

814-1/8

E A S E M E N T

THIS INDENTURE, made this 31st day of October, 1969, by and between THE EDISON ILLUMINATING COMPANY OF DETROIT, a Michigan corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", and LAKEHEAD PIPE LINE COMPANY, INC., a Delaware corporation, of 3025 Tower Avenue, Superior, Wisconsin, 54880, hereinafter referred to as "LAKEHEAD."

W I T N E S S E T H:

EDISON, for and in consideration of the sum of Eight Hundred and Fifty and no/100 (\$850.00) Dollars, receipt of which is hereby acknowledged, does, by these presents, grant and convey to LAKEHEAD, its successors and assigns, an easement over, upon and across premises in Brandon Township, Oakland County, described as follows:

Part of the South Half of the Northeast Quarter of Section 24, Township 5 North, Range 9 East, according to the plat attached to the deed from Robert Perry & Jamina Perry to Detroit Lake Orion & Flint Railway, dated January 19, 1901 and recorded in the Office of the Register of Deeds for said County, in Liber 196 of Deeds, Page 286, subject however to the right of way granted to The Detroit Edison Company, and

Part of southeast quarter (S.E. 1/4) of northwest quarter (N. W. 1/4) Section 24, Town 5 North, Range 9 East, according to the plat attached to the deed from John Bagley and Isabella Bagley to Detroit, Lake Orion & Flint Railway, dated June 25, 1901, and recorded in the Office of the Register of Deeds for said County, in Liber 196 of Deeds, page 391; subject, however, to right of way granted to The Detroit Edison Company.

This Easement Grant is subject to a previous Grant of Right of Way to The Detroit Edison Company for construction, operation and maintenance of its poles, lines, towers and related equipment for the transmission and distribution of electricity.

including the right of ingress and egress upon, over and across the above described premises for the purposes of constructing, operating, maintaining, inspecting, removing, replacing, and repairing a thirty (30") inch diameter steel pipe line together with all valves, fittings, and protective apparatus, in connection therewith for the transportation of oil, liquid hydrocarbons, or any by-product thereof. This easement is granted upon the following terms and conditions:

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- 1 - Recorded January 9, 1970
Oakland County Records

1. LAKEHEAD shall furnish EDISON with a survey showing the exact location of said pipe line as soon as is practicable following the installation of said pipe line across the above described premises.

2. Said pipe line shall be located in substantial conformance to the Brandon Township Section 24 Blue Print, which is attached hereto and made a part hereof, and further, shall maintain a thirty-three (33') foot clearance to the wooden pole as shown on said blue print.

3. In the operation, maintenance and repair of said pipe line and the necessary appurtenances thereto, LAKEHEAD shall comply with all rules, regulations, and ordinances of all proper governmental authorities having any jurisdiction in the premises.

4. LAKEHEAD, its contractors and subcontractors shall maintain ten (10') feet vertical and fifteen (15') feet horizontal clearance to overhead wires of The Detroit Edison Company with construction equipment during installation of the pipe line and during operations, maintenance, removal, replacement or repair of said pipe line.

5. No construction shall be commenced nor shall any major maintenance or repairs be initiated by LAKEHEAD on said pipe line until LAKEHEAD shall first notify The Detroit Edison Company's Manager of Operations at 2000 Second Avenue, Detroit, Michigan, of its intentions to do so, no less than five (5) days prior to the date on which such work is scheduled to commence. Major maintenance or repairs, as referred to herein, shall be defined as such maintenance or repairs as involve the use of equipment which may reasonably be considered to create a hazard because of its proximity to The Detroit Edison Company's lines or equipment installed at, near, above or adjacent to the premises described in this Easement Grant.

6. Any protective apparatus or cathodic protection proposed to be used by LAKEHEAD on its pipe line shall be submitted to EDISON for approval and shall not be utilized if EDISON advised LAKEHEAD that method of such protection will adversely effect the installation or structures of The Detroit Edison

Company above, near or adjacent to the premises described in this Easement Grant.

7. EDISON shall have the right to inspect and examine said pipe line during the period of construction and in the course of any maintenance or repair thereof, in order to ascertain LAKEHEAD is complying with the terms and conditions of this Grant.

8. No right to use the surface of the land is hereby granted except for the purposes herein stated and the aforesaid purposes of ingress and egress; and upon the completion of construction of said pipe line, LAKEHEAD shall restore the surface of the premises to their original condition as nearly as may be before said pipe line was constructed.

