

## ROAD EASEMENT

On \_\_\_\_\_, 2001, for the sum of one dollar and other valuable consideration, EDISON grants to Grantee a non-exclusive, permanent easement on land called the Easement Area.

**"EDISON" is:**

The Edison Illuminating Company (EDISON), a Michigan corporation, 2000 Second Avenue, Detroit, MI 48226

**"Grantee" is:**

The Estate of Fern U. Franks, AKA Fern V. Franks, 1244 Wooley Road, Oxford, MI

**The "Easement Area" is in the NW 1/4 of Section 24 in Brandon Township, Oakland County, Michigan described as:**

See Attached Exhibit "A"

1. **Purpose** EDISON grants this easement to Grantee to construct, operate, maintain, remove and replace a road. ("Grantee's Facility").
  2. **Access** Grantee has the right to use a reasonable route across EDISON land to access the Easement Area. However, Grantee must not enter a fenced area without EDISON's approval.
  3. **EDISON's Rights** EDISON specifically reserves the right to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("EDISON's Facilities") on, over and under the Easement Area as long as EDISON's Facilities do not interfere with Grantee's Facility.
  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, EDISON may grant other encumbrances over the Easement Area, which do not interfere with Grantee's Facility.
  5. **EDISON Damages** Grantee must pay EDISON for all damages, losses or injuries to EDISON'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 EDISON in form and substance. The policies must cover the liability assumed in this agreement for \$500,000 each person and \$1,000,000 each occurrence bodily injury, and \$500,000 each occurrence property damage. The policies
- Easement/Road/fern franks/05/01/01

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 EDISON 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 EDISON's Director of Corporate Real Estate Services a Certificate of Insurance for the insurance coverage required by this agreement. The certificates must state that EDISON 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 EDISON 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 EDISON (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 EDISON's joint negligence, or any other person's negligence. But Grantee will not indemnify EDISON for claims arising out of EDISON's sole negligence.

b. Grantee will also indemnify Edison (the Company, its officers, agents, and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by Edison 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 Edison's joint negligence, or any other person's negligence. But Grantee will not indemnify Edison for claims arising out of Edison's sole negligence.

c. If any claim covered by Grantee's indemnity is brought against EDISON, Grantee will defend the claim at Grantee's expense. Grantee will also pay any costs, attorney fees, or judgments that EDISON 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. EDISON 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 EDISON Facilities. Grantee must not mound dirt or change elevations, which would decrease the clearance of EDISON'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 EDISON'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 EDISON property as nearly as possible to its original condition. This includes grading and reseeding all disturbed lawn areas and replacing any damaged landscaping.

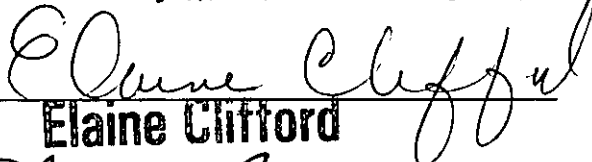
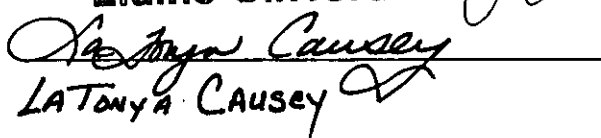
9. **Abandonment** If Grantee abandons any part of this easement, then within three months after the abandonment, Grantee must restore the abandoned part as nearly as possible to its original condition and give EDISON a written recordable document concerning this abandonment.

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

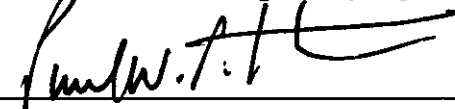
11. **Additional Items:**

- a. The 33-foot road shall be built on the south side of the Edison Illuminating Property.
- b. The Edison Illuminating wood pole line will have to be relocated at the property owner's expense and placed 10' off the edge of the road.

**Witnessed by:** (type or print name under signature)

  
 Elaine Clifford  
  
 LATONYA CAUSEY

**The Edison Illuminating Company**

By:   
 Paul W. Potter, Director -  
 Corporate Real Estate

The Estate of Fern U. Franks, AKA Fern V. Franks

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Acknowledged before me in Wayne County, Michigan on May 3, 2001,  
 by Paul W. Patter the Director of Corporate Real Estate  
 and \_\_\_\_\_ the \_\_\_\_\_ of  
 The Edison Illuminating Company of Detroit, a Michigan Company, on behalf of the company.

