

DRIVEWAY EASEMENT

On August 18, 2003 for one dollar and other valuable consideration, Grantor grants to Grantee a non-exclusive, permanent easement on land called the Easement Area.

"Grantor" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, MI 48226

"Grantee" is:

Ronald G. Mitchell and Mary F. Mitchell, 561 Granger Road, Ortonville, MI 48462

The "Easement Area" is in Brandon Township, Oakland County, Michigan described as:

See **ATTACHMENT A**

1. **Purpose** Grantor grants this easement to Grantee solely to construct, operate, maintain, remove and replace a driveway ("Grantee's Facility"). However, Grantee's Facility must not interfere with Grantor's Facilities.
2. **Access** Grantee has the right to use a reasonable route across Grantor land to access the Easement Area. However, Grantee must not enter a fenced area without Grantor's approval.
3. **Grantor's Rights** Grantor specifically reserves the right to construct, operate and maintain all existing and future overhead and underground electric transmission, distribution and communication lines and any other structures and equipment ("Grantor's Facilities") on, over and under the Easement Area, and to relocate Grantee's Facility at any time at Grantor's expense.
4. **Encumbrances** This easement is granted without any warranties or covenants of title, and subject to all now existing easements, restrictions and encumbrances affecting the Easement Area to which this easement would be subordinate under the recording acts or other applicable law of the State of Michigan. Furthermore, Grantor may grant other encumbrances over the Easement Area, which do not interfere with Grantee's Facility.

5. **Grantor Damages** Grantee must pay Grantor for all damages, losses or injuries to Grantor's Facilities caused by Grantee, its agents, employees, servants or independent contractors while constructing, operating or maintaining Grantee's Facility.

6. **Insurance**

a. Grantee and Grantee's contractors, at their own expense, must each maintain a general liability insurance policy that is satisfactory to Grantor in form and substance. Grantee's policy must cover the liability assumed in this agreement for not less than \$1,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability. Grantee's contractors policies must cover the liability assumed in this agreement for not less than \$2,000,000 combined single limit for each occurrence for bodily injury, personal injury, and property damage liability. The policies must also include explosion damage, collapse, or damage to underground property (commonly known as "XCU"). If Grantee is a governmental unit, then Grantee's contractor's policy must name Grantor as an additional insured. Grantee's policy must remain in effect as long as this easement agreement remains in effect. Grantee's contractors' policies must remain in effect during the time that the contractors are working in the Easement Area.

b. Grantee and Grantee's contractors must each give Grantor's Director of Corporate Real Estate Services a Certificate of Insurance for the insurance coverage required by this agreement. The certificates must state that Grantor will have 30 days written notice before any material change or cancellation becomes effective.

c. Grantee waives Grantee's rights of recovery, Grantee's contractor's rights of recovery and their insurers' rights of subrogation against Grantor for damage to Grantee's or its contractor's property used on the Easement Area.

d. Obtaining the insurance required by this agreement will not limit or release Grantee's indemnity liability.

7. **Indemnity**

a. Grantee will indemnify Grantor (the Company, its officers, agents, employees, and affiliates) for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of the use of this easement by Grantee (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees). This includes, but is not limited to, claims arising out of Grantee's negligence, Grantee and Grantor's joint negligence, or any other person's negligence. But Grantee will not indemnify Grantor for claims arising out of Grantor's sole negligence.

b. Grantee will also indemnify Grantor (the Company, its officers, agents, employees, and affiliates) for any claims for direct, indirect, consequential, or liquidated damages sought by Grantor customers, based upon energy supply agreements, which I) arise directly or indirectly out of the use of this agreement by Grantee (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees and II) are due to momentary or sustained electrical interruptions or voltage fluctuations, including sag, arising out of Grantee's negligence, Grantee's and Grantor's joint negligence, or any other person's negligence. But Grantee will not indemnify Grantor for claims arising out of Grantor's sole negligence.

c. If any claim covered by Grantee's indemnity is brought against Grantor, Grantee will defend the claim at Grantee's expense. Grantee will also pay any costs, attorney fees, or judgments that Grantor incurs or is subject to in the claim.

d. If a construction lien is placed on the Easement Area due to Grantee's activities in the Easement Area, then Grantee must discharge the lien by giving a bond or otherwise.

e. The terms of this indemnity will survive the Termination of this easement.

