

New Temp Sec 7

EASEMENT AGREEMENT

SHELL OIL COMPANY, a Delaware corporation, ("Grantor") with offices at 17370 Laurel Park North in Livonia, Michigan for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration received does hereby grant unto Detroit Edison ("Grantee") with offices at 30400 Telegraph Road in Birmingham, Michigan an easement for the purposes of construction, operation, maintenance, repair, removal and use for the transmission of electrical power and/or communication system including poles, towers, guy wires and anchors (the location of said poles, towers, guy wires and anchors to be mutually agreed upon) and other appurtenances (including the right to cut and keep clear all trees and shrubs which, in the opinion of Grantee, at any time interfere or threaten to interfere with Grantee's facilities) thereto in, under and across a parcel of land in Wixom, County of Oakland, State of Michigan (herein called "Easement Area") described on Exhibit "A" attached hereto together with the right of ingress over the Easement Area for the exercise of the rights herein granted; but, subject always to the covenants and conditions which Grantee by acceptance of this Agreement assumes and agrees:

1. To defend and indemnify Grantor against any and all claims, suits, loss, cost and liability on account of injury or death of persons or damage to any property caused by or arising from the exercise of the easement and rights herein granted and of any negligence of Grantor. B#92 REG/DEEDS PAID
0001 AUG 31 '93 10:07AM
4213 MISC 15.00
2. To restore the Easement Area including any part of Grantor's adjoining Premises that may have been interfered with by Grantee to or near the same condition as existed at the time of each entry for the exercise of the rights herein granted.
3. Not to unreasonably obstruct or prevent the ingress and egress of the remainder of Grantor's adjoining premises. B#92 REG/DEEDS PAID
0001 AUG 31 '93 10:07AM
4213 RMT FEE 2.00
4. To remove all improvements installed by the Grantee in the Easement Area (a) upon any abandonment of same or (b) if Grantee ceases to use the same for a consecutive period of six (6) months which shall also constitute abandonment whereupon this Agreement will terminate and have no further force and effect.
5. That the easement and rights herein granted are nonexclusive, and are subject to all other easements and encumbrances either of record or evidenced physically on or in the Easement Area.
6. Grantee hereby remises, releases and quitclaims to Grantor all of Grantee's right, title and interest in and to the herein described Easement Area in the event all or any part of Grantor's premises are acquired or taken for public or quasi-public use as a result of negotiation or a condemnation proceeding. Grantee further agrees at the written request of Grantor to execute any such documents to satisfy the requirements of any condemning authority to implement the foregoing to the satisfaction of Grantor.

GRANTOR reserves the right to use the Easement Area in any way and for any purpose not inconsistent with the rights herein granted including the right to grant easement rights to others.

GRANTOR will not construct or permit the construction of a permanent building or buildings or other structures in or upon the Easement Area.

GRANTOR covenants that (1) Grantor has title to the Easement Area; (2) the Easement Area is free and clear of all liens and encumbrances except as hereinabove specified; and, (3) Grantor will defend the title thereto against the claims of all persons claiming by, through or under Grantor, but no further.

A

Dface

RECORDED RIGHT OF WAY NO. 4/5258

1500
x 2000

This Easement Agreement may not be assigned by Grantee without the prior written consent of Grantor.

Notices hereunder shall be given only by certified mail or air courier or by facsimile electronic transmission and shall be deemed given when the notice is deposited in the mail or with the air courier or facsimile electronic transmission service, postage or charges prepaid with confirmation of delivery requested, and directed to the party for whom intended at such party's address first herein specified, or such other address as such party may have substituted therefor by notice to the other.

SUBJECT to the foregoing this Easement Agreement shall run with the land, and shall bind and inure to the benefit of Grantor's successors and assigns and Grantee's heirs, administrators, executors, successors and assigns.

EXECUTED as of June 21, 1993.

