+ RETURN to:

atroit E**dison** 

Right of Way Agreement

LIBER 9426 PAGE 211

For valuable consideration, the receipt of which is hereby acknowledged, the dersigned hereby grant and convey to 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 hereinafter referred to as "EDISON", the easements and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the \_\_City\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_Novi\_\_\_\_\_\_, \_\_Oakland\_\_\_\_\_\_\_ County, Michigan, and more particularly described on the attached Appendix "A", with the full right to EDISON 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 ten (10) feet in width unless otherwise indicated and their route is described as follows: The exact location of said easements will be shown on a drawing to be recorded 90 days after construction.

JIIN 24 15:51

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

- 1. The easements will be graded to within four (4) inches of final grade before EDISON lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground EDISON equipment.
- 2. No buildings or structures other than EDISONS' equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easements without approval of EDISON.
- 3. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. EDISON 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 EDISONS' maintenance of their equipment.
- 4. If the lines of facilities of EDISON are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by EDISON at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

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

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

Witnesses:

Grantors: Novi Commerce Center
A Michigan Co-Partnership

South England

Barbara E. Crausus

Donald E. Nanry, Co-Partner

John C. Malpeli, Jr., Co-Partner

Stuart Chipman

Prepared By: The Detroit Edison Company

Address: 40400 Grand River

30400 Telegraph Road, #264
Birmingham, Michigan 48010

This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto. Also, to show correct sould.

RECORDED RIGHT OF WAY NO. 375

ROBERT M. STEVENS
Notary Public, Cakland County, MI
My Commission Expires Mar. 14, 1988

State of Michigan) County of Oakland) LIBER 9426 PAGE 212

	On this	18 d	day of _	JUNE		A.D. 1986, before
me,	the undersi	gned, a nota	ry public	in and for said	county, person	ally appeared
DONA	ALD E. NANRY	AND JOHN C.	MALPELI,	JR., Co-Partners	s, Novi Commerc	e Center, A
Mich	nigan Co-Par	tnership kno	wn to me t	o be the persons	who executed	the foregoing
instrument, and acknowledged the same to be their free act and deed.						
Му (	Commission E	xpires:		Med ?	Il pleson	
				Notary Pu		County, Michigan

APPENDIX "A"

Part of the Northwest 1/4 and part of the Southwest 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: commencing at the center of said Section 24; thence South 00°22'14" East along the North-South 1/4 line of said Section 24 and the centerline of Seeley Road, 241.95 feet to the Northerly Right-of-Way line of Grand River Avenue; thence North 71°23'40" West along said Right-of-Way line, 45.47 feet to the point of beginning; thence continuing North 71°23'40" West along said Right-of-Way line, 359.71 feet; thence North 00°23'20" East 121.97 feet; thence South 89°12'08" West 278.00 feet; thence South 00°40'47" West 24.70 feet to the Northerly Right-of-Way line of Grand River Avenue; thence North 71°23'40" West along said Right-of-Way line 45.87 feet; thence North 18°42'15" East 219.46 feet; thence North 00°22'14" West 75.45 feet; thence North 89°37'4" East 273.65 feet; thence North 00°22'14" West 190.00 feet; thence North 89°37'46" East 25.00 feet thence

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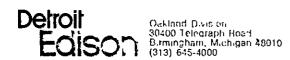
West along said Right-of-Way line 45.87 feet; thence North 18°42'15" East 219.46 feet; thence North 00°22'14" West 75.45 feet; thence North 89°37'4" East 273.65 feet; thence North 00°22'14" West 190.00 feet; thence North 89°37'46" East 25.00 feet thence North 00°22'14" West 40.00 feet; thence North 89°37'46" East 290.00 feet to the Westerly Right-of-Way line of Seeley Road; thence South 00°22'14" East along said Right-of-Way line, 739.93 feet to the point of beginning.

Sidwell #22-24-100-050 NWYU

A#36 REG/DEEDS PAID 0001 SEP.02'87 02:12PM 4592 MISC 11.00

22-24-100-055-NW and 5W 14

RECORDED RIGHT OF WAY NO. 375



June 5, 1986

Donald Nanry P.O. Box 428 Franklin, MI 48025

Gentlemen:

RE: Novi Commerce Center

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: Stuart R. Chipman, Room 264.

