, liber $9633\,$ page $27\,$

LIBER 9994 PAGE 298

Right of Way Agreemer

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to CONSUMERS POWER COMPANY, a Michigan corporation of 212 Michigan Avenue, Jackson, Michigan, THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required for transmitting and distributing electricity, providing communication services and gas facilities with the usual services connections and accessories in, under, upon, over and across the land located in of West Bloomfield , Oakland County, Michigan, and more particularly described on the attached Appendix "A"; with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be <u>Ten</u> (10) feet in width unless otherwise indicated and their route is described as follows: The exact location of said easement shall be shown on a drawing to be recorded within 90 days after construction.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities the period of water in, on or g 0001 JUL 07'87 03:35PM around above ground UTILITIES equipment. 2569 MISC

2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.

3. If the lines or facilities of UTILITIES' are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, ticenses and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date:

UMER RACINE

Witnesses:

Prepared By:

The Detroit Edison Company 30400 Telegraph Road,

Birmingham, MI 48010

Grantors:

Tri-Mount Development Co.,

Michigan Corporation

Vincenti,

Address:

Novi, Michigan

This essement is re-recorded for purposes of showing the planned "as installed" centerlines

DE 963-4188 11-79CS (D.E.-C.P.-M.B.T.U.R.D.)

Omer V. Racine

of easements granted as shown on drawing attached hereto.

PARCEL A:

A part of the East 1/2 of the Southeast 1/4 of Section 27, Town 2 North, Range 9 East, West Bloomfield Township, being described as:

Commencing at the Southeast corner of Section 27; thence South 89 degrees 00 minutes 03 seconds West, 609.7 feet along the South line of Section 27 to the point of beginning; thence South 89 degrees 00 minutes 03 seconds West, 380.28 feet along said line; thence North 00 degrees 41 minutes 44 seconds West, 825.00 feet; thence North 88 degrees 59 minutes 59 seconds East, 380.06 feet; thence South 00 degrees 42 minutes 38 seconds East, 825.00 feet to the point of beginning.

PARCEL B:

A parcel of land situated in the East 1/2 of the Southeast 1/4 of Section 27, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, described as follows: Commencing at the Southeast corner of said Section 27, being also the apparent intersection of Orchard Lake Road and West Maple Road; thence South 89 degrees 00 minutes 03 seconds West, along the South line of said Section 27, also being the apparent centerline of West Maple Road, a distance of 1090 feet to the point of beginning; thence South 89 degrees 00 minutes 03 seconds West, along South line of said Section 27, 217.66 feet to a point; thence North 00 degrees 35 minutes 35 seconds West; along the East line of "Rolling Hills" Subdivision, as recorded in Liber 119, Page 37 of Plats, a distance of 1,319.99 feet to a point; thence North 88 degrees 59 minutes 59 seconds East, 315.30 feet; thence South 00 degrees 41 minutes 44 seconds East, 1,062.86 feet; thence South 89 degrees 00 minutes 03 seconds West, 100.00 feet; thence South 00 degrees 41 minutes 44 seconds East, 257.12 feet to the point of beginning.

PARCEL C:

A parcel of land in the Southeast 1/4 of Section 27, Town 2 North, Range 9 East, West Bloomfield Township, Cakland County, Michigan, being more particularly described as: Beginning at a point on the South line of Section 27, located 990 feet West of the Southeast corner thereof; thence North O degrees 17 minutes East, 257.14 feet to a point; thence due West 100 feet; thence South 0 degrees 17 minutes West, 257.14 feet to a point; thence East along the South Section line to point of beginning.

Acceleration Clause

Notice to Purchaser

Additional Clauses

(1) That time shall be deemed to be of the essence of this contract.

(1) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.

(w) See Exhibit B attached hereto and made a part hereof.

RECORDED RIGHT 0 X

LIBER 9033 PAGE 273

STATE OF MICHIGAN SS. COUNTY OF JAKLAND)

1986, before me appeared JOHN I. VINCENTI, to me personally known, who being by me severally duly sworn, did say that he is President of Tri-Mount Development Co., A Michigan Corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said JOHN I. VINCENTI, acknowledged the said instrument to be the free act and deed of the corporation.

