

ROADWAY EASEMENT

THIS INDENTURE, made this 7th day of MAY, 1976, between THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON," and DAVID L. ROE of 1570 Lockwood, Ortonville, Michigan, 48462, 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 and No/100 (\$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 grant and convey to GRANTEE, his heirs, successors and assigns, a roadway easement over and across a certain parcel of land situated in the Township of Brandon, Oakland County, Michigan, described as:

The East 66 feet of the following described parcel:

That certain piece or parcel of land described as part of east one-half (E $\frac{1}{2}$) of southeast quarter (S.E. $\frac{1}{4}$) of northwest quarter (N.W. $\frac{1}{4}$) Section 23, Town 5 North of Range 9 East, according to the plat attached to the deed from J. E. Wade and Frances H. Wade to Detroit, Lake Orion & Flint Railway, dated March 21, 1901 and recorded in Liber 196 of Deeds, page 300, Oakland County Records.

upon the following terms and conditions:

(1) This easement is granted to GRANTEE for the sole purpose of construction, maintenance and operation of a roadway thereon, together with the right at all reasonable times hereafter to enter upon said easement for 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, his 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, it will at all times maintain at least fifteen (15') feet of vertical clearance and twenty (20') 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 its intention so to do 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 Overhead Transmission, System Construction Department 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) The covenants and undertakings imposed upon GRANTEE hereunder shall be binding upon his contractor or contractors performing any work on the easement hereby granted to GRANTEE or on the lands of EDISON adjacent thereto, and GRANTEE shall not be released from his covenants and undertakings under this instrument.

(7) If and whenever GRANTEE shall abandon the use of said roadway and the necessary appurtenances thereto, he 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 and its necessary appurtenances shall be abandoned, the provisions of this paragraph shall be applicable to that portion.

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

(9) This grant of easement is subject to a certain Mortgage and Deed of Trust dated October 1, 1924, between The Detroit Edison Company and Bankers Trust Company, a New York corporation, Trustee, 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 Agreement 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

Mary Ann Misiak
MARY ANN MISIAK

By: W. C. Arnold
W. C. Arnold, Director, Real Estate and Rights of Way Dept.

Irene C. Kata
IRENE C. KATA

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

ACCEPTED

In the Presence of:

John F. Loprete
JOHN F. LOPRETE

David L. Roe
DAVID L. ROE

Michael M. Griffin
MICHAEL M. GRIFFIN

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 7th day of April, 1976, before me the subscriber, a Notary Public in and for said County, appeared W. C. Arnold and Lillian J.H. Carroll to me personally known, who being by me duly sworn did say they are the Dir., RE & R/W Dept. and Asst. Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the

