

E A S E M E N T

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THIS INDENTURE, Made this 1st day of September, 1955, by and between GENERAL MOTORS CORPORATION, a Delaware corporation, having a principal place of business at 3044 West Grand Boulevard, Detroit 2, Michigan, GRANTOR, and CONSUMERS POWER COMPANY, a Maine corporation, duly authorized to do business in Michigan and having a principal office at 212 West Michigan Avenue, Jackson, Michigan, GRANTEE,

1 *
RECORDED RIGHT OF WAY NO.

W I T N E S S E T H:

The GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by GRANTEE, the receipt of which sum is hereby acknowledged, does hereby grant and convey to GRANTEE the right and easement to construct, operate and maintain three (3) steel tower, wood pole structures and/or pole electric transmission, distribution and communication lines upon, over and across GRANTOR'S lands herein described and situated in the City of Pontiac, County of Oakland, State of Michigan.

38776 Pt 3 1392
- ATT'Y WALTER (END)

The lines which run in a Northerly and Southerly direction are located as follows:

The route of the center line of the FIRST and most Westerly transmission line is described as: Beginning at a point on the South line of East Sheffield Avenue, formerly Virginia Avenue, in the recorded plat of Glenwood Estates Subdivision, Liber 22 Plats, page 8, ninety-seven (97) feet East of West line of Lot 1 of Glenwood Estates Subdivision; Running thence South to the South line of vacated Hopkins Avenue, to a point 158 feet East of the East line of the Pontiac, Oxford

Consumers Power Co - Jackson Mich

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

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REGISTER OF DEEDS

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LIBER 3409 PAGE 114

and Port Austin Railroad (now Grand Trunk Western Railroad Company).

The route of the center line of the SECOND transmission, distribution and communication line is located Easterly of and not more than sixty feet (60) from the center line of the FIRST and most Westerly transmission line.

The route of the center line of the THIRD electric transmission, distribution and communication line is located Easterly not more than 120 feet from the center line of the FIRST and most Westerly transmission line.

GRANTOR'S lands which said transmission lines cross are described as:

PARCEL 1

All that certain piece or parcel of land situate and being in the City of Pontiac, County of Oakland and State of Michigan, known and described as follows, to-wit:

Parts of Lots 1, 4, 5 and 6 and all of Lots 7 and 8, all in Glenwood Estates Subdivision of the Northwest Quarter of the Northwest Quarter of Section 16 and the Northeast Quarter of the Northeast Quarter of Section 17, in Town 3 North, Range 10 East, more particularly described as follows:

Beginning at the Northeast corner of Lot 8; thence West along the North line of Lot 8, a distance of one hundred twenty (120) feet to a point on the East line of Lot 1; thence North along the East line of Lot 1, a distance of two hundred ninety-two (292) feet to a point on the South line of East Sheffield Avenue (formerly Virginia Avenue); thence West along the South line of Sheffield Avenue, produced West, a distance of two hundred sixty-two and fifty-eight one hundredths (262.58) feet to a point distant thirty-three (33) feet measured at right angles Northeasterly from a point in the center line of Grand Trunk Western Railroad Company's Wye Track, so-called, thence South-easterly on a curve to the left, having a radius of six hundred fifty-three and thirty-one one hundredths (653.31) feet, a distance of three hundred forty-four and thirty-five one-hundredths (344.35) feet to a point distant

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thirty-three (33) feet measured at right angles Northeasterly from a point in the center line of Grand Trunk Western Railroad Company's Pontiac Belt Line Main Track, so-called, the chord between the last two points making an angle of sixty-three (63°) degrees fifty-one (51') minutes, measured from East to Southeast, and having a length of three hundred forty and thirty-eight one hundredths (340.38) feet; thence continuing Southeasterly on a curve to the left, having a radius of six hundred sixty and forty-two one thousandths (660.042) feet, a distance of two hundred eighty-seven and ninety-nine one hundredths (287.99) feet to a point on the West line of Cambridge Street (formerly La Grant Avenue), the chord between the last two points making an angle of one hundred fifty-two (152°) degrees twenty-two (22') minutes, measured from Northwest to Southeast, and having a length of two hundred eighty-five and eighty-nine one hundredths (285.89) feet; thence North along the West line of Cambridge Street, a distance of one hundred eighty-two and forty-eight one hundredths (182.48) feet to point of beginning, containing an area of one and nine hundred eighty-two one thousandths (1.982) acres.