9. LAKEHEAD shall be responsible as an insurer for, and shall reimburse and pay to EDISON and The Detroit Edison Company damages occasioned to it by LAKEHEAD, its agents, employes, servants or by any contractors employed by LAKEHEAD in the laying, repairing, maintaining, operation or removing of said pipe line or any part thereof; or any damages that may result to the property or employes of EDISON and The Detroit Edison Company or to said premises above identified from any reason or cause in consequence of the granting by EDISON of the aforesaid right or the presence upon the premises of the property of LAKEHEAD or its servants, employes or contractors.

10. LAKEHEAD agrees at all times to indemnify and save EDISON and The Detroit Edison Company harmless from all claims, demands, causes of action, actions and suits of any kind or character that may be asserted against EDISON or The Detroit Edison Company by reason of any act done or committed or any act omitted to be done by LAKEHEAD, its agents, employes, servants or contractors in the exercise or performance, or purported exercise or performance, of any of the rights granted hereby or the obligations imposed hereby, and also against all claims and demands arising from the leaking, breaking or bursting of said pipe line, or from the presence, construction, location, manner of maintenance or lack of repair of said pipe line and the necessary appurtenances thereto.

11. If and whenever LAKEHEAD shall abandon the use of said pipe line, it shall notify EDISON of the fact of such abandonment and LAKEHEAD's rights in the lands described above shall immediately terminate; it being understood and agreed however, that LAKEHEAD, its successors and assigns, shall remove such portions of the pipe line as it desires to salvage and shall restore the lands when such removal takes place, to their original condition as nearly as possible.

12. LAKEHEAD shall, on or before March 31, 1970, either complete a survey line for the proposed pipe line or construct the initial pipe line so as to define the right of way. If LAKEHEAD elects to not complete a survey line for the proposed pipe line or construct the initial pipe line prior to the above date, this Easement and all rights and obligations thereof, shall terminate and LAKEHEAD shall record a release hereof in the offices of the Register of Deeds, Oakland County, Michigan.

The covenants and conditions hereby contained shall be binding upon and inure to the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

In the Presence of:

Thomas H. Berger

Irene C. Kata
IRENE C. KATA

Faye M. Wallah

Samuel F. Hawthorne

THE EDISON ILLUMINATING COMPANY OF DETROIT

By: Robert W. Hartwell

Robert W. Hartwell Vice-President

By: Lillian J.H. Carroll

Lillian J.H. Carroll Assistant Secretary

LAKEHEAD PIPE LINE COMPANY, INC.

By: W. C. Baker

By: W. C. Baker

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 13th day of October, 1969, before me the sub-
scriber, a Notary Public in and for said County, appeared Robert W. Hartwell
and Lillian J.H. Carroll, to me personally known,
who being by me duly sworn did say they are ~~xxx~~ a Vice President and
an Assistant Secretary of THE EDISON ILLUMINATING COMPANY OF DETROIT, a
Michigan corporation, and that the seal affixed to said instrument is the cor-
porate seal of said corporation, and that said instrument was signed in behalf
of said corporation by authority of its Board of Directors, and Robert W. Hartwell
and Lillian J.H. Carroll acknowledged said instrument
to be the free act and deed of said corporation.

Irene C. Kaita
IRENE C. KAITA
Notary Public, Wayne County, Michigan
My Commission Expires June 24, 1972

WISCONSIN
STATE OF ~~WISCONSIN~~)
) SS.
COUNTY OF DOUGLAS)

On this 31st day of October, 1969, before me the sub-
scriber, a Notary Public in and for said County, appeared George S. Marks
and W. C. Cochrane, to me personally known, who being by me duly sworn
did say they are the Attorney in Fact and Assistant Secretary
of LAKEHEAD PIPE LINE COMPANY, INC., a Delaware corporation, and that the seal
affixed to said instrument is the corporate seal of said corporation, and
that said instrument was signed in behalf of said corporation, by authority
if its Board of Directors, and George S. Marks and W. C. Cochrane
acknowledged said instrument to be the free act and deed of said corporation.

Shirley J. Baker
Notary Public, _____ County, _____
My Commission Expires _____

PREPARED BY: Keith L. Roach
2000 Second Avenue
Detroit, Michigan 48226

Notary Public, Douglas County, Wisconsin
My Commission Expires March 22, 1970