JOHN C. ERB  
 Notary Public, Oakland County, MI  
 Acting in Wayne County, MI  
 My Commission Expires Apr. 13, 2002

Notary's Stamp: \_\_\_\_\_  
 (Notary's name, county and date commission expires)

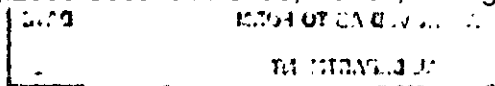
Notary's Signature: John C. Erb

Acknowledged before me in \_\_\_\_\_ County, Michigan on \_\_\_\_\_, 2001,  
 by \_\_\_\_\_ the \_\_\_\_\_  
 and \_\_\_\_\_ the \_\_\_\_\_ of  
 the Estate of Fern U. Franks, AKA Fern V. Franks, on behalf said estate.

Notary's Stamp: \_\_\_\_\_  
 (Notary's name, county and date commission expires)

Notary's Signature: \_\_\_\_\_

Prepared By: George H. Hathaway, Detroit Edison, 12000 Second Avenue, Detroit, Michigan, 48226



APPROVED AS TO FORM. 5/2/01 DATE  
LEGAL DEPARTMENT GRACIA

Exhibit A"

# KENNEDY SURVEYING, INC.

105 N. Washington St.  
Oxford, Michigan 48371  
Certificate of a Survey

Phone (248) 628-4241  
Fax (248) 628-7191

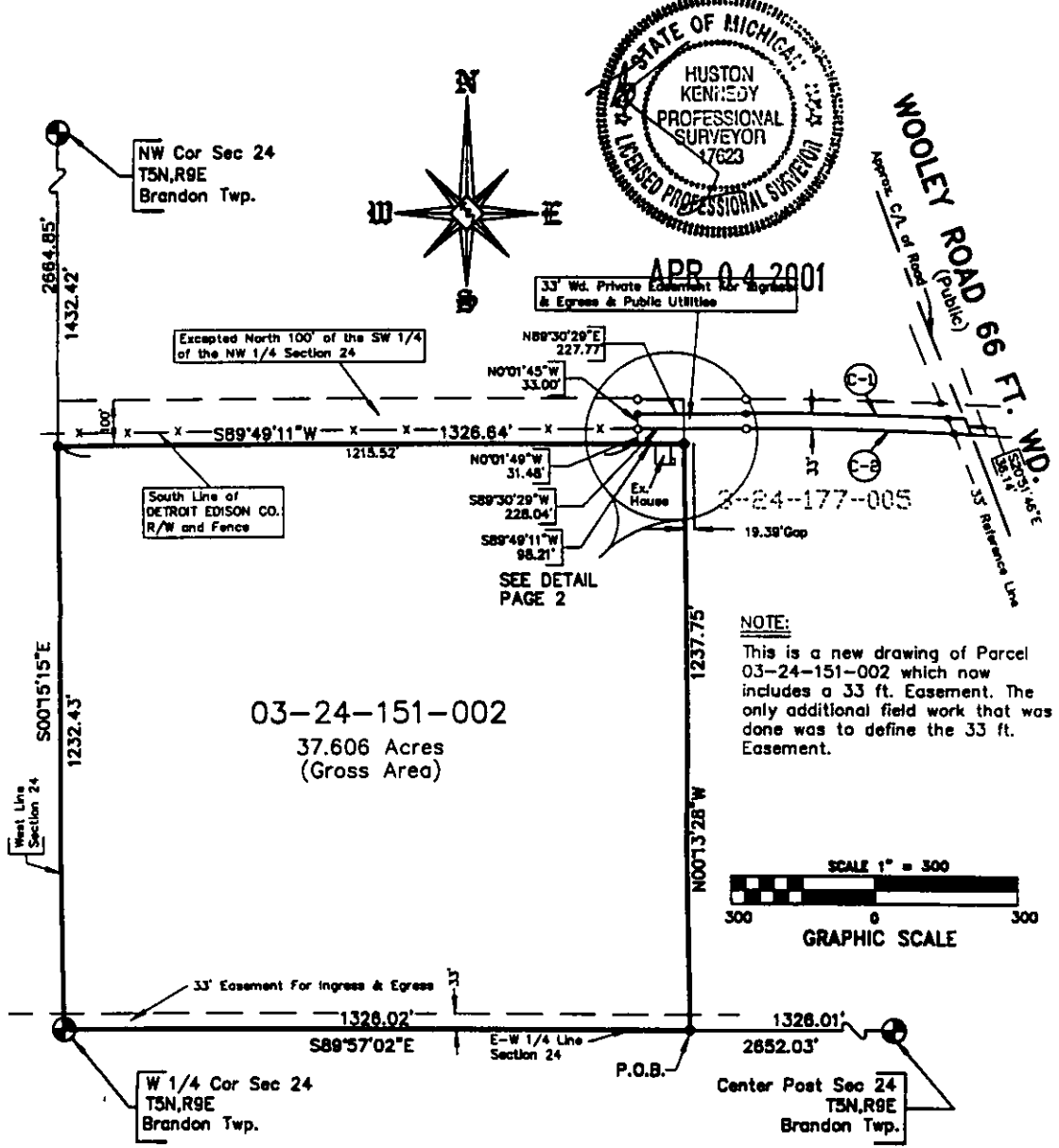
Certified Exclusively To: L. Nicholas Treinen

