, Town 1 North, Range 8 East described as:

The East 265.0 feet of the South 925.06 feet of said Southwest 1/4 of Section 20 except the West 235.0 feet of the East 265.0 feet of the South 895.06 feet.

Subject to the rights of the public in and to Ten Mile Road.

upon the following terms and conditions:

(1) This easement is granted to GRANTEES 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 easement for the aforesaid purpose, 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 overhang or go through said premises.

(2) The grant of this easement is expressly made subject to the superior right of EDISON to overhang and use the surface and to utilize the subsurface for

the construction, maintenance and operation of their lines for the transmission and distribution of electricity and GRANTEES shall assume and shall bear and pay to EDISON all damage, losses or injury occasioned to EDISON by GRANTEES, their agents, employes, servants or independent contractors of GRANTEES in the construction, maintenance and operation of said roadway.

(3) GRANTEES agrees that in accordance with the policy of EDISON it will include in the specifications the requirement that in the construction, maintenance and operation of said roadway, they will at all times maintain at least sixteen (16') feet of vertical clearance and sixteen (16') feet of horizontal clearance between any type of construction equipment, including cranes, derricks or lifting devices which may be placed upon or used on or in said land and the conductors of the lines of EDISON for the transmission and distribution of electricity.

(4) This roadway shall be constructed and maintained at GRANTEES' sole expense. No construction shall be commenced nor shall any maintenance be initiated by GRANTEES on said roadway until GRANTEES shall first notify EDISON of their intention so to do not less than seven (7) days, prior to the date on which such work is to be commenced. Said notice shall be addressed to the Director of Properties and Rights of Way of EDISON at 2000 Second Avenue, Detroit, Michigan.

EDISON shall have the right to inspect and examine said roadway during the period of construction or during the course of any maintenance thereof in order to ascertain that the terms and conditions of this Grant are being complied with.

(5) GRANTEES expressly agree to indemnify and hold EDISON harmless against any and all claims, damages, suits or other burdens whatsoever, resulting from or arising out of, directly or indirectly, GRANTEES' use of the premises under this easement.

(6) The covenants and undertakings imposed upon GRANTEES hereunder shall be binding upon their contractor or contractors performing any work on the easement hereby granted to GRANTEES or on the lands of EDISON adjacent thereto, and GRANTEES shall not be released from their covenants and undertakings under this instrument.

(7) If and whenever GRANTEES shall abandon the use of said roadway and the necessary appurtenances thereto, they shall notify EDISON in a written recordable document of the fact of such abandonment and GRANTEES' rights in the lands described above shall immediately terminate; it being understood and agreed, however, that

GRANTEES shall restore the lands above identified to their original conditions as nearly as may be. In the event a portion only of said roadway and their necessary appurtenances shall be abandoned, the provisions of this paragraph shall be applicable to that portion.

(8) EDISON agrees that it will not unreasonably interfere with the use granted to GRANTEES by this easement grant.

(9) This Grant of Easement is subject to a certain Mortgage and Deed of Trust dated October 1, 1924, between The Detroit Edison Company and Banker's Trust Company, a New York corporation, trustees, and all supplemental indentures thereto.

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:

Irene C. Kata
IRENE C. KATA

THE DETROIT EDISON COMPANY

By: _____
R. W. LUNDGREN
VICE PRESIDENT
By: _____
Lillian J. H. Carroll Assistant Secretary

ACCEPTED

Irene S. Conway
IRENE S. CONWAY

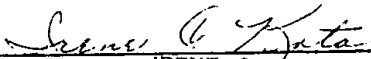
J. Agnew Appelhof
J. Agnew Appelhof

Elsie C. Appelhof
Elsie C. Appelhof

Date: Dec. 15-1929

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 12th day of January, 1969⁷⁰, before me the subscriber,
a Notary Public in and for said County, appeared R. W. Lundgren and
Lillian J.H. Carroll, to me personally known, who being by me duly
sworn did say they are ~~the~~ a Vice President and an Assistant Secretary of
THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under
the laws of Michigan and New York, and that the seal affixed to said instrument is
the corporate seal of said corporation, and that said instrument was signed in be-
half of said corporation, by authority of its Board of Directors, and
R. W. Lundgren and Lillian J.H. Carroll acknowledged said
instrument to be the free act and deed of said corporation.



IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

PREPARED BY: Roger F. Golden
2000 Second Avenue
Detroit, Michigan 48226