PARCEL 2

All that certain piece or parcel of land situate and being in the City of Pontiac, County of Oakland and State of Michigan, known and described as follows, to-wit:

Parts of Lots 1, 2, 3 and 4 and that part of Hopkins Avenue West of the West line of Cambridge Street (formerly La Grant Avenue), produced South, all in Glenwood Estates Subdivision of the Northwest Quarter of the Northwest Quarter of Section 16 and the Northeast Quarter of the Northeast Quarter of Section 17, in Town 3 North, Range 10 East, more particularly described as follows:

Beginning at a point of intersection of the South line of Hopkins Avenue and the West line of Cambridge Avenue, produced South, thence West along the South line of Hopkins Avenue a distance of three hundred ninety-eight and sixty-two one hundredths (398.62) feet to a point distant twenty-five (25) feet measured at right angles East from a point in the center line of Grand Trunk Western Railroad Company's Old Main Track, so-called, thence North parallel with and distant twenty-five (25) feet measured at right angles East from the said center line of Old Main Track, so-called, a distance of

RECORDED RIGHT OF WAY NO.

38776 P3 P392

four hundred fifteen and twenty-nine one hundredths (415.29) feet to a point distant thirty-three (33) feet measured at right angles Southwesterly from a point in the center line of Grand Trunk Western Railroad Company's Pontiac Belt Line Main Track, so-called; thence Southeasterly parallel with and distant thirty-three (33) feet measured at right angles Southwesterly from the said center line of Pontiac Belt Line Main Track, so-called, a distance of one hundred eighty-three and two one hundredths (183.02) feet to a point; thence continuing Southeasterly on a curve to the left, having a radius of seven hundred twenty-six and forty-two one thousandths (726.042) feet, a distance of three hundred forty-five and fifty-two one hundredths (345.52) feet to a point on the West line of Cambridge Avenue, the chord between the last two points making an angle of one hundred sixty-six (166°) degrees twenty-two (22') minutes, measured from Northwest to Southeast, and having a length of three hundred forty-two and four tenths (342.4) feet; thence South along the West line of Cambridge Street a distance of eighty-one and forty-four one hundredths (81.44) feet to a point of beginning, containing an area of one and nine hundred ninety-nine one thousandths (1.999) acres.

PARCEL 3

The West ten (10) feet of Lot 9, Glenwood Estates Subdivision of the Northwest Quarter of the Northwest Quarter of Section 16 and the Northeast Quarter of the Northeast Quarter of Section 17, Town 3 North, Range 10 East, Pontiac Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 22 Plats on page 8, Oakland County, Michigan, Register of Deeds Records.

The easement for the electric transmission, distribution and communication lines hereby granted crossing said land heretofore described, includes the right to transmit electric energy over said electric transmission, distribution and communication lines for light, heat, power, signal and communication purposes and all other purposes for which electricity may be used, and the right to enter upon said land for the purpose of erecting

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RECORDED RIGHT OF WAY NO.

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and maintaining said lines, consisting of towers, pole structures, poles, transformers, crossarms, wires, cables, anchors, guys, fixtures and appurtenances thereto belonging and the right to patrol, operate, maintain, repair, replace, enlarge or remove the same.

It is understood that non-use or a limited use of this easement by GRANTEE shall not prevent GRANTEE from later making use of the easement to the full extent herein authorized.

GRANTEE'S facilities shall be constructed and maintained in accordance with the National Electrical Safety Code and the rules and regulations of all legally authorized governing bodies.

