

ROADWAY EASEMENT

THIS INDENTURE, made this 3RD day of NOVEMBER, 1988, by and between THE DETROIT EDISON COMPANY, a Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MICHAEL D. RAINNEY and DEBRA L. RAINNEY, his wife, whose address is P. O. Box 16106, Clarkston, Michigan 48016, hereinafter referred to as "GRANTEE".

W I T N E S S E T H:

EDISON, in consideration of Fifteen Hundred and no/100 (\$1,500.00) 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 Thirty Three (33) foot roadway easement for ingress and egress on a certain parcel of land situated in the Township of Brandon, Oakland County, Michigan, described as:

Part of the Northeast 1/4 of Section 20, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan, described as: Beginning at a point that is West along the centerline of Granger Road, from the Northeast corner of Section 20, 477.11 feet; thence South 00°05'14" West, 66.00 feet.

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 occupy said premises.

2. The grant of this 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 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 easement, 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.

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.

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. 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 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 Director of Real Estate and Rights of Way.

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 or any of its contractors 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, its contractors or any of its officers, agents or 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 therefore 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 their 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, \$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 contractors' property used on said premises, GRANTEE and its contractors hereby agrees 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 Director of Real Estate and Rights of Way 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 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, it being understood and agreed however, that

GRANTEE shall restore the lands above identified to their original condition as nearly as may be. 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 to that portion.

It is expressly understood that gravel, dirt, or any other material shall not be removed from the easement area. It is also understood that if there is any encroachment within easement area, GRANTEE will be legally responsible for instituting whatever legal action is necessary to remedy the situation. GRANTEE will also be responsible for all costs associated therewith.

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

Onaida L. King
Onaida L. King

By: James J. Plana
James L. Plana, General Director -
Administrative Services

Janet A. Scullen
Janet A. Scullen

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

Barbara Mention-Fulton
BARBARA MENTION-FULTON

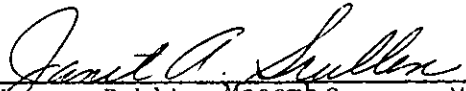
By: Michael D. Rainey
MICHAEL D. RAINNEY

Sharon L. Selonke
SHARON L. SELONKE

By: Debra L. Rainey
DEBRA L. RAINNEY

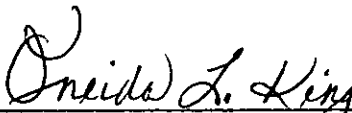
STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 3rd day of November, 1988, by James L. Piana and Elaine M. Godfrey the Gen. Dir.-Administrative Services and Assistant Secretary of THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of the corporation.


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

STATE OF MICHIGAN)
)SS
COUNTY OF)

On this 3rd day of November, 1988, before me the subscriber, a Notary Public in and for said County, appeared MICHAEL D. RAINNEY and DEBRA L. RAINNEY, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.


Notary Public, Wayne County, MI
My Commission Expires: _____

ONEIDA L KING
Notary Public, Wayne County, MI
My Commission Expires Mar. 9, 1992

Prepared By: Laura Reyes-Kopack
2000 Second Avenue
Detroit, Michigan 48226