

ROADWAY EASEMENT

THIS INDENTURE, made this 15th day of June, 1988, by and between THE DETROIT EDISON COMPANY, a Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MICHELLE PASCHAL, Trustee under a trust created by Lillian Mary Corey on August 7, 1980 of 582 DeMille Road, Lapeer, Michigan 48446, and Thomas Laviolette and Richard Unruh on behalf of a partnership to be formed hereinafter referred to collectively as "GRANTEE".

W I T N E S S E T H:

EDISON, in consideration of the agreements herein contained and pursuant to an option agreement dated July 18, 1967 and letters subsequently dated November 29, 1967, GRANTEE hereby does fully and completely release and forever discharge The Detroit Edison Company, its successors and assigns from any and all agreements, conditions, promises and legal obligations as set forth in the above described documents, does, subject to the reservations, terms and conditions hereinafter set forth, by these presents grant and convey to GRANTEE, its successors and assigns, a roadway easement on a certain parcel of land situated in the Township of Brandon, Oakland County, Michigan, described as:

A 66 foot wide private road easement over and across a Detroit Edison Company, 200 foot wide fee strip, being part of the Southwest 1/4 of Section 10, Town 5 North, Range 9 East, the centerline of which is described as: Beginning at a point on the Southwesterly line of the Detroit Edison Company fee strip that is South 44°36'10" East 776.84 feet from the West 1/4 corner of Section 10; thence on a curve to the left whose radius is 200.00 feet, central angle of 09°24'21", chord bearing and distance of North 49°51'27" East 32.80 feet; thence North 45°09'17" East 167.27 feet to the Northeasterly line of the Detroit Edison Company 200 foot wide fee strip for a point of ending.

upon the following terms and conditions:

1. This easement is granted to GRANTEE for the sole purpose of maintaining and operating 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 occupy said premises.

2. The grant of this easement is expressly made subject to the superior right of EDISON to construct and use the surface of said premises for the transmission and distribution of electricity and GRANTEE shall assume and shall bear and pay to EDISON all damages, losses or injury occasioned to EDISON by GRANTEE, its agents, employees, servants or independent contractors in the maintenance and operation of said roadway.

3. GRANTEE agrees that in accordance with the policy of EDISON it will include in its specifications the requirement that in the maintenance and operation of said roadway, any contractors, will at all times maintain at least twenty (20) feet of vertical and twenty (20) feet of horizontal clearance from EDISON lines, conductors, and any devices which EDISON will place upon or use on said land.

GRANTEE further agrees to instruct its own employes to maintain these same clearances. No mounding of dirt or change in elevation is permitted which would decrease the clearance of EDISON'S existing transmission lines.

4. It is understood and agreed by the parties hereto that the natural drainage of EDISON'S property will not at any time be changed, altered or disturbed. Moreover, any necessary change in the presently existing grade of the subject premises must first be approved by EDISON.

5. The granting of this easement is further conditioned upon acceptance of the responsibility and incurred expenses in connection with the tamping of the enclosed portion of the subject roadway prior to said construction so that it shall be able to support a vehicular weight of twelve thousand (12,000) pounds per axle.

6. 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 to do so not less than seven (7) days prior to the date on which such work is to be commenced. Said seven (7) day notification shall be waived in emergency situations. It is understood that for the purpose of this provision, an emergency situation shall be considered a condition whereby immediate action is necessary in order to prevent irreparable harm to GRANTEE. Said seven (7) day notification or immediate notification shall be made to EDISON'S Director of Real Estate and Rights of Way.

EDISON shall have the right to inspect and examine said roadway during the course of any maintenance thereof in order to ascertain compliance with the terms and conditions of this easement.

7. GRANTEE covenants and agrees that it shall indemnify and hold EDISON, and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, property or both, arising directly or indirectly out of or in connection with GRANTEE or any of its contractor's use of the premises under

this easement, to which EDISON or any of its officers, agents or employes may be subject or put by reason of any act, action, negligence or omission on the part of GRANTEE, its contractors or any of its officers, agents or employes.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge or expense covered by GRANTEE'S foregoing indemnity should be brought against EDISON or any of its officers, agents or employes, GRANTEE hereby covenants and agrees to assume the defense therefore and defend the same at GRANTEE'S own expense and to pay any and all costs, charges, attorney's fees and other expenses, and any and all judgments that may be incurred by or obtained against EDISON or any of its officers, agents or employes in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of EDISON in such suits or other proceedings GRANTEE shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

GRANTEE and its contractors, shall, at their own expense procure, maintain and keep in effect during the term of this agreement, and any extensions or renewals thereof, a policy of Public Liability Insurance, satisfactory to EDISON in form and substance, including Contractual Liability coverage for the liability assumed herein, in the amount of \$500,000 each person, \$1,000,000 each occurrence bodily injury liability and \$500,000 each occurrence property damage liability. Such insurance shall include explosion damage, collapse or damage to underground property (commonly known as "XCU").