WITNESSES:

SHELL OIL COMPANY

R. F. Dunphy R. F. Dunphy

L. C. Jones L. C. JONES

By E. D. Ellis
E. D. ELLIS
MANAGER CORPORATE REAL ESTATE
CORPORATE AFFAIRS

Attest [Signature]
Assistant Secretary

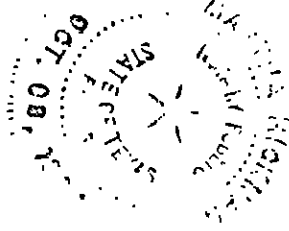


STATE OF TEXAS }
COUNTY OF HARRIS } SS:

The within and foregoing instrument was acknowledged before me this 21st day of June, 1993, by E. D. Ellis, the Manager, Corporate Real Estate Shell Oil Company, a Delaware, corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires: 10/08/94



Martha Hickman
Notary Public

RECORDED RIGHT OF WAY NO. 45298

WITNESS:

THE DETROIT EDISON COMPANY

James D. McDonald
JAMES D. McDONALD

Ron A. May (Grantee)
RON A. MAY, DIRECTOR

Dennis L. Brewer
DENNIS L. BREWER

(Seal)

STATE OF MICHIGAN }
COUNTY OF OAKLAND } SS:

The within and foregoing instrument was acknowledged before me
this 20th day of MAY, 1993, by RON A. MAY, DIRECTOR,
OF the SOUTH OAKLAND SERVICE CENTER of THE DETROIT EDISON COMPANY, a
MICHIGAN, corporation, on behalf of the corporation.

Witness my hand and official seal.

JAMES D. McDONALD
Notary Public, Oakland County, MI
My Commission Expires April 21, 1995

My commission expires: _____

James D. McDonald
Notary Public

RECORDED RIGHT OF WAY NO. 45098

This instrument was prepared under the supervision of
T.F. Moran, a representative of SHELL OIL COMPANY,
17370 Laurel Park N. #200 Livonia, MI 48152

DRAWING

**FOR A PROPOSED EASEMENT FOR ELECTRIC LINES OVER PROPERTY
BEING PART OF THE SOUTHEAST 1/4 OF SECTION 7, T. 1 N., R. 8 E.,
CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN.**

APRIL 9, 1993

SHEET 2 OF 2

SURVEY NO. 17960-B-REVISED

REVISED APRIL 13, 1993

FOR: SHELL OIL COMPANY

ELECTRIC EASEMENT DESCRIPTION -A- ^{Novi} PART OF PARCEL NO. 22-07-401-034 (22-7-401-027)

DESCRIPTION FOR A PROPOSED 10 FOOT WIDE EASEMENT FOR ELECTRIC LINES OVER PROPERTY BEING PART OF THE SOUTHEAST 1/4 OF SECTION 7, T. 1 N., R. 8 E., CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, T. 1 N., R. 8 E., CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN AND RUNNING THENCE NORTH 02 DEGREES 44 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 1046.54 FEET TO A POINT; THENCE SOUTH 87 DEGREES 15 MINUTES 40 SECONDS WEST, ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF THE INTERSTATE 96 FREEWAY (WIDTH VARIES), A DISTANCE OF 80.00 FEET TO THE POINT OF INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE PROPOSED WESTERLY LINE OF WIXOM ROAD (PROPOSED 180 FEET WIDE), SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 02 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID PROPOSED WEST LINE OF WIXOM ROAD, SAID LINE BEING 80.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 87 DEGREES 15 MINUTES 40 SECONDS WEST, ALONG A LINE 10.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF SAID LIMITED ACCESS FREEWAY RIGHT-OF-WAY LINE, A DISTANCE OF 395.17 FEET TO A POINT; THENCE NORTH 02 DEGREES 44 MINUTES 20 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT ON SAID LIMITED ACCESS RIGHT-OF-WAY LINE; THENCE NORTH 87 DEGREES 15 MINUTES 40 SECONDS EAST, ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 395.17 FEET TO THE POINT OF BEGINNING. CONTAINING 3,952 SQUARE FEET, MORE OR LESS, OF LAND IN AREA.

ELECTRIC EASEMENT DESCRIPTION -B- ²²⁻⁰⁷⁻⁴⁰¹⁻⁰³⁴ PART OF PARCEL NO. (22-7-401-027)