GRANTOR hereby reserves the right to require GRANTEE to relocate its facilities in the event said electric transmission, distribution and communication lines in their present or future locations shall interfere with the future development of the property of GRANTOR and said electric transmission, distribution and communication lines in such event shall be removed by GRANTEE to a new location on GRANTOR'S property, which is suitable for said electric transmission, distribution and communication lines, at the expense of the GRANTOR.

Consumers Power Company, the GRANTEE herein, shall indemnify and save harmless General Motors Corporation from any and all loss or damage to property or injury or death of any or all persons or from any suits, claims, liability or demands in connection therewith, however caused, resulting directly or indirectly by reason of the installation, maintenance, renewal, use, existence

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RECORDED RIGHT OF WAY NO.

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or removal of said facilities, arising out of or caused by the actions, failures, negligence or omission of anyone other than General Motors Corporation, its agents, employees, licensees, contractors or assigns.

The easements herein located and described are subject to easement granted by H. S. Wheeler and Teona Wheeler, his wife, and Edward M. Stout and Grace Stout, his wife, to The Detroit Edison Company dated April 11, 1939 and recorded May 19, 1939 in Liber 61 of Miscellaneous Records, page 209, Oakland County, Michigan, Register of Deeds Records, and the permission given by Grand Trunk Western Railroad Company to City of Pontiac for sewer and water lines crossing portions of Lots 1 and 8, Glenwood Estates Subdivision.

It is further agreed that the benefits hereof shall accrue to and the obligations hereby imposed shall bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, GENERAL MOTORS CORPORATION, has caused these presents to be signed by a Vice President and attested by an Assistant Secretary and its corporate seal to be affixed hereto this 1st day of September, 1955.

Signed, Sealed and Delivered
In Presence of:

Genevieve I. Rogers
GENEVIEVE I. ROGERS

Carmen F. Paniccia
CARMEN F. PANICCIA

GENERAL MOTORS CORPORATION

By John F. Gordon
JOHN F. GORDON
Vice President

Attest: J. C. Davidson
J. C. DAVIDSON
Assistant Secretary

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss.

On this 1st day of September, A.D. 1955, personally

RECORDED RIGHT OF WAY NO.

38776 173
1392

FORM APPROVED
HENRY J. HAN
GENERAL COUNSEL

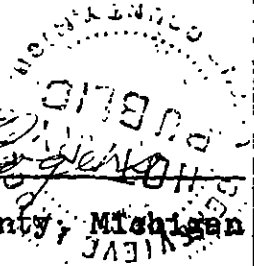
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appeared before me John F. Gordon and J. C. Davidson
to me personally known, who being by me severally duly sworn, did
say that they are respectively a Vice President and an Assistant
Secretary of GENERAL MOTORS CORPORATION, a corporation created
and existing under the laws of the State of Delaware, and that
the seal affixed to the foregoing instrument is the corporate
seal of said corporation and that the said instrument was signed
and sealed in behalf of said corporation by authority of its
Board of Directors; and the said John F. Gordon and J. C. Davidson
acknowledged the said instrument to be the free act and deed of
the said GENERAL MOTORS CORPORATION.

Genevieve I. Rogers
GENEVIEVE I. ROGERS
Notary Public, Wayne County, Michigan

My Commission Expires: April 1, 1957



RECORDED RIGHT OF WAY NO. 38776 P 3 P 392

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

January 13, 1993

Sam Evola
Gannett Outdoor Company of Michigan
88 Custer Avenue
Detroit, MI 48202-3197

Subject: Billboard Lease from The Detroit Edison Company in Lot One, Glenwood Estates Subdivision, City of Pontiac, Oakland County, Michigan
Project No. FO3018 - Account No. 224

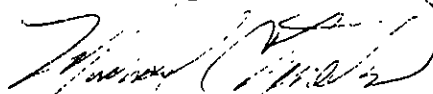
Dear Mr. Evola:

Your lease of the subject property effective January 6, 1990, expired January 5, 1993.

The lease may be renewed for a period of one year, terminating January 5, 1994, under the same terms and conditions as the original lease, except the rent will increase to \$900.00 annually; \$800.00 of this amount has been received.

