

ROADWAY EASEMENT

THIS INDENTURE, made this 22ND day of MAY, 1989, by and between THE DETROIT EDISON COMPANY, a Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and GARY J. EYNON, a married man and REX S. CURTISS, JR., a single man, of 1375 Sashabaw Road, Ortonville, Michigan 48462, hereinafter referred to as "GRANTEE".

W I T N E S S E T H:

EDISON, in consideration of Three Thousand Eight Hundred and no/100 (\$3,800.00) Dollars and the agreements herein contained does, subject to the reservations, terms and conditions hereinafter set forth, by these presents grant and convey to GRANTEE, its successors and assigns, a roadway easement on a certain parcel of land situated in the Township of Brandon, Oakland County, Michigan, described as:

A 66.00 Foot Wide Private Easement for Ingress and Egress

Part of the Northwest 1/4 of Section 22, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan. Being more particularly described as: Commencing at the North 1/4 corner of said Section 22; thence North 89°55'36" West, 1325.90 feet along the North line of said Section 22 to a point; thence South 00°04'54" West, 798.54 feet to a point on the Northerly line of the Detroit Edison Right of Way; thence proceeding South 70°38'25" East, 231.24 feet along the Northerly line of the Detroit Edison Right of Way to the point of beginning; thence proceeding South 70°38'25" East, 69.52 feet along the Northerly line of the Detroit Edison Right of Way to a point; thence South 01°02'45" West, 69.62 feet to a point on the Southerly line of the Detroit Edison Right of Way; thence North 70°38'25" West 69.52 feet along the Southerly line of the Detroit Edison Right of Way to a point; thence North 01°02'45" East, 69.62 feet to the point of beginning.

Containing 4595 square feet or 0.106 of an acre.

upon the following terms and conditions:

1. This easement is granted to GRANTEE for the sole purpose of maintaining and operating thereon, a roadway easement 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 said premises.

2. The grant of this easement is expressly made subject to the paramount rights of EDISON to construct, operate and maintain lines for the transmission and distribution of electricity and communication, 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 easement.

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 easement, any contractors, equipment and vehicles, shall at all times maintain a clearance of fifteen (15) feet from EDISON lines, conductors and structures and any devices which EDISON will place upon or use on said land. GRANTEE further agrees to instruct its 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 to ground.

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'S Supervising Engineer, Transmission and Civil Engineering, Energy Delivery. The telephone number to call is (313) 237-8411.

5. The maximum weight of an EDISON vehicle crossing over this property shall be eighteen thousand (18,000) pounds per axle, therefore, the premises shall be tamped and back-fill shall consist of virgin material and be compacted to 95% of the modified Proctor Test (T180-61). If existing back-fill is unsuitable, such as rip-rap or trash, then a Class 2 Michigan Department of Transportation grade back-fill should be used.

6. This roadway easement 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 easement, 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 General Director, Administrative Services.

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

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, property or both, arising directly or indirectly out of or in connection with GRANTEE'S or any of its contractors' use of the premises

under this agreement, 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, its contractors or any of its 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 GRANTEE'S own expense and to pay any and all costs, charges, attorney's fees and other expenses, and any and all judgments that may be incurred by, or obtained against EDISON or any of its officers, agents, or employes in such suits or other proceedings. In the event of any judgment or other lien being 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 its contractors, shall, at its own expense procure, maintain and keep in effect during the term of this agreement, and any extensions or renewals 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 \$500,000.00 each person, and \$1,000,000.00 each occurrence bodily injury liability and \$500,000.00 each occurrence property damage liability. Such insurance shall include explosion, damage, collapse or damage to underground property (commonly known as "XCU").

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

GRANTEE and its contractors shall at the time of acceptance of this easement, provide EDISON'S General Director, Administrative Services with a Certificate of Insurance evidencing such insurance coverage as provided for herein, and evidence of renewals thereof. Such certificates shall state that no material change or cancellation can be effected without ten (10) days prior written notice to EDISON.

It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release GRANTEE'S liability under the indemnity provisions as provided herein.

8. If and whenever GRANTEE shall abandon the use of said roadway easement and the necessary appurtenances thereto, it shall notify EDISON in a written recordable document of the fact of such abandonment and GRANTEE'S rights in the lands described above shall immediately terminate. In the event a portion only

of said roadway easement and its necessary appurtenances shall be abandoned, the provisions of this paragraph shall be applicable only to that portion.

With the exception of the purpose and intent of this agreement, EDISON premises shall be restored, as near as practicable, to their original condition and be approved by EDISON. This would include grading and reseeding all disturbed lawn areas and replacing any destroyed landscaping if they are involved.

9. It is expressly understood and agreed that none of the provisions, covenants or agreements contained herein are intended to create any beneficial rights whatsoever in any party or parties not a signatory hereto.

10. This 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 instrument to be executed by their duly authorized officers as to the day and year first above written.

In the Presence of:

THE DETROIT EDISON COMPANY

Michael C. Venetis
MICHAEL C. VENETIS

By: James L. Piana
James L. Piana, General Director -
Administrative Services

Janet A. Scullen
Janet A. Scullen

By: Elaine M. Godfrey
Elaine M. Godfrey, Assistant Secretary

Nancy L. Caruso
Nancy L. Caruso

By: Gary J. Eymon
GARY J. EYMON, a married man

Nancy M. Barrett
Nancy M. Barrett

By: Rex S. Curtiss, Jr.
REX S. CURTISS, JR., a single man

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 30th day of May, 1989, by James L. Piana and Elaine M. Godfrey the Gen. Dir.-Adm. Services and Assistant Secretary of THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of the corporation.

Janet A. Scullen
Notary Public, Macomb County, MI
My Commission Expires: 7-31-89
Acting in Wayne County

STATE OF MICHIGAN)
)SS
 COUNTY OF)

On this 22nd day of May, 1989, before me the subscriber, a Notary Public in and for said County, appeared GARY J. EYNON, a married man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Nancy L. Caruso

 Notary Public, County, MI
 My Commission Expires: _____
 NANCY L. CARUSO
 Notary Public, Oakland County, MI
 My Commission Expires Nov. 21, 1989

STATE OF MICHIGAN)
)SS
 COUNTY OF)

On this 22nd day of May, 1989, before me the subscriber, a Notary Public in and for said County, appeared REX S. CURTISS, JR., a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Nancy L. Caruso

 Notary Public, County, MI
 My Commission Expires: _____
 NANCY L. CARUSO
 Notary Public, Oakland County, MI
 My Commission Expires Nov. 21, 1989

Prepared By: Thomas P. Beagen
 2000 Second Avenue
 Detroit, Michigan 48226