DESCRIPTION FOR A PROPOSED 10 FOOT WIDE EASEMENT FOR ELECTRIC LINES OVER PROPERTY BEING PART OF THE SOUTHEAST 1/4 OF SECTION 7, T. 1 N., R. 8 E., CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, T. 1 N., R. 8 E., CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN AND RUNNING THENCE NORTH 02 DEGREES 44 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 1046.54 FEET TO A POINT; THENCE SOUTH 87 DEGREES 15 MINUTES 40 SECONDS WEST, ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF THE INTERSTATE 96 FREEWAY (WIDTH VARIES), A DISTANCE OF 80.00 FEET TO THE POINT OF INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE PROPOSED WESTERLY LINE OF WIXOM ROAD (PROPOSED 180 FEET WIDE); THENCE SOUTH 02 DEGREES 44 MINUTES 20 SECONDS EAST ALONG, SAID PROPOSED WEST LINE OF WIXOM ROAD, SAID LINE BEING 80.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 87 DEGREES 15 MINUTES 40 SECONDS WEST, ALONG A LINE 10.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF SAID LIMITED ACCESS FREEWAY RIGHT-OF-WAY LINE, A DISTANCE OF 14.80 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 69 DEGREES 01 MINUTE 00 SECONDS WEST A DISTANCE OF 72.23 FEET TO A POINT; THENCE NORTH 02 DEGREES 44 MINUTES 20 SECONDS WEST A DISTANCE OF 22.61 FEET TO A POINT; THENCE NORTH 87 DEGREES 15 MINUTES 40 SECONDS EAST, ALONG A LINE 10.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF SAID LIMITED ACCESS FREEWAY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 02 DEGREES 44 MINUTES 20 SECONDS EAST A DISTANCE OF 8.79 FEET TO A POINT; THENCE NORTH 69 DEGREES 01 MINUTE 00 SECONDS EAST A DISTANCE OF 28.07 FEET TO A POINT; THENCE NORTH 87 DEGREES 15 MINUTES 40 SECONDS EAST, ALONG A LINE 10.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF SAID LIMITED ACCESS FREEWAY RIGHT-OF-WAY LINE, A DISTANCE OF 31.94 FEET TO THE POINT OF BEGINNING. CONTAINING 658 SQUARE FEET, MORE OR LESS, OF LAND IN AREA.

RECORDED RIGHT OF WAY NO. 45098



DAVID C. ADAMS & SON
REGISTERED LAND SURVEYORS, INC.
25517 FIVE MILE ROAD
DETROIT, MICHIGAN 48239-3228
(313) 538-1222

ADMINISTRATION

MANAGER - CORPORATE REAL ESTATE

Certificate of Authority

S. J. Paul certifies that he is an Assistant Secretary of Shell Oil Company, a Delaware corporation; and that pursuant to the By-Laws of the Corporation, the Board of Directors has duly empowered the President to prescribe in writing the authorities and duties of any officers which he may deem advisable and appropriate and to authorize any officer of the Company to further delegate the authorities delegated to such officers and that pursuant to such powers, the President has so authorized an Executive Vice President, who then delegated such authority to a Vice President; and the following completely and correctly sets forth the authority currently delegated by said Vice President to the Manager - Corporate Real Estate, now or hereafter appointed:

in the Company's name and on its behalf, to execute, deliver, accept, assign, amend, extend, terminate or release any instruments or documents, including (without limitation) conveyances of properties (real or personal), agreements of any nature including non-recourse promissory notes and deeds of trust and mortgages related to such non-recourse notes, but excluding grants of security interests other than releases and quitclaim deeds for the purpose of clearing public records of satisfied security interests; and to execute and deliver certificates, returns and reports of any nature, which he may deem advisable or appropriate in the normal course of the Corporate Real Estate business of the Business Services Organization of the Company.

It is further certified that on June 21, 1993, E. D. Ellis was Manager - Corporate Real Estate of the Company.

RECORDED RIGHT OF FIDY NO. 45298

DRAWING

FOR A PROPOSED EASEMENT FOR ELECTRIC LINES OVER PROPERTY
BEING PART OF THE SOUTHEAST 1/4 OF SECTION 7, T. 1 N., R. 8 E.,
CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN.