Sincerely,

Stuart R. Chipman, Representative Real Estate, Rights of Way & Claims

SRC:1hp Enclosures

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TATE OF MICHIGAN
COUNTY OF OAKLAND

My Commission Expires Notary Public, Oakland County, MI
My Commission Expires Mar. 14, 1988

I, LYNN D. ALLEN County Clerk, do hereby certify that I have compared the foregoing copy of Certificate of Registration with the original and that it is a true and correct transcript therefrom, and of the whole of such original Certificate of Registration.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of said County of

Oakland, at Pontiac, this

NOV 1 5 1985

\_\_, A.\D. 19

D...

NOV 2 0 1985

C-46

## RIDER

Land in the City of Novi, County of Oakland, State of Michigan describe as:

Part of the Northwest 1/4 and part of the Southwest 1/4 of Section 24, Town : North, Range 8 East, City of Novi, Oakland County, Michigan, described a commencing at the center of said Section 24; thence South 00 degrees 22 minutes 14 seconds East along the North-South & line of said Section 24 and th centerline of Seeley Road, 241.95 feet to the Northerly Right-of-Way lin of Grand River Avenue; thence North 71 degrees 23 minutes 40 seconds Wes: along said Right-of-Way line, 45.47 feet to the point of beginning; thenc continuing North 71 degrees 23 minutes 40 seconds West along said Right-of-Wav line, 359.71 feet; thence North 00 degrees 23 minutes 20 seconds East 121,97 feet; thence South 89 degrees 12 minutes 08 seconds West 278.00 feet; thenc South 00 degrees 40 minutes 47 seconds West 24.70 feet to the Northerl Right-of-Way line of Grand River Avenue; thence North 71 degrees 23 minutes 40 seconds West along said Right-of-Way line 45.87 feet; thence North 1: degrees 42 minutes 15 seconds East 219.46 feet; thence North 00 degrees 2: minutes 14 seconds West 75.45 feet; thence North 89 degrees 37 minutes 4 seconds East 273.65 feet; thence North 00 degrees 22 minutes 14 seconds Wes' 190.00 feet; thence North 89 degrees 37 minutes 46 seconds East 25.00 feet thence North 00 degrees 22 minutes 14 seconds West 40.00 feet; thence Nort! 89 degrees 37 minutes 46 seconds East 290.00 feet to the Westerly Right-of-Waline of Seeley Road; thence South 00 degrees 22 minutes 14 seconds East alon, said Right-of-Way line, 739.93 feet to the point of beginning.

1	SC SC	HEDULI	A.
OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
63=619645	23-0032-02-092665	December 30,1985 at 10:00 a.m.	\$3,500,000.00

1. Name of Insured:

The Economic Development Corporation of the City of Novi and Citizens Trust, as trustee as their interests may appear

- 2. The estate or interest referred to herein is at Date of Policy vested in:

  Novi Commerce Center, a Michigan Co-Partnership
- 3. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is: Fee Simple
- 4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

  Mortgage for \$3,500,000.00 executed by Novi Commerce Center, a Michigan copartner
  to The Economic Development Corporation of the City of Novi dated December 1, 198
  and recorded December 30, 1985 in liber 9227, page 937, Oakland County Records.

5. The land referred to in this policy is rescribed as follows:

(SEE ATTACHED RIDER FOR FULL LEGAL DESCRIPTION OF REAL ESTATE)

Parcel Identification No. 22-24-100-050, ALSO COVERS OTHER LAUTE

## SCHEDULE B

Policy Number 23-0032-02-092665

Loar

This policy does not insure against loss or damage by reason of the following:

- 1. Financing Statement between Novi Commerce Center, as Debtor and The Economic Development Corporation of the City of Novi, as Secured Party filed and recorded December 30, 1985 in liber 9227, page 952, Oakland County Records, and indexed as Oakland County Financing Statement No. 86-2.
- 2. Easement granted to City of Novi to construct, operate and maintain sanitary sewer across and through the land as recited in liber 4984, page 608, Oakland County Records.
- 3. Easement granted to Buckeye Pipeline Company to lay, construct, and maintain petroleum pipelines as recited in easement recorded in liber 8164, page 44 and liber 8177, page 641, Oakland County Records.
- 4. Terms and conditions of Waste Release dated September 1, 1983 and recorded October 7, 1983 in liber 8490, page 506, Oakland County Records.

NOTE: There are no building and use restrictions of record, covering subject property.