Date: 3/9/01

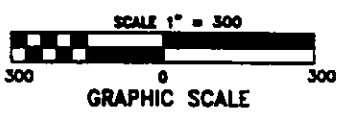
Address: 436 S. Broadway, Suite C, Lake Orion, Michigan 48362

Job No. 00-5142 Page 1 of 3

This is to certify that I, [Signature], Licensed Professional Surveyor, on this date have surveyed and mapped the land below platted, and that the ratio of closure on the unadjusted field observations are 1 in 17,600, and that all of the requirements of P.A. 132 of 1970, have been complied with and are described as follows:



**NOTE:**  
This is a new drawing of Parcel 03-24-151-002 which now includes a 33 ft. Easement. The only additional field work that was done was to define the 33 ft. Easement.



LEGEND	
○	Found 1/2" Iron Rod Unless Otherwise Noted
●	Set 1/2" Iron Rod w/Cap
⊙	Found Concrete Monument
M	Measured Distance
R	Recorded Distance
S	Set Distance
P.O.B.	Point of Beginning
---	Ex. Fence Line
DWG No. 00-51422	
Drawn By: DKS	

CURVE TABLE					
CURVE#	RADIUS	ARC	DELTA	CHORD	LNG CHRDR BRNG
C-1	7168.83	456.01	3°38'40"	455.93	S88°40'11"E
C-2	7135.83	468.62	3°45'46"	468.53	N88°36'38"W

REVISION: Easement For Ingress & Egress DKS 4/3/01  
Data File 82-3171

When Recorded Please Return Original(s) To:  
Kennedy Surveying, Inc.  
105 N. Washington St.  
Oxford, Michigan 48371

# KENNEDY SURVEYING, INC.

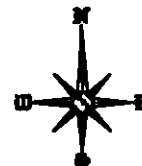
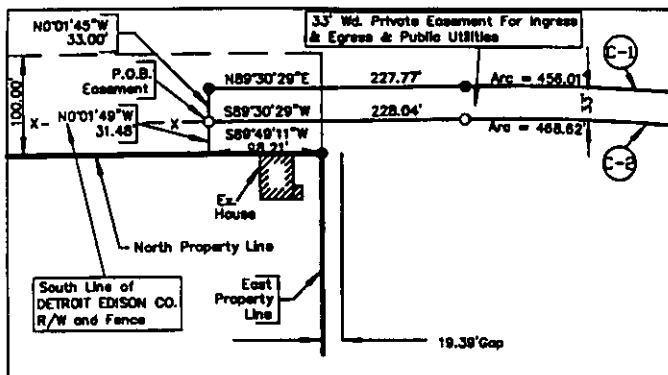
105 N. Washington St.  
Oxford, Michigan 48371

Phone (248) 628-4241  
Fax (248) 628-7191

## Certificate of a Survey

Certified Exclusively To: L. Nicholas Treinen Date: 3/8/01  
Address: 438 S. Broadway, Suite C, Lake Orion, Michigan 48362 Job No. 00-5142 Page 2 of 3

This is to certify that I, [Signature], Licensed Professional Surveyor, on this date have surveyed and mapped the land below platted, and that the ratio of closure on the unadjusted field observations are 1 in 17,600, and that all of the requirements of P.A. 132 of 1970, have been complied with and are described as follows:



**DETAIL OF THE NE CORNER**  
Not To Scale

CURVE TABLE					
CURVE#	RADIUS	ARC	DELTA	CHORD	LONG CHR D BRNG
C-1	7168.83	456.01	3°38'40"	455.93	S88°40'11"E
C-2	7135.83	468.62	3°45'46"	468.53	N88°36'38"W

**WITNESSES:**

NW Cor. Sec 24, T5N, R9E, Brandon Twp.  
Fnd 5/8" Iron Rod w/2" diameter brass cap stamped Oakland County Remonumentation PS# 33138 in the intersection of Granger Road & Hurd Road  
Due South 28.78 ft., Fnd PK Nail w/Remon Washer PS# 33138 E face 8" Oak  
S40°W 35.90 ft., Fnd PK Nail w/Remon Washer PS# 33138NW face Power Pole  
N56°W 55.63 ft., Fnd PK Nail w/Remon Washer PS# 33138 S face 12" Hickory  
N22°E 76.79 ft., Fnd PK Nail w/Remon Washer PS# 33138 W face 24" Maple  
Due South 33.03 ft., South, fnd Iron/Cap PS# 33138