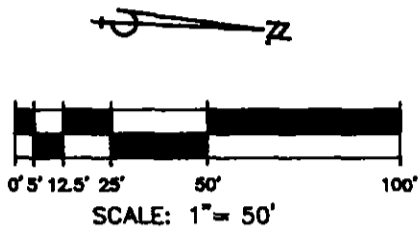
APRIL 9, 1993

SHEET 1 OF 2

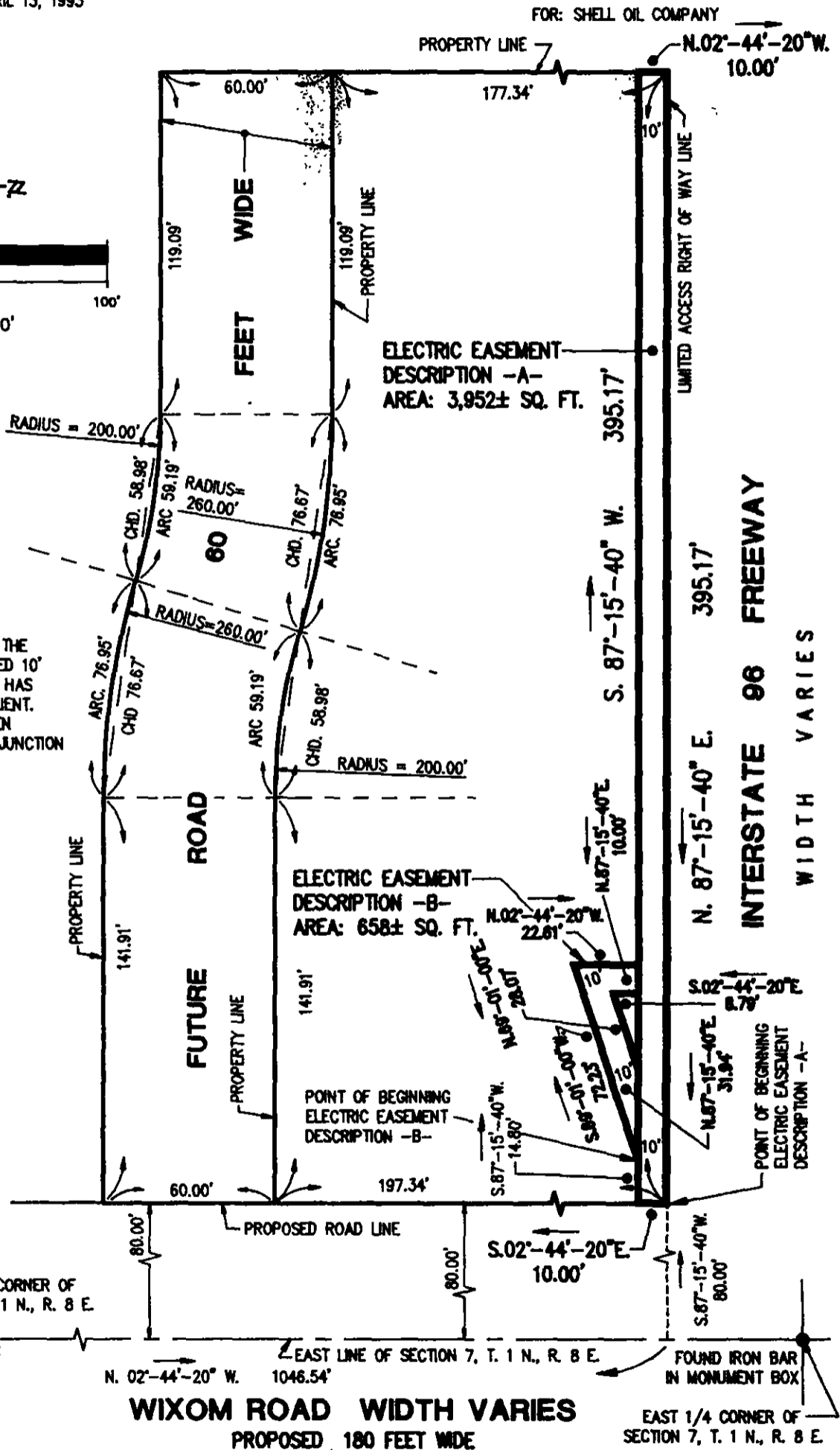
SURVEY NO. 17960-B-REVISED

REVISED APRIL 13, 1993

FOR: SHELL OIL COMPANY



NOTE:
DATA USED TO ESTABLISH THE
LOCATION OF THE PROPOSED 10'
EASEMENT SHOWN HEREON HAS
BEEN SUPPLIED BY THE CLIENT.
NO FIELD SURVEY HAS BEEN
PERFORMED BY US IN CONJUNCTION
WITH THIS DRAWING.



RECORDED RIGHT OF WAY NO. 46298

WIXOM ROAD WIDTH VARIES
PROPOSED 180 FEET WIDE

EAST 1/4 CORNER OF SECTION 7, T. 1 N., R. 8 E.

by: *Paul J. Krietsch*
PAUL J. KRIETSCH
PROFESSIONAL SURVEYOR NO. 30086



DAVID C. ADAMS & SON
REGISTERED LAND SURVEYORS, INC.
25517 FIVE MILE ROAD
DETROIT, MICHIGAN 48239-3228
(313) 538-1222