Joint Underground Residential Distribution

BRIARWOOD (NOVI CONDO	(10826) 370 - 90 202 PHASES I & II 89/39	717
Real Estate and Rights of \	Way [JJ (JJ)	129/
Delroit Joint Undergro Edison Right of Way	ound Residential Distribu	ition
Laison Right of Way	Agreement	
LIBER 1168 2	201804 <u> </u>	
	FEBRUARY 24.	, 1989
or good and valuable consideration of system betterme ETROIT EDISON COMPANY, a Michigan corporation of 2 ELEPHONE COMPANY, a Michigan corporation of 444 Mich	000 Second Avenue, Detroit, Michigan, MIC ligan Avenue, Detroit, Michigan and	
orporation of <u>3/635 Enterprise Court, Farming</u>		ollectively as
GRANTEE", the right to erect, lay, maintain, reconstruct, rires, cables, conduits, fixtures and appurtenances includitures and accessories required in, under, upon, over and act	add to and replace underground facilities on the necessary above ground equipment, ross the property located in the <u>City</u>	consisting of
of,Coultate of Michigan, and more particularly described on the	Tity Of	right to the
RANTEE of ingress and egress upon said property for the own or otherwise control brush and trees within the right	purposes of this grant, and the further right	to trim, cut
aid right of way shall be <u>ten (10)</u> feet in width unless oth		s follows:
ee exact location of said easements shall be onstruction.	shown on a drawing to be recorded	90 days aft
	A#36 REG/DEEDS PAID	\
	0001 MAR.16°89 02:55F 5973 MISC 9.0	10
	[hi	' '
order to provide for the proper maintenance and prote- nat:	ction of GRANTEE, the undersigned covenar	nt and agree
The right of way will be graded to within four inches of his ground elevation must be maintained after installation round GRANTEE'S above ground equipment.	final grade before the GRANTEE'S lines are in on of utilities to avoid the pooling of wat	installed and er in, on or
. No buildings or structures other than GRANTEE'S equi ranted. No excavation is to be permitted within said right	of way without approval of GRANTEE.	r wav nerein
. No shrubs or foliage shall be planted or grown within eabinet enclosures. GRANTEE shall not be responsible to lanted in front of said door or within the right of way cheir equipment.	owners for damages to or removal of trees	or plant life intenance of
. If the lines or facilities of GRANTEE are damaged by the pairs shall be made by the granting company so damaged s those persons owning the property at the time the dama	lat the cost and expense of owners. Owner	s are defined
HIS GRANT is declared to be binding upon the heirs, succes	ssors, lessees, licensees and assigns of the par	ties hereto.
N WITNESS WHEREOF, the undersigned have hereunto set	their hand(s) on the date of this agreement.	RECC
		RECORDED
Witnesses:	Grantors:	
		RIGHT 15.00
		= px
	See Next Page	X57.th

Omer V. Racine/vkc

Birmingham, MI 48010

Prepared by:

The Detroit Edison Company

30400 Telegraph Road, Suite 277

See Next Page A#36 REG/DEEDS PAID hereto. 0061 DEC.26'90 10:43AM 8531 MISC Address: . **k** #1

LIBER 11682N 805

Witnesses:

Briarwood of Novi Partners

•	A Michigan Co-Partnership 28250 Franklin Road Southfield, MI 48034
Misk Kleiman MARK KLEIMAN	Leland R. Walter, Co-Partner
State of Michigan County of Oakland State of Michigan SS:	
Personally came before me this day R. Walter, Co-Partner of the above named Coperson who executed the foregoing instrumer of said Co-Partnership, and acknowledged thas such Co-Partner, as the free act and decauthority.	p-Partnership, to me known to be the nt, and to me known to be such Co-Partner nat he executed the foregoing instrument
My Commission Expires:	Better for Sherman Notary Public, County, Michigan My Commission Expires April 9, 1990
Witnesses: .	Green Orchard Holding Agency A Michigan Co-Partnership 27620 Farmington Road Farmington, MI 48024
Mark Keiman	Farmington, MI 48024 Max Sheldon, Co-Partner
Leland R. Walter	OF WAY NO.
State of Michigan)) SS: County of Oakland)	Wa se
Personally came before me this 34 day of Sheldon, Co-Partner of the above named Co-Paperson who executed the foregoing instrument of said Co-Partnership, and acknowledged that such Co-Partner as the free act and deed	it, and to knøwn to be such Co-Partner lat he executed the foregoing instrument

authority.

My Commission Expires:

Notary Public, BETTY RAE SHERMAN
County, Michigan Notary Public, Oakland County, Michigan My Commission Expires April 9, 1990

Detroit Edison

Application for U.R.D. Easements

DE 963 4145 - 73

JIM MCDONALD	Siche ABA Dig ge	1-18-89	013 80	9-3T
DAKLAND DIV.	1-13-89	Attinuation for		
We have included the following necessary material and information:				
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)				5
Property description. Site plan.				EC
Site plan. Ititle information (deed, title commitment, contract with title				R ECORDED
commitment, or title search).				Ħ
Note: Do not submit application for URD easements until all above				
material has been acquired.				RICHT
Information	<u> </u>			
1 Project Name	111	County	^	OF OF
DRIAR WOOD CONGOS	1/1/1/ 1 F/J/	Section No.	911)	
1/01/1	/	111/2	2/	ΥAM
Type of Development		1012		<u></u>
Proposed Subdivision Apartment Compl	ργ	Condominium		0.
☐ Subdivision ☐ Mobile Home Parl		Other		*
2 Name of Owner		Fring Nr.		- 1/4
BRINEWOOD OF NOVI META	DERS	353-	-9650	
Address		- 1	115 -	
28250 FRANKLIN RO Owner's Representative	SOUTH	GCO MI,	48034	10
LEE WALTERS		353-	9650	
Date Service is Warried				
MARCH 15-1989				
4. Entire Project will be developed at one time			Yes	X No
5. Joint easements required — Michigan Bell Telephone			⊠ Yes	□ No
Consumers Power				□ No
				
* Name of Other Utalins It Ