

THIS ACCESS EASMENT AGREEMENT, made effective as of this 22 day of December, 1998, by and between ADRIAN & BLISSFIELD RAIL ROAD COMPANY, a Michigan corporation ("A&BRR"); AND GRAND TRUNK WESTERN RAILROAD INCORPORATED, a Delaware corporation authorized to do business in the State of Michigan ("GTW").

WITNESSETH:

WHEREAS, the parties have entered into that certain Asset Purchase Agreement dated December 22, 1998 (the "Asset Purchase Agreement"), which Asset Purchase Agreement provides, *inter alia*, for the sale by GTW to A&BRR of that certain property (the "Property", as is more fully described in Exhibit A which is attached hereto and made a part hereof); and

WHEREAS, Section 3.3 of the Asset Purchase Agreement provides that GTW exempts and reserves to itself all of the oil, gas and other minerals on, in and under the Property, together with the right of access thereto; and

WHEREAS, the parties have provided for such reservation of oil, gas and minerals in the deed that conveys the Property from GTW to A&BRR, which deed (the "Deed") is to be recorded immediately prior to the recordation of this Agreement in the land records of Wayne County, Michigan; and

WHEREAS, it is the desire and wish of the parties to grant to GTW the right of access to, in and under the Property and such other rights as shall enable GTW to exercise its reservation of oil, gas and minerals as exempted and reserved in the Deed;

NOW, THEREFORE, in consideration of the rights and obligations contained in the Asset Purchase Agreement and the Deed, and the transactions contemplated

therein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. A&BRR hereby grants and conveys to GTW an easement (the "Easement") to enter upon and access the Property, including the surface of the Property and that part of the Property over and under the surface of the Property, for the purposes of exercising the oil, gas and minerals to the fullest extent, subject, however, to the express limitations contained herein.

2. As a part of the Easement, A&BRR further grants to GTW all such rights and privileges as may be reasonably necessary or incidental to the enjoyment and exercise of the Easement, including but not limited to, the right to use all reasonable means for the prospecting, exploring, developing, and removing of any such oil, gas and minerals in, on, or under the Property; the right of reasonable access to and from such oil, gas and minerals; and the right to use adjoining parts of the Property in the exercise of prospecting, exploring, developing and removing of the oil, gas and minerals; provided, however, that the right to use adjoining parts of the Property shall be exercised only during actual periods of prospecting, exploring, developing, and removing of the oil, gas and minerals, as may from time to time be applicable.

3. Nothing herein shall require A&BRR to move or remove any buildings, rail lines or any other structures placed or made on the Property as of the date hereof. Moreover, A&BRR shall not be required to move or remove any buildings, rail lines or other structures placed or made on the Property after the date hereof, provided that such buildings, rail lines or other structures are reasonably necessary to the conduct of A&BRR's railroad operations on the Property and cannot be relocated without causing material interference with A&BRR's conduct of its railroad operations. Any such relocation permitted hereunder shall be done at the sole expense of GTW.

4. In the event that GTW damages the Property during the exercise of any of its rights under this Agreement, GTW shall, at its own expense, restore the Property to a condition comparable to the condition in which it existed at the time GTW then commenced its exercise of such rights.

5. GTW shall not exercise any of its rights hereunder so as to materially interfere with the safety of railroad operations being conducted on the Property from time to time by A&BRR.

6. A&BRR reserves the right to make any use of the Property that (i) will not be inconsistent with the exercise of the Easement and the rights herein conveyed to GTW, and (ii) will not interfere with the use of the Easement by GTW for the purposes named herein.

7. The Easement and the rights granted herein shall be perpetual and shall run with the Property.

8. The terms of the Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

[Signature]
Witness as to Myles E. Paisley
and Robert Malone
Assistant Secretary

ADRIAN & BLISSFIELD RAIL ROAD COMPANY,

By: *[Signature]*
Myles E. Paisley
Its President

GRAND TRUNK WESTERN RAILROAD
INCORPORATED

[Signature]
Witness as to Myles E. Paisley
and Robert Malone
Assistant Secretary

By: *[Signature]*
Robert Malone
Its MANAGER, LAND SALES

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STATE OF MICHIGAN)
COUNTY OAKLAND)

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid, this 17th day of December, 1998, by Myles Parley, the President of Adrian & Blissfield Rail Road Company.

Andrew Karay
Notary Public

My Commission Expires:
ANDREW KARAY
Notary Public, Oakland County, MI
My Commission Expires Nov. 30, 1999

STATE OF MICHIGAN)
COUNTY OAKLAND)

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid, this 22nd day of December, 1998, by Robert Malone, the Mgr. Land Sales of Grand Trunk Western Railroad Incorporated.

Andrea J. Hoffman
Notary Public

My Commission Expires:

ANDREA J. HOFFMAN
Notary Public, Macomb County, Michigan
Acting in Oakland County
My Commission Expires April 26, 1999

When Recorded Return To:
Adrian + Blissfield Rail Road Co.
850 Mandoline
Madison Heights, Michigan 48071

Exhibit A
~~Rider A~~

DEQUINDRE LINE
GRATIOT AVENUE TO EAST GRAND BOULEVARD

All the right of way and property of the Grand Trunk Western Railroad Incorporated's Holly Subdivision (Dequindre Line) that extends in a general Northerly direction in the City of Detroit, Wayne County, Michigan, said right of way varying in width and irregular in shape including any and all trackage, buildings, fences, culverts, bridges and signals as well as all other improvements and fixtures situated thereon in Private Claim No. 90 of Witherell Farms and Private Claim Nos. 8&17 of Dequindre Farms beginning on the Northerly line of Gratiot Avenue (120 feet wide) and extending northerly through Fractional Sections 29 and 32, T1S, R12E, ending on a line 75 feet northerly of the Northerly line of East Grand Boulevard (150 feet wide).

EXCEPTING THEREFROM the following described piece or parcel of land, to wit:

Land in the City of Detroit, County of Wayne, State of Michigan, described as:

A parcel of land to be determined from the following legal description:

Commencing at a point 20 feet Easterly of the Westerly line of the Witherell Farm (right angle measurements) and at a point 9.27 feet Northerly of the North line of Out Lot 32 thereof, said point being marked by a stake and being in the Easterly line of right-of-way of the Detroit, Grand Haven and Milwaukee Railway Company, as heretofore owned and occupied; thence Easterly on a line parallel to said North line of Lot 32, a distance of 173 feet to a stake; thence Southerly parallel with the said Westerly farm line, a distance of 1079.18 feet to a stake in Out Lot 30 of said farm; thence Westerly 173 feet to the said boundary of the Detroit, Grand Haven and Milwaukee Railway Company, which is 20 feet Easterly of the West line of farm; thence Northerly on last mentioned line 1079.18 feet to the Place of Beginning, said Westerly line of land hereby conveyed being now marked by the stubs of a row of fence posts and by a line of telegraph poles.

ALSO, all that part of Dequindre Street, so-called, lying Northerly of the North line of Ferry Avenue, if extended Westerly, and Southerly of the North line of Medbury Avenue, if extended Westerly, previously described as the Westerly 20 feet of the WITHERELL FARM.