Countersigned

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MEMORANDUM ORDER For general use	- PO	
DE FORM MS 77 12-33	Please se up R/W file for: NOVI COMMERCE CENTER B	
	Harrier Francisco de la Companya del Companya de la Companya del Companya de la C	
	Oakland County, Michigan	
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	( July 1) Lacing =	
COPIES TO:	Omer V. Racine	
REPORT	269 Oakland Div. Hgters ()	<u> </u>
	Nevi Tuj	<u></u>
	SEC. 24	1
DATE RETURNED	TIME SIGNED	
MEMORANDUM ORI	JER TO WAY CEKIYAK DATE TIME	
MEMORANDUM ORI FOR GENERAL USE DE FORM MS 77 12-53	LR IO	
FOR GENERAL USE	LR IO	
FOR GENERAL USE	RE: Underground Service NOVI COMMERCE CENTER	
FOR GENERAL USE	RE: Underground Service NOVI COMMERCE CENTER	
FOR GENERAL USE	RE: Underground Service NOVI COMMERCE CENTER  Agreement and Easements obtained - OK to proceed with construction.	
FOR GENERAL USE DE FORM MS 77 12-53	RE: Underground Service NOVI COMMERCE CENTER  Agreement and Easements obtained - OK to proceed with construction.	
FOR GENERAL USE	RE: Underground Service NOVI COMMERCE CENTER  Agreement and Easements obtained - OK to proceed with construction.  SIGNED TO Chymnes 9  Stu Chipman, Representative	
FOR GENERAL USE DE FORM MS 77 12-53	RE: Underground Service NOVI COMMERCE CENTER  Agreement and Easements obtained - OK to proceed with construction.  SIGNED TO Chymnes Stu Chipman, Representative Real Estate, R/W & Claims	
FOR GENERAL USE DE FORM MS 77 12-53	RE: Underground Service NOVI COMMERCE CENTER  Agreement and Easements obtained - OK to proceed with construction.  SIGNED STUCKER  Stucker Stu	ers
FOR GENERAL USE DE FORM MS 77 12-53	RE: Undergrand Service NOVI COMMERCE CENTER  Agreement and Easements obtained - OK to proceed with construction.  SIGNED  SIGNED  SIGNED  STUCKLING  STUCK	ers
COPIES TO:	RE: Underground Service NOVI COMMERCE CENTER  Agreement and Easements obtained - OK to proceed with construction.  SIGNED STUCKER  Stucker Stu	ers

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## Detroit Edison

## Application for U.R.D. Easements

DE 963-5145 9-73CS (RR 11)

To (Supervisor RL & R/W)	For RE & R/W Dept. Use	Date Received	DE:Britic P No
ED. JANSEN		6-3-86	0Ef6-11C
DIV SION  DAKLAND	5-30-86	Application No.	<u></u>
We have included the following necessary material and information		<u> </u>	
Material:			
A Proposed Subdivision 1 copy of complete final proposed plat - All pages			
or			
B. Other than proposed subdivision (condo, apts mobile home park—other) Property description Site plan. Uille information (deed, title commitment, contract with title commitment, or title search)			
Note. Do not submit application for URD easements until all above material has been acquired			
Information			
NOVI-COMMERCE CENTE.	<u>e</u>	Section No.	AUD
you the selegation		.	
☐ Proposed Subdivision ☐ Apartment Complex		Condominium	<b></b>
☐ Subdivision ☐ Mobile Home Park		Other	
NOVI COM MERCE CENTER		Phone No 421-6	959
Address		10.	
POBOX 428 FRANKLI	N1 4	8025 TPhone No.	- ·     · · · · ·
Owner's Hepter Sentative		421-6	909
Date Service is Wanted		.1. (.2.2	~
SEPT 1986			
4 Entire Project will be developed at one time		•	∑Yes □ No
5 Joint easements required Michigan Bell Telephone	•		. ⊠Yes □No
Consumers Power	• •		L. Yes L. No
a Name of Other Utilities if Not Michigan Bell Telephone or Consumers Power			
b wher truly independent Names		Ptione Numbers	
Addresses			
6 Additional Information or Comments			
Note Trenching letter attached will be submitted later	Signed (Service Planning - 69	pervisor)	
Di CERMIC		) B.	
Philipping Address Address		1 -	
4130	40 00K	10	