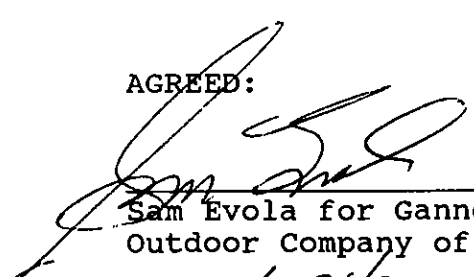
Please sign and date where indicated below and return the original of this letter along with a \$100.00 check in the enclosed envelope.

Sincerely,



Michael C. Venetis
Supervisor,
Real Estate Services

AGREED:



Sam Evola for Gannett
Outdoor Company of Michigan

Date

1-21/93

Renew Lease

Terminate Lease

RECORDED RIGHT OF MAY NO. 38776 - P392

Detroit Edison CO. SERVICE ORDER NO.

REMITTED BY Gannett Outdoor

ADDRESS 88 Custer Avenue - Detroit (Part inc)

IN PAYMENT OF Lease

PREPARED BY B. Golson DATE 1-26-93 CHECK NO. 029321 029151

WORK ORDERS	AMOUNT	TO BE USED FOR RECEIPT OF PAYMENTS FOR SERVICES NOT INVOICED THRU SUNDRY
143 BC 172	\$100.00	
143 BC 172	\$800.00	
F03018-224		
TOTAL		\$900.00

GENERAL LEDGER COUPON DE 983-0409 2-78 (CA 18) BLC-12993 ✓

GANNETT OUTDOOR

Gannett Outdoor Co. of Michigan

DESCRIPTION CODE: M - MONTHLY, B - BI-MONTHLY, Q - QUARTERLY, S - SEMI-ANNUAL, A - ANNUAL

NO. 02932

LEASE NUMBER	FROM	DATES	TO	LOCATION	DESCRIPTION	REMARKS	PAYMENT AMT
002460	01/05/93	01/05/94		WALTON E/J PRICE, SS		RENEWAL LEASE	100.00

GANNETT OUTDOOR

Gannett Outdoor Co. of Michigan, 88 Custer Avenue, Detroit, Michigan 48202, (313) 872-6030

MANUFACTURERS NATIONAL BANK, Detroit, Michigan, 8-33/720

NO. 029321

PAYEE NUMBER 000114

DATE 1/25/93 CHECK NO. 29321

Pay to the order of:

DETROIT EDISON COMPANY, SUITE 2310WCB, 2000 SECOND AVENUE, DETROIT MI 48226

NET AMOUNT *****100.00

Signature: R.J. Seimueher, TWO SIGNATURES REQUIRED OVER \$3 000

GANNETT OUTDOOR

Gannett Outdoor Co. of Michigan

DESCRIPTION CODE:
M - MONTHLY Q - QUARTERLY
B - BI-MONTHLY S - SEMI-ANNUAL
A - ANNUAL

NO. 02915

LEASE NUMBER	FROM	DATES TO	LOCATION	DESCRIPTION	*	REMARKS	PAYMENT AMT
102460	01/06/93	01/06/94	WALTON E/D PRICE, SS		A		800.00

GANNETT OUTDOOR

MANUFACTURERS NATIONAL BANK
Detroit, Michigan

NO. 029151

Gannett Outdoor Co. of Michigan
88 Custer Avenue
Detroit, Michigan 48202
(313) 872-8030

9-33/720

PAYEE NUMBER
000114

DATE	CHECK NO
1/06/93	29151

Pay to the order of:

DETROIT EDISON COMPANY
SUITE 2310WCB
2900 SECOND AVENUE
DETROIT MI 48226

NET AMOUNT
*****800.00

R. J. Seimueker
X

TWO SIGNATURES REQUIRED OVER \$3 000

John ...

⑈029151⑈ ⑆072000339⑆ 120 014657⑈

ON THE 10 ...

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

RECEIVED
FEB 7 1992
REAL ESTATE DEPT.