8. Construction and Maintenance

a. Grantee will construct and maintain Grantee's Facility on this easement at its sole expense. If underground work is involved, Grantee must call Miss Dig (tel: 1-800-482-7171) in accordance with Michigan Public Act 53 of 1974, as amended, before beginning any groundbreaking. Grantor may inspect Grantee's Facilities during any construction or maintenance work.

b. Grantee and its contractors must maintain at least a 20-foot clearance from Grantor Facilities. Grantee must not mound dirt or change elevations, which would decrease the clearance of Grantor's existing electric lines to ground.

c. Grantee must not change the natural drainage of the Easement Area.

d. Grantee must not change either the elevation or the slope of the Easement Area without Grantor's prior written permission.

e. After Grantee completes construction of Grantee's Facility, Grantee must send "as-built" drawings of Grantee's Facility to the Principal Area Leader, Architectural/Civil/Towers, The Detroit Edison Company, 2000 Second Avenue, Room 662 G.O., Detroit, Michigan 48226. (Tel. 313-235-6898).

f. After Grantee completes any construction or maintenance work, Grantee must back-fill any excavations with excavated material having an in-place density of at least 100 pounds per cubic foot. If excavated material is unsuitable (e.g. peat, organic material or trash), Grantee must use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, Grantee must place backfill in 12 inch to 15 inch layers and compact each layer to 90 percent maximum density as determined by the Modified Proctor Test (ASTM D 1557). For aggregate or pavement surface, Grantee must place backfill in 9 inch maximum layers and compact each layer to 95 percent maximum density as determined by the Modified Proctor Test.

g. After Grantee completes any construction or maintenance work, Grantee must restore Grantor property as nearly as possible to its original condition. This includes grading and reseeding all disturbed lawn areas and replacing any damaged landscaping.

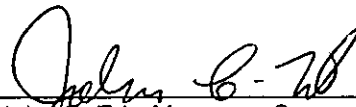
9. **Abandonment** If Grantee abandons any part of this easement, then within three months after the abandonment, Grantee must restore the abandoned part as nearly as possible to its original condition and give Grantor a written recordable document concerning this abandonment.

10. **Failure to Use or Maintain** If Grantee fails to use or maintain this easement, then this easement will terminate after 6 months of continual failure to use or maintain.


11. **Mortgage** This easement is subject to an October 1, 1924, Mortgage between The Detroit Edison Company and Banker's Trust Company, a New York corporation, and all supplemental agreements to the Mortgage.

12. **Successors and Assigns** This easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

The Detroit Edison Company

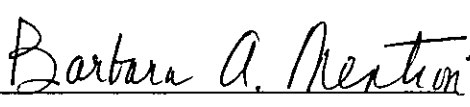
By: 
John C. Erb, Manager, Corporate Real Estate Administration

By: 
Ronald G. Mitchell

By: 
Mary F. Mitchell


Acknowledged before me in Wayne County, Michigan, on August 27, 2003, by John C. Erb, Manager, Corporate Real Estate Administration of The Detroit Edison Company, a Michigan corporation, for the corporation.

Notary's Stamp: **BARBARA A. MENTION**
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Nov 29, 2007
(Notary's name, county, and date commission expires)

Notary's Signature: 

Acknowledged before me in Oakland County, Michigan on Aug 18, 2003, by Ronald G. Mitchell and Mary F. Mitchell.

Notary's Stamp: **KATHLEEN SHIRLEY MARQUETTE**
Notary Public, Oakland County, MI
My Commission Expires Jun. 22, 2007
(Notary's name, county and date commission expires)

Notary's Signature: 

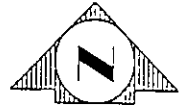
Prepared By: George H. Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226