My Commission Expires:

Public, Walland County, Michigan

JOAN MARLENE O'CONNELL Notary Public, Oakland County, Assessigan My Commission Expires August 24, 1987

APPENDIX "A"

A part of the Southeast 1/4 of Section 27, T2N., R9E., West Bloomfield Township, Oakland County, Michigan; more particularly described as commencing at the Southeast corner of said Section 27; thence S 89°00'03" W., 609.70 ft., along the South line of said Section 27 and the centerline of Maple Road, to the point of beginning; thence S 89°00'03" W., 697.94 ft., along the South line of said Section 27 and the centerline of said Maple Road, to the Southeast corner of "Rolling Hills", as recorded in Liber 119, Pages 37 and 38 of Oakland County records; thence N 00°39'23" W., 1319.36 ft., (recorded as N 00°35'35" W., 1319.99 ft.) along the Easterly line of said "Rolling Hills"; thence N 88°57'26" E., 316.64 ft., (recorded as N 88°59'59" E. and previously described as 315.30 ft.) along the Southerly line of said "Rolling Hills" to the Northwest corner of "Pepper Hill Condominium" O.C.C.P. No. 128; thence S 00°38'37" E., 495.40 ft., (previously described as S 00°41'44" E., 495.00 ft.) along the Westerly line of said "Pepper Hill Condominium", to the Southwest corner of said "Pepper Hill Condominium"; thence N 88°55'12" E., 379.98 ft., (previously described as N 89°00'03" E., 380.06 ft.), along the Southerly line of said "Pepper Hill Condominium"; thence S 00°45'22" E., 824.73 ft. (Previously described as S 00°42'38" E., 825.00 ft.), to the point of beginning. All of the above containing 16.719 acres. All of the above being subject to the rights of the public in Maple Road. All of the above being subject to easements, restrictions,

and right-of-ways of record.

SIDWIELL NO 18-27-476-1001
1002
1002
1002
1009
-092 Same as Original

9000487 En+ 18-27-476-000

NIKla Hspen Ridge

RECORDED RIGHT OF WAY NO

Parties 🕌 🚉 1. 30 1.

3.8 T. T.

Description of Land

between Melvin Kepes Inez Kepes, his wife, by hen June orney-in-Fact, Melvin Kepes, whose Power of Attorney is attached hereto for recording

hereinafter referred to as "Seller", whose address is

and Tri-Mount Development Co., Inc., a Michigan Corporation

hereinafter referred to as "Purchaser", whose address is 41115 Joe Drive, Novi, MI 48050

Mitnenneth:

1. Beller Agrees:

(a) To sell and convey to Purchaser land in the

Township

of .. West Bloomfield

, Michigan, described as:

275

Parcels A, B and C on the attached Exhibit A

Item No. 18-27-476-001 18-27-476-002 18-27-476-089

, hereinafter referred to as "the igwedge

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land", together with all tenements, hereditaments, improvements, and appurtenances, including any lighting or plumliing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, and

now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

(b) That the full consideration for the sale of the land to Purchaser is:

One Million Seven Hundred Ninety Thousand and 00/100

(\$1,790,000.00)

) dollars, of which the sum of

Five Hundred Thousand and 00/100

) dollars has been paid to Seller prior to the delivery hereof, the receipt of which 500,000.00

is hereby acknowledged, and the additional sum of

One Million Two Hundred Ninety Thousand and 00/100

(**\$** 1,290,000.00) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of eleven (11%) per cent per annum while Purchaser is not in default, and at the rate of eleven (11%) per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in axial ments of Seventy Thousand Nine Hundred Fifty and 00/100

more at Purchaser's option, XXXX

such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within three (3) years from the date hereof, anything herein to the contrary notwith-

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns

(d) To deliver to Purchaser as evidence of title, at Seller's option, sixtex an owner's policy of title insurance xxx abxixitixxixix covering the land, and furnished by Lawyer's Title Insurance Corp. The effective date of the policy or certification date of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security

2. Purchaser Agrees:

- (a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided.
- (b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable
- (c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.
- (d) To keep and maintain the land and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.
- (e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; and also at all times to keep the buildings now or hereafter on the land insured against loss and damage, in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.

Service of the North Control of the Control of the

Terms of Payment

Seller's **Duty to** Convey

Furnishing Evidence of Title

Purchaser's Duties

Maintenance of Premises

To Pay Taxes and Keep Premises Insured

FORM 11

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...

4-4-10-1000

monthly installment method of tax and insurance payment is to be

adopted

Acceptance of Title and Premises

Insert amount if advance

(1) To pay monthly idition to the monthly payment hereinbefor

, as ment provides in a maging the real shall apply

(\$ DOES NOT APPLY) dollars, which is an estimate of the monthly cost of the taxes, special assessments, and insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on the contract. If Purchaser is not in default under the terms of this contract, Seller shall pay for Purchaser's account the taxes, special assessments and insurance premiums mentioned in Paragraph 2 (e) above when due and before any penalty attaches, and submit receipts therefor to Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be naid by Purchaser upon Seller's demand paid by Purchaser upon Seller's demand.

ment to furnish title evidence herein contained.

(b) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachmenis on the land or on any premises adjacent thereto.

3. Beller und Purchaser Mutually Agree:

- 3. Beller and Parchaser Autually Agree:

 (a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgage or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.
- (b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Punchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at [1] % per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller' therein. Thereafter Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a convey ance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.
- (c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at only if Paragraph 2 (e) applies.
- (d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.
- (e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt or acceptance thereon. acceptance thereon.
- (1) That Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.
- (g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. If service of a notice of forfeiture is relied upon by Seller to terminate rights hereunder, a notice of intention to forfeit this contract shall have been served at least fifteen (15) days prior thereto.

- (1) That time shall be deemed to be of the essence of this contract.
- (1) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.
 - (w) See Exhibit B attached hereto and made a part hereof.

Mortgage by Seller

Encumbrances on Seller's

Non-payment of Taxes or Insurance

Disposition of Insurance **Proceeds**

Assianment by Purchaser

Possession

Right to Forfeit

Acceleration Clause

Notice to Purchaser

Additional Clauses

W

If the wife of Seller has dower rights in the land, she agrees, by joining in the execution of this contract, to join in executing the deed to be given in fulfillment hereof.

Dower Rights

Si

Capacity of Parties	Any individual parties hereto re selves to be existing corporations wi			ile parties hereto r	epresent them-
nterpretation of Contract	The pronouns and relative words one person joins in the execution he tion, such words shall be read as if bind the heirs, devisees, legatees, see the second	ereof as Seller or Pu written in plural, fen	rchaser, or either party be sinine or neuter, respective	of the feminine sea	k or a corpora-
ignatures	Signed, sealed and delivered by the	he parties in duplicate	the day and year first abo	ve written.	
	IN PRESENCE OF:		Melvin Kepe	An WI	?(LS.)
			Melwin Kepe for Inez Ke	s, Attorney- pes	in-racy
			TRI-MOUNT DE	EVELOPMENT CO	INC _(L.S.)
•			By: Stanley I	M. Moffitt, S	Afth (L.s.) secretary
ndividual	STATE OF MICHIGAN				
Acknowl- edgment	COUNTY OF OAKLAND	SS .			
	On this 16th appeared Melvin Kepes, ind wife, whose Power of Atto	day of ividually and a rney is attache	June s Attorney-in-Fact d hereto for recor	19 86 for Inez Kep ding	before me bes, his
	to me known to be the person executed the same	_	who executed the foregoing i ree act and deed.	nstrument and ack	nowledged that
•	My commission expires	19			
			Notary Public,	Co	unty, Michigan
Corporate Acknowl-	STATE OF MICHIGAN		•		_
dgment	COUNTY OF OAKLAND	SS.			S CC
	On this 16th appeared Stanley M. Moff	day of itt	June	19 86	before man
					RIGHT
	to me personally known, who being say that (2) he is	:	the Secret Secret Sount Development C	-	of the
•	the corporation named in and which		•	, -	-
	corporate seal of said corporation,		,		•
•	authority of its board of directors; a				- 80
•	acknowledged said instrument to be t	he free act and deed o	said corporation.		Ĭ,
	My commission expires	19	•		
	Note: If more than one officer acknown "each for himself," and (2) "they are		Notary Public,	Co	unty, Michigan
•	Dennis P. Dicksto				

Instrument
Drafted by: RALPH MANUEL ASSOCIATES, INC.

1: i

1821 W. Maple

TARREST TO STORY

Birmingham, MI 48009

Address:



Oakland Division 30400 Telegraph Road Birmingham, Michigan 48010 (313) 645-4000

Phone 645-4388

October 21, 1986

Mr. Raymond Cousineau Tri-Mount Development Co., Inc. 41115 Jo Drive Novi, MI 48050

Gentlemen:

Re: Aspen Ridge Condominium

Enclosed is the original and one copy of the Right of Way Agreement for the above described project. Please have the original executed and returned to us. The copy should be retained by you for your records.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 3 of this agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of this instrument, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010. Attn: Omer V. Racine, Room 264.

