

ROADWAY EASEMENT

THIS INDENTURE, made this 25th day of JUNE, 1975, between THE EDISON ILLUMINATING COMPANY OF DETROIT, a Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON," and CLIFFORD L. FILHART and WILMA FILHART, his wife, of Box 137, Rt 1, Lopez, Indiana 46571, hereinafter referred to as "GRANTEE."

W I T N E S S E T H

EDISON, in consideration of the agreements herein contained and the sum of One (\$1.00) Dollar to it in hand paid, receipt whereof is hereby acknowledged does, subject to the reservations, terms and conditions hereinafter set forth, by these presents grants and conveys to GRANTEE, their respective heirs, representatives, successors and assigns, an easement over and across a certain parcel of land situated in the Township of Brandon, Oakland County, Michigan, described as:

A 66' wide Roadway Easement, being part of Section 21, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan, described as follows: Beginning at a point on the North line of Section 21, which bears North 89°30'03" East, 854.00 feet from the Northwest Corner of said Section 21; thence along said North line of Section 21, North 89°30'03" East, 66.00 feet; thence South 0°35'04" East, 66.00 feet; thence South 89°30'03" West, 66.00 feet; thence North 0°35'04" West, 66.00 feet to the Point of Beginning. Subject to easements and restrictions of record.

upon the following terms and conditions:

(1) This Easement is granted to GRANTEE for the sole purpose of constructing, operating and maintaining thereon a roadway, 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 or go through said premises.

(2) The grant of this Easement is expressly made subject to the superior right of EDISON to overhang and use the surface and to utilize the subsurface for the construction, maintenance and operation of their lines for the transmission and distribution of electricity and GRANTEE shall assume and shall bear and pay to EDISON all

damage, losses or injury occasioned to EDISON by GRANTEE, its agents, employes, servants or independent contractors of GRANTEE in the construction, maintenance and operation of said roadway.

(3) GRANTEE agrees that in accordance with the policy of EDISON it will include in the specifications the requirement that in the construction, maintenance and operation of said roadway, they will at all times maintain at least ten (10') feet of vertical clearance and fifteen (15') feet of horizontal clearance between any type of construction equipment, including cranes, derricks or lifting devices which may be placed upon or used on or in said land and the conductors of the lines of EDISON for the transmission and distribution of electricity.

(4) This roadway 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 until GRANTEE shall first notify EDISON of their intention to do so not less than seven (7) days prior to the date on which such work is to be commenced. Said notice shall be addressed to the Director of Real Estate and Rights of Way of EDISON at 2000 Second Avenue, Detroit, Michigan 48226.

EDISON shall have the right to inspect and examine said roadway during the period of construction or during the course of any maintenance thereof in order to ascertain that the terms and conditions of this Grant are being complied with.

(5) GRANTEE expressly agrees to indemnify and hold EDISON harmless against any and all claims, damages, suits or other burdens whatsoever, resulting from or arising out of, directly or indirectly, GRANTEE's use of the premises under this Easement.

(6) If and whenever GRANTEE shall abandon the use of said roadway and the necessary appurtenances thereto, they shall notify EDISON in a written recordable document of the fact of such abandonment and GRANTEE's rights in the land described above shall immediately terminate; it being understood and agreed, however, that GRANTEE shall restore the land above identified to their original conditions as nearly as may be.

(7) EDISON agrees that it will not unreasonably interfere with the use granted to GRANTEE by this Easement grant.

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 set their hands and seals on the day and year first above written.

In the Presence of:

THE EDISON ILLUMINATING COMPANY
OF DETROIT

Raymond G. Dupont
RAYMOND G. DUPONT

BY: Robert W. Hartwell
R. W. Hartwell - VICE PRESIDENT

Irene C. Kata
IRENE C. KATA

Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

(ACCEPTED)

Retha J. Mishler

Clifford L. Filhart
CLIFFORD L. FILHART

Elmer J. Wingard

Wilma Filhart
WILMA FILHART

DATE: July 22, 1975

Box 137 RR #1
Topeka Ind. 46571

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 25th day of JUNE, 1975, before me the subscriber, a Notary Public in and for said County, appeared R. W. Hartwell, to me known and being by me duly sworn did say he is the VICE PRESIDENT of THE EDISON ILLUMINATING COMPANY OF DETROIT, a Michigan 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 of its Board of Directors, and said R. W. Hartwell acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kata
IRENE C. KATA Notary Public
Wayne County, Michigan

My Commission Expires: May 14, 1976

PREPARED BY: James J. Daskaloff
2000 Second Avenue
Detroit, MI 48226

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RAYMOND C. DEBONT

RAYMOND C. DEBONT

ASSIST. SECRETARY

WILLIAM J. H. CARROLL

RAYMOND C. DEBONT

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RAYMOND C. DEBONT

APPROVED		DATE
LEGAL		
PLANT ACCOUNTING		
REAL ESTATE AND RIGHTS OF WAY	W. G. H.	6-23-75
ENGINEERING	W. G. H.	5-29-75
SERVICE PLANNING		
BLOGS. & PROP.		
INSURANCE		