SURVEY FOR

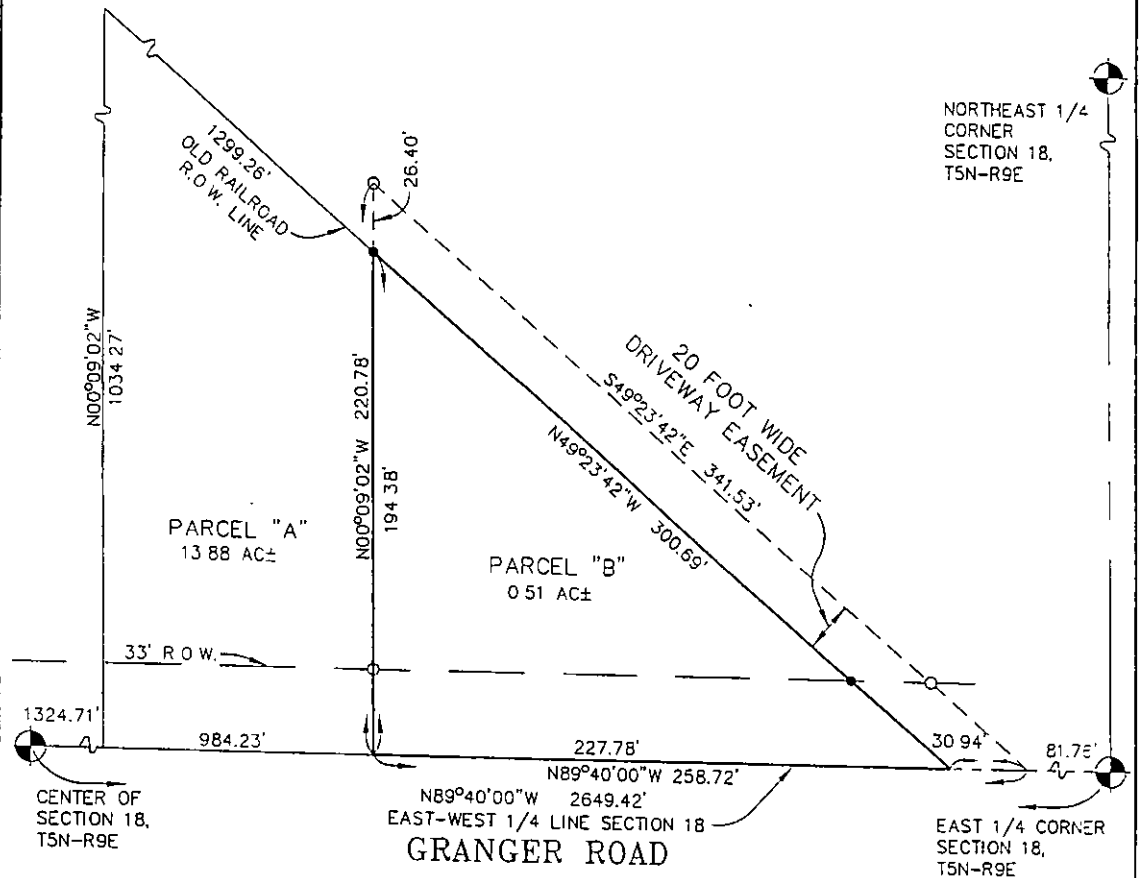
MR. RONALD MITCHELL

561 GRANGER ROAD

ORTONVILLE, MI. 48462



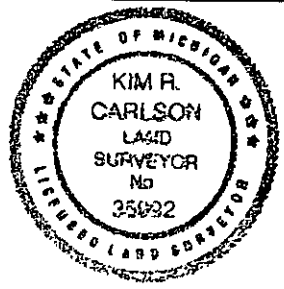
SCALE 1" = 60'



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I HEREBY STATE THAT THE ABOVE DESCRIBED AND DELINEATED PARCEL OF LAND WAS SURVEYED BY OUR COMPANY UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR THAT THE RATIO OF CLOSURE IS 1" IN 5000' AND THAT THIS SURVEY COMPLETES WITH THE REQUIREMENTS OF ACT 132, P A 1970. LICENSED LAND SURVEYOR #35992

KIM R. CARLSON, L.L.S.



F·S·E FLINT SURVEYING & ENGINEERING SINCE 1957

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473
 PHONE (810) 230-1333 FAX (810) 230-7844

| | |
|-------------|----------|
| DATE: | 11-29-02 |
| DRAWN BY: | db |
| CHECKED BY: | G.A.L. |
| SCALE: | 1" = 60' |
| REVISED: | 04-3-03 |
| JOB NO: | 22227 |

SET IRON FOUND IRON

SHEET 1 OF 2

ATTACHMENT
A

SURVEY FOR

MR. RONALD MITCHELL

561 GRANGER ROAD

ORTONVILLE, MI. 48462

LEGAL DESCRIPTION (PARCEL A):

Part of the Northeast 1/4 of Section 18, T5N-R9E, Brandon Township, Oakland County, Michigan, described as: Beginning at a point on the East-West 1/4 line of Section 18, that is N89°40'00"W, 340.48 feet from the East 1/4 corner of Section 18; thence N89°40'00"W, 984.23 feet along the East-West 1/4 line; thence N00°09'02"W, 1034.27 feet to the South R.O.W. of the old DUR.R.R.; thence S49°23'42"E, 1299.26 feet along said R.O.W.; thence S00°09'02"E, 194.38 feet to the point of beginning. Reserving therefrom that part used, taken or deeded for Granger Road, so-called. Containing 13.88 acres, more or less.

