

3. Grantors hereby reserve the right to locate other utilities in the aforesaid easement area and further reserve the right to use the surface area for any purpose whatsoever (including but not limited to paving, parking, driveway and landscaping) so long as the same do not substantially interfere with Grantee's right to install, maintain, repair and replace the electrical and telephone lines.

4. Grantors hereby reserve the right from time to time in their sole discretion to relocate, at their expense, the electrical and telephone lines or any portion thereof. In the event of such relocation, Grantors will grant to Grantees a new easement and Grantees will release the existing easement.

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5. Grantees hereby expressly agree to indemnify, defend and hold harmless Grantor from and against any and all liability resulting from the existence of the electrical and telephone lines within the easement areas and the acts and work performed by Grantees pursuant to this instrument. Except for claims arising out of Grantor's sole proven negligence.

DNE

6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on the day and year first above written.

WITNESSES:

Edwin G Dunne
EDWIN G DUNNE

Christina Kleinknecht
CHRISTINA KLEINKNECHT

Grantor:

1401 TROY ASSOCIATES LIMITED PARTNERSHIP,
a Michigan limited partnership

By: 1401 Troy Research Associates Limited Partnership,
a Michigan limited partnership

Its: General Partner

By: 1401 Troy, Inc., a Michigan corporation

Its: General Partner

By: *DMSL*
Douglas M. Etkin

Its: President

[Signatures continued on the following page]

RECORDED RIGHT OF WAY NO. 45122-2