Sincerely,

Omer V. Racine, Kepresentative

Real Estate, Rights of Way & Claims

OVR/kw Enclosures RECORDED RIGHT OF WAY IS

MEMORANDUM	ORDER	· · · · · · · · · · · · · · · · · · ·	O Re	cord	Cen	ter		دها <u>رز تردی</u> د د			8-6-8	TIME	(m.a.m.+).m./	, ,,,,,,
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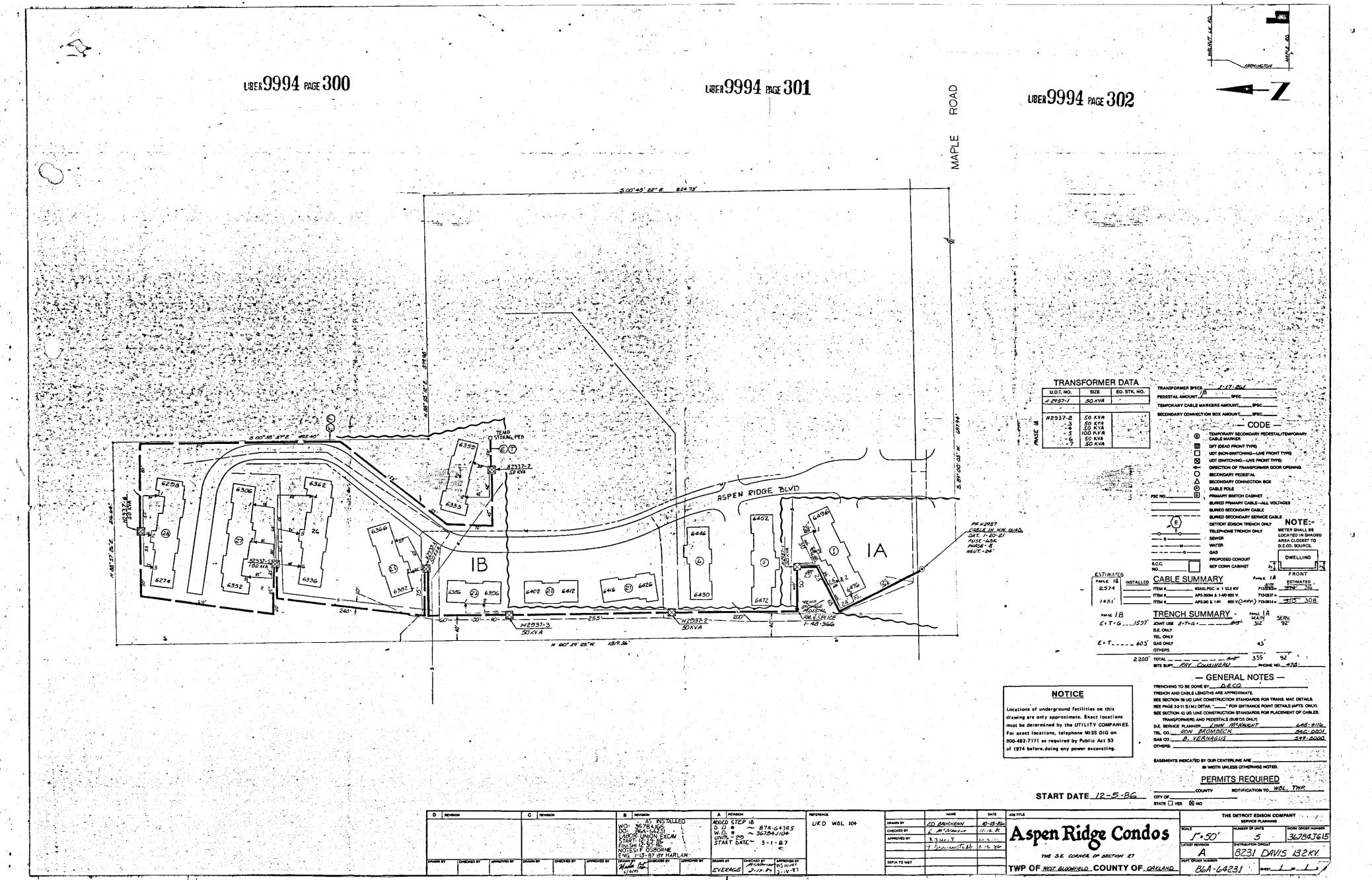
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Detroit Edison

Application for U.R.D. Easements

DE 963-\$145 9-73CS (RR 11)

to (Supervisor Rt & R/W)		TEA- OC & DIM No.	Line Date Pro-	I DE IDANIA DE MA			
J. Conservisor Hr & H/W)	mal	For RE & R/W Dep	1 :	DE /Beil/C P No	1 -		
Division		Date	10-14-86 Application No	DE 86-2	ــــــــــــــــــــــــــــــــــــــ		
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Ve have included the following nec	essary material and informa	tion:					
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a. Proposed Subdivision							
1. copy of complete final propose	d plat - All pages						
or .							
 Other than proposed subdivision — other) 	(condo., apts. mobile home	e park					
1. Property description.		•					
2. Site plan.							
3. title information (deed, title con	mitment, contract with title						
commitment, or title search).	IDD comments with all all						
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Ray Cousi	v Eau		478 7747				
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Entire Project will be developed at	one time			🔲 Yes	4		
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Joint easements required — Michi				🗗 🕶			
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Name of Other Utilities If Not Michigan Bell Te	lephone or Consumers Power						
Other Utility Engineer Names	MA- Class	2- ·	Phone Numbers	~10 m			
DAWN WROUBEL	11185 3 70-02	DI- DENNISC	APPER C.P.	548 5000			
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Additional Information or Comments							
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RECORDED RIGHT OF WAY NO. 37398

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