With respect to damage to GRANTEE, and its contractors' property used on said premises, GRANTEE and its contractors hereby agrees to waive its rights of recovery against EDISON and if such property is insured to waive the insurer's rights to subrogation.

GRANTEE and its contractors shall at the time of acceptance of this easement, provide EDISON'S Director of Real Estate and Rights of Way with a Certificate of Insurance evidencing such insurance coverage as provided for herein, and evidence of renewals thereof. Such certificates shall state that no material change or cancellation can be effected without ten (10) days prior written notice to EDISON.

It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release GRANTEE'S liability under the indemnity provisions as provided herein.

8. If and whenever GRANTEE shall abandon the use of said roadway and the necessary appurtenances thereto, it 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.

9. It is expressly understood and agreed that none of the provisions, covenants or agreements contained herein are intended to create any beneficial rights whatsoever in any party or parties not a signatory hereto.

10. This easement is subject to a certain Mortgage and Deed of Trust, dated October 1, 1924, between The Detroit Edison Company and Banker's Trust Company, a New York corporation, Trustees, 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.

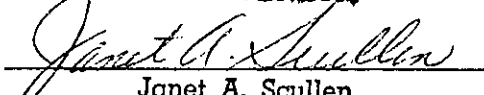
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers as to the day and year first above written.

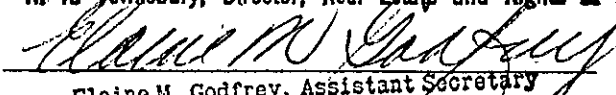
In the Presence of:

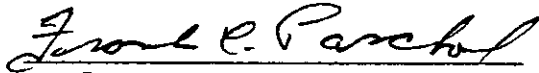
THE DETROIT EDISON COMPANY


MICHAEL C. VENETIS

By: 
R. R. Jewksbury, Director, Real Estate and Rights of Way


Janet A. Scullen

By: 
Elaine M. Godfrey, Assistant Secretary
GRANTEE



By: _____



By: 
MICHELLE PASCHAL, TRUSTEE UNDER A TRUST
CREATED BY LILLIAN MARY COREY ON AUGUST 7,
1980, LAND CONTRACT SELLER

By: 
THOMAS LAVIOLETTE, ON BEHALF OF A PARTNERSHIP
TO BE FORMED, LAND CONTRACT PURCHASER

By: 
RICHARD UNRUH, ON BEHALF OF A PARTNERSHIP
TO BE FORMED, LAND CONTRACT PURCHASER

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 27th day of June, 1988, by R.F. Tewksbury and Elaine M. Godfrey of the THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of the corporation.

Janet A. Sullivan
Notary Public, Macomb County, MI
My Commission Expires: 7-31-89
Acting in Wayne County

STATE OF MICHIGAN)
)SS
COUNTY OF Acting)
 in Oakland

The foregoing instrument was acknowledged before me on this 15th day of June, 1988, by MICHELLE PASCHAL, Trustee under a trust created by Lillian Mary Corey on August 7, 1980.

Denise M. Zettel
Notary Public, _____ County, MI
My Commission Expires: _____

DENISE M. ZETTEL
NOTARY PUBLIC-LAPEER COUNTY, MICH.
MY COMMISSION EXPIRES 2-4-92

STATE OF MICHIGAN)
)SS
COUNTY OF Acting)
 in Oakland

The foregoing instrument was acknowledged before me on this 15th day of June, 1988, by THOMAS LAVIOLETTE, on behalf of a partnership to be formed.

Denise M. Zettel
Notary Public, _____ County, MI
My Commission Expires: _____

DENISE M. ZETTEL
NOTARY PUBLIC-LAPEER COUNTY, MICH.
MY COMMISSION EXPIRES 2-4-92

STATE OF MICHIGAN)
)SS
COUNTY OF Acting)
 in Oakland

The foregoing instrument was acknowledged before me on this 15th day of June, 1988, by RICHARD UNRUH, on behalf of a partnership to be formed.

Denise M. Zettel
Notary Public, _____ County, MI
My Commission Expires: _____

DENISE M. ZETTEL
NOTARY PUBLIC-LAPEER COUNTY, MICH.
MY COMMISSION EXPIRES 2-4-92

Prepared by: James J. Daskaloff
2000 Second Avenue
Detroit, Michigan 48226

Notary Public Seal for Denise M. Zettel, LaPeer County, Michigan, Commission Expires 2-4-92. The seal includes a grid for recording notary acts.