

PERMIT
(Roadway)

Date April 7, 1976

TO: David L. Roe
1500 Lockwood
Ortonville, Michigan 48462

Pursuant to your request, please be advised that The Detroit Edison Company, a New York corporation, hereby grants to you a revocable permit to use for Roadway purposes

the following described premises situated in the Township of Brandon, Oakland, County, Michigan, to-wit:

The southerly 66' of the following described property:

That certain piece or parcel of land described as part of east one half (E.½) of southeast quarter (S.E.¼) of northwest quarter (N.W.¼) 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.

This Permit is granted upon the following terms and conditions only:

- (1) It is understood and agreed that this Permit is personal unto you and is not to be construed as giving any general rights to the public.
- (2) The right to use the above-described land for the aforesaid purpose shall be subject to the paramount rights of The Detroit Edison Company to construct, operate, service and maintain lines for the transmission and distribution of electricity and Company communication facilities.
- (3) The Detroit Edison Company shall not be liable to you for any damage whatsoever in the event that your use of said premises is impaired or terminated, and this Permit is granted on condition that your presence on said lands shall be at your sole risk.
- (4) This Permit is granted on condition that you shall and will at all times hereafter indemnify and save harmless The Detroit Edison Company against any and all detriment, damages, losses, claims, demands, suits, costs or other expenses which The Detroit Edison Company may suffer, sustain or be subject to, caused either wholly or in part, directly or indirectly, by reason of your use of the property under this Permit.
- (5) This Permit is terminable upon thirty (30) days written notice to you and upon expiration of such thirty (30) days after service of such notice, this Permit and the rights and privileges granted hereby shall be absolutely terminated and extinguished.
- (6) No warranty of title is made with regard to the land which is the subject of this Permit.

If you are willing to accept this Permit upon the above terms, will you please sign a copy of this Permit below the word "Accepted" and return said copy for our files.

THE DETROIT EDISON COMPANY

BY James A. Robertson
James A. Robertson, Supervisor
Real Estate, Rights of Way & Claims

ACCEPTED:

David L. Roe
David L. Roe

Date: 5/7/76