LEGAL DESCRIPTION (PARCEL B):

Part of the Northeast 1/4 of Section 18, T5N-R9E, Brandon Township, Oakland County, Michigan, described as: Beginning at a point on the East-West 1/4 line of Section 18, that is N89°40'00"W, 112.70 feet from the East 1/4 corner of Section 18; thence N89°40'00"W, 227.78 feet; thence N00°09'02"W, 194.38 feet; thence S49°23'42"E, 300.69 feet, to the Point of Beginning. Reserving therefrom that part used, taken or deeded for Granger Road, so-called. Containing 0.51 acres, more or less.

LEGAL DESCRIPTION (20 FOOT WIDE DRIVEWAY EASEMENT):

Part of the Northeast 1/4 of Section 18, T5N-R9E, Brandon Township, Oakland County, Michigan, described as: Beginning at a point on the East-West 1/4 line of Section 18, that is N89°40'00"W, 81.76 feet from the East 1/4 corner of Section 18; thence continuing along said line, N89°40'00"W, 30.94 feet; thence N49°23'42"W, 300.69 feet; thence N00°09'02"W, 26.40 feet; thence S49°23'42"E, 341.53 feet, to the Point of Beginning.

Bearings were established from a previous Survey by F.S.E., Job Number 17697-96, Dated 10-02-96.

WITNESSES:

NORTHEAST 1/4 CORNER OF SECTION 18,
T5N-R9E,
BRANDON TOWNSHIP, OAKLAND CO., MICHIGAN
Found 1/2" Re-rod in Mon. Box
N21°E 23.61' Fd. Nail & Tag in 14" Cherry
S53°E 32.43' Fd. Nail & CHC Tag in 14" Oak
S24°W 22.21' Fd. Nail & CHC Tag in 7" Oak
N27°W 31.43' Fd. Nail & Tag #17623 in 24"
Oak
N27°W 31.22' Fd. Nail & O.C.R.C. Tag in 24"
Oak

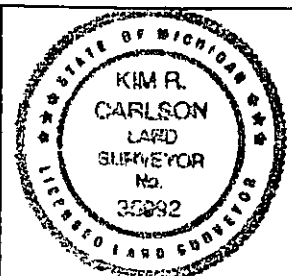
CENTER OF SECTION 18, T5N-R9E,
BRANDON TOWNSHIP, OAKLAND CO., MICHIGAN
Found 1/2" Re-rod in Mon. Box
S06°E 38.30' Fd. Nail & Tag #17623 in 15"
Scotch
S38°W 30.35' Fd. Nail & Tag #17623 in P. Pole
S38°W 30.33' Fd. Nail & Tag #22437 in P. Pole
N70°W 92.19' Fd. Nail & KRC Tag in S. of Twin
9" Oaks
N07°W 32.54' Fd. Nail & Tag #17623 in W. of
22" Oaks

EAST 1/4 CORNER OF SECTION 18, T5N-R9E,
BRANDON TOWNSHIP, OAKLAND CO., MICHIGAN
Found 1/2" Re-rod
N02°E 32.75' Fd. 1" Iron
N04°E 31.35' Fd. Nail & Tag #17623 in P. Pole
S74°E 96.94' Fd. Nail & KRC Tag in 15" Elm
N19°W 22.29' Fd. Nail & KRC Tag in 16" Oak

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I HEREBY STATE THAT THE ABOVE DESCRIBED AND DELINEATED PARCEL OF LAND WAS SURVEYED BY OUR COMPANY UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR. THAT THE RATIO OF CLOSURE IS 1" IN 5000' AND THAT THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF ACT 132, P.A. 1970 LICENSED LAND SURVEYOR #35992

KIM R. CARLSON, L.L.S.



F.S.E

FLINT SURVEYING
& ENGINEERING
SINCE 1957

DATE: 11-29-02

DRAWN BY: db

CHECKED BY: G.A.L.

SCALE: N.T.S.

REVISED: 4-3-03

JOB NO: 22227

SET IRON FOUND IRON

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PHONE (810) 230-1333 FAX. (810) 230-7844