February 4, 1992

Mr. Sam Evola
Gannett Outdoor Company of Michigan
88 Custer Avenue
Detroit, MI 48202-3197

Subject: Billboard Lease from The Detroit Edison Company in
Lot One, Glenwood Estates Subdivision, City of
Pontiac, Oakland County, Michigan
Project No. FO 3018, Account No. 224

Dear Mr. Evola:

Your lease of the subject property effective January 6, 1990
expired January 5, 1992.

The lease may be renewed for a period of one (1) year,
terminating January 5, 1993, under the same terms and
conditions as the original lease.

Please indicate below your lease intentions and return the
original in the enclosed envelope.

Should you have any questions or concerns, please contact
Brenda Golson at 237-8316.

Sincerely,



Thomas E. Blondell
Supervisor, Real Estate
and Asset Management

BY 
Sam Evola
Gannett Outdoor Company of Michigan

DATE 2-7-92

Renew
Billboard
Lease

Terminate
Lease

REF # 505-14
/BLG Pontiac
EVOLA:TEBIV
BLWCR11

BLG
2-12-92

RECORDS CENTER MEMO

DE 963-0651 3 b0LS 1GF 11

TO B. Fulton DATE 10-01-90

THE ACCOMPANYING FILE HAS BEEN SENT TO YOU BY THE RECORDS CENTER FOR THE REASON CHECKED BELOW

FOR YOUR INFORMATION - NEW MATERIAL HAS BEEN ADDED TO FILE
PLEASE NOTE AND RETURN IT TO RECORDS CENTER AS SOON AS POSSIBLE

AT YOUR REQUEST SEE P.392 - Lease to Cannett Outdoor Co.
INDICATE BELOW IF AND WHEN IT SHOULD BE REFERRED TO YOU AGAIN

REFER TO _____ ON _____ DATE _____

OR INDICATE DISPOSITION OF AGREEMENT (PLEASE CHECK)

RENEWED EXTENDED TERMINATED _____

SIGNED _____



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

October 11, 1990

Mr. Sam Evola
Gannett Outdoor Company of Michigan
88 Custer Avenue
Detroit, MI 48202-3197

Re: Billboard-Lot One-Glenwood Estates Subdivision
City of Pontiac, Oakland County
Project No. FO1159 - R.C. File No. 38776 Part 3

Dear Mr. Evola:

Your billboard lease of subject property from The Detroit Edison Company effective January 6, 1990 will expire January 5, 1991.

The lease may be renewed for a period of one year terminating January 5, 1992 under the same terms and conditions as the original lease.

Please indicate below your lease intentions and return the original. If you have any questions or concerns you may contact David Lord at (313) 237-7227.

Sincerely,

Thomas E. Blondell
Supervisor, Real Estate
and Asset Management

By: _____

Sam Evola
Gannett Outdoor Company of Michigan

Renew
Billboard
Lease

Date: _____

Terminate
Upon
Expiration

DL/big

Detroit Edison co. SERVICE ORDER NO. _____

REMITTED BY Gannett Outdoor

ADDRESS 88 Custer Avenue

IN PAYMENT OF Billboard Lease

PREPARED BY R. B. Golson DATE 1-9-91 CHECK NO. 022522

WORK ORDERS	AMOUNT	TO BE USED FOR RECEIPT OF PAYMENTS FOR SERVICES NOT INVOICED THRU SUNDRY
<u>143BC172</u>	<u>\$800.00</u>	
		TOTAL <u>\$800.00</u>

GENERAL LEDGER COUPON DE 963-0400 2-78 (CA 19)

GANNETT OUTDOOR

Gannett Outdoor Co. of Michigan
88 Custer Avenue
Detroit, Michigan 48202
(313) 872-0030

PAYEE NUMBER
000114

MANUFACTURERS NATIONAL BANK NO. 022522
9-33/720

DATE 1/06/91 CHECK NO. 22522

Pay to the order of: DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT MI 48226