**WITNESSES:**

W 1/4 Cor. Sec 24, T5N, R9E, Brandon Twp.  
Fnd 5/8" Iron Rod on the West bank of a County Drain  
N40°E 38.85 ft., fnd Spike w/Tag NW face 24" Oak  
N80°E 31.10 ft., fnd 1/2" rerod  
S15°W 19.27 ft., fnd PK Nail w/Remon Washer PS# 17623 E face 12" Poplar  
S40°W 27.12 ft., fnd PK Nail w/Remon Washer PS# 17623 SE face 12" Poplar

**WITNESSES:**

Center Post Sec 24, T5N, R9E, Brandon Twp.  
Fnd 1/2" Iron Rod in Wooley Road extending North & South  
N25°W 56.17 ft., set PK Nail w/Washer E face 16", 22" Twin Ash  
S70°E 25.64 ft., set PK Nail w/Washer S face 7", 7" Twin Cherry  
N45°E 38.03 ft., set Mag Nail w/Washer E face 11" Cherry  
N70°W 55.18 ft., set Mag Nail w/Washer N face 10", 11" Twin Cherry

LEGEND	
○	Found 1/2" Iron Rod Unless Otherwise Noted
●	Set 1/2" Iron Rod w/Cap
⊙	Found Concrete Monument
M	Measured Distance
R	Recorded Distance
S	Set Distance
P.O.B.	Point of Beginning
—	Ex. Fence Line
DWO No. 00-51422	
Drawn By: OKS	



REVISION: Easement For Ingress & Egress OKS 4/3/01 **APR 04 2001**  
Date File 92-3171

When Recorded Please  
Return Original(s) To:  
Kennedy Surveying, Inc.  
105 N. Washington St.  
Oxford, Michigan 48371

# KENNEDY SURVEYING INC.

105 N. WASHINGTON  
OXFORD, MICHIGAN 48371  
(248) 628-4241 FAX (248) 628-7191

March 9, 2001

L. Nicholas Treinen  
436 S. Broadway, Suite C  
Lake Orion, Michigan 48362  
Job No. 00-5142, Pg. 3 of 3

## PROPERTY DESCRIPTION


Part of the Northwest ¼ of Section 24, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan. Being more particularly described as commencing at the Center Post of said Section 24; thence North 89°57'02" West 1326.01 feet along the East-West ¼ line of said Section 24 to the Point of Beginning; thence proceeding North 89°57'02" West 1326.02 feet along the East-West ¼ line of said Section 24 to the West ¼ corner of said Section 24; thence North 00°15'15" West 1232.43 feet along the West line of said Section 24 to a point; thence North 89°49'11" East 1326.64 feet to a point; thence South 00°13'28" East 1237.75 feet to the Point of Beginning. Containing 37.606 Acres (Gross Area). Reserved therefrom all easements and right of ways of record. Also together with and subject to easement rights for Ingress and Egress with Public Utilities over, across and under the South 33 feet of the above described Parcel.

## DESCRIPTION OF EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 33 FEET OF THE DETROIT EDISON COMPANY RIGHT OF WAY (Based Upon a Survey Drawing as Provided)

A private easement for Ingress and Egress over and across a parcel of land described as part of the Northwest ¼ of Section 24, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan. Being more particularly described as commencing at the Center Post of said Section 24; thence North 89°57'02" West 1326.01 feet along the East-West ¼ line of said Section 24 to a point; thence North 00°13'28" West 1237.75 feet to a point; thence South 89°49'11" West 98.21 feet to a point; thence North 00°10'49" West 31.48 feet to the Point of Beginning; thence proceeding North 00°01'45" West 33.00 feet to a point; thence North 89°30'29" East 227.77 feet to a point of curvature; thence along a curve to the right (having a radius of 7168.83 feet, central angle of 03°38'40" and long chord bearing South 88°40'11" East 455.93 feet) an arc distance of 456.01 feet to a point on the approximate center line of Wooley Road, 66 feet wide (so called); thence South 20°51'46" East 36.14 feet along the approximate center line of said Wooley Road to a point on a curve; thence along a curve to the left (having a radius of 7135.83 feet, central angle of 03°45'46" and long chord bearing North 88°36'38" West 468.53 feet) an arc distance of 468.62 feet to a point; thence South 89°30'29" West 228.04 feet to the Point of Beginning. Reserved therefrom all easements and right of ways of record. (Revised 4/3/01)

## NOTES

1. The bearings as expressed on this Certificate of Survey are related to the bearing of the West line of Section 24, North 00°15'15" West.
2. This property does not abut a public road, access is gained across the Detroit Edison Company Right of Way.
3. The description of the easement for Ingress and Egress over the Detroit Edison Right of Way was based upon the monumentation found and closely verified per the Survey Drawing of the Oxford-Ortonville Right of Way, Drawing #6MS 295-9.

  
Huston K. Kennedy, P.S.  
Kennedy Surveying, Inc.

HKK/kml



APR 04 2001