R. J. Tomushko

TWO SIGNATURES REQUIRED OVER \$3,000

⑈022522⑈ ⑆072000339⑆ 120 014657⑈

REAL ESTATE AND RIGHTS OF WAY

Project No. FO 1159
Property Name: Bloomfield-Walton R/W
Namepar: BLWRW11

Date: April 16, 1990

To: Supervisor
Records Center

From: Bonnie Davis *BD*

Subject: Billboard Lease from Detroit Edison

Attached are papers related to the lease agreement dated January 18, 1990 from Detroit Edison to Gannett Outdoor Company of Michigan to lease billboard space in part of Lot 1, Glenwood Estates Subdivision, located in the City of Pontiac, Oakland County, Michigan.

The term of the lease is one year from January 6, 1990 to January 5, 1991.

A check in the amount of \$800.00 for one year's lease was received by Customer Accounting on February 7, 1990 and credited to Work Order 143BC172.

The lease was negotiated by Richard A. Gloger.

Please incorporate these papers into Right of Way No. 38776 part 3, cross reference with Real Estate File No. 505-14 and return these files to Real Estate and Rights of Way, 426 GO, on October 1, 1990.

Approved:

Barbara A. Fulton

Barbara A. Fulton
Supervisor, Real Estate Services

attachments

- cc: G. W. Flowerday
- D. C. Gavin
- R. A. Gloger
- J. D. McDonald
- I. M. Mecha
- J. A. Persley
- W. D. Spencer
- W. C. Stamps
- J. M. Szidik
- W. J. Thrasher

RECORDED RIGHT OF WAY NO.

38776

P 392

SEE ALSO: 505-14

BILLBOARD LEASE

THIS LEASE, made this 18th day of January, 1990, between THE DETROIT EDISON COMPANY, a Michigan corporation, of 2000 Second Avenue, Detroit, MI 48226, hereinafter referred to as "LESSOR", and GANNETT OUTDOOR COMPANY OF MICHIGAN, 88 Custer Avenue, Detroit, Michigan 48202-3197, hereinafter referred to as "LESSEE".

W I T N E S S E T H

LESSOR, for and in consideration of the payments and covenants hereinafter set forth, does by these presents lease to LESSEE the premises situated in the City of Pontiac, County of Oakland, and State of Michigan, described as follows:

The E 20 ft of the W 160 ft of the N 50 ft of Lot 1, Glenwood Estates Subdivision, according to the recorded plat thereof, being a part of the NE 1/4 of the NE 1/4 of Section 17, T3N, R10E

To be used for the sole purpose of erecting one only double-faced, back to back, illuminated signboard 22 feet high, erected on a single steel beam.

The term of this Lease shall be for one (1) year commencing on the 6th day of January, 1990.

LESSOR, may, at its election terminate said Lease forthwith at any time if LESSEE shall fail to comply with or abide by each and all the covenants hereof. Waiver by LESSOR of any breach of any term or covenant hereof shall not be deemed a waiver of any subsequent breach of the same or any other term of provision hereof.

LESSEE shall pay for the use of said premises in advance the sum of Eight Hundred and no/100 Dollars (\$800.00) on the 6th day of January, 1990.

LESSEE has inspected the premises and accepts the premises herein in the condition as of the date of this Lease.

LESSEE shall not sublet said premises in whole or in part nor assign this Lease in whole or in part without the prior written consent of LESSOR.

LESSEE covenants that the sign shall not contain advertising that may be detrimental to the corporate image or business of LESSOR in the sole opinion of LESSOR.

LESSEE covenants and agrees that it shall indemnify and hold LESSOR, and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgement, arising directly or indirectly out of or in connection with LESSEE'S or any of its contractors' use of the premises under this Lease, to which LESSOR 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 LESSEE its contractors or any of its officers, agents and employes.

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

RECORDED RIGHT OF WAY NO. 38776 18392

LESSEE and its contractors shall, at its own expense, procure, maintain and keep in effect during the term of this Lease and any extensions or renewals thereof, a policy of Public Liability Insurance satisfactory to LESSOR in form and substance, including contractual liability coverage for the liability assumed herein in the amount of \$500,000.00 each person and \$1,000,000.00 each occurrence bodily injury liability, and \$500,000.00 each occurrence property damage liability.

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

LESSEE and its contractors shall, at the time of acceptance of this Lease, provide LESSOR'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 cancellations can be effected without ten (10) days prior written notice to LESSOR.

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

LESSOR grants to LESSEE and its agents and employes free and clear ingress and egress to and from the property as shown on the attached drawing for the purpose of erecting (including the installation of electrical supply lines at LESSEE'S own cost and expense), maintaining and changing the advertising displays upon the sign and for any other lawful purpose in connection with the sign. LESSEE, in the use of LESSOR'S adjoining driveways shall confine itself to acceptable load limitations, so as to avoid any damage to the surface. In the event repairs or resurfacing are required due to LESSEE'S use of overweight loads due to construction or other uses, LESSEE agrees at its own cost and expense, to make such repairs promptly upon receiving notice from LESSOR.

The parties acknowledge that LESSEE'S sign will face and be seen from Walton Blvd.. LESSOR agrees not to obstruct or interfere in any manner with the complete and uninterrupted view of the sign and LESSOR will not construct or allow to be constructed on LESSOR'S property any building, sign, fence or other construction or thing which will in any manner whatsoever obstruct or interfere with the uninterrupted view of the LESSEE'S sign from Walton Blvd.. Without diminishing LESSOR'S obligation described above, LESSEE shall have the right, at its sole cost and expense, to clear brush, trees and debris from LESSOR'S property which may in any way interfere with the unobstructed view of LESSEE'S sign only after obtaining Edison's written approval.

LESSEE covenants that it will comply with all applicable governmental laws, ordinances, rules and regulations pertaining to the use of the premises.

On revocation, surrender or other termination of the Lease hereby granted, LESSEE shall quietly and peaceably surrender the portion of said premises occupied by LESSEE in as good condition as same were at the time of LESSEE'S entry thereon hereunder and shall remove all fixtures, equipment and other things, including footings to a depth of 24" below the existing grade at the time of termination, placed by LESSEE on said premises hereunder, and if LESSEE shall fail to do so, LESSOR shall have the right to make such removal at LESSEE'S expense, the amount of which expense LESSEE shall pay to LESSOR on demand, and, if LESSOR shall so elect, it shall have the right to take possession of and appropriate to itself without payment therefore any property of LESSEE, or anyone claiming under it, then remaining on said premises.

In case LESSOR shall bring suit to compel performance of or to recover for breach of any covenant, agreement, or condition herein written, LESSEE shall and will pay to LESSOR reasonable attorney's fees in addition to the amount of judgment and costs.

RECORDING RIGHTS OF MAY NO. 58226-2392

It is hereby agreed that in the event of the LESSEE herein holding over after termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

Nothing in this instrument shall be construed as a warranty of title of the LESSOR to the land herein described and LESSEE expressly releases LESSOR from all liability of every kind arising out of any failure or defect in the title to said land.

This Lease shall be interpreted and construed under the jurisdiction and laws of the State of Michigan.

Time is of the essence in complying with the covenants and provisions hereof.

All notices which may or are required to be given by either party to the other party shall be in writing. All notices by LESSEE to LESSOR shall be sent by certified mail addressed to LESSOR at 2000 Second Avenue, Detroit, MI 48226. All notices by LESSOR to LESSEE shall be sent by certified mail to LESSEE at 88 Custer Avenue, Detroit, Michigan 48202-3197.

This Lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon LESSOR or LESSEE unless reduced to writing and signed by them.

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

In the Presence of:

Richard A. Gloger
RICHARD A. GLOGER

THE DETROIT EDISON COMPANY

BY: James L. Piana
James L. Piana, General Director
Administrative Services

BY: _____

GANNETT OUTDOOR COMPANY OF MICHIGAN

BY: Sam Evola
Sam Evola

BY: _____

RECORDED RIGHT OF WAY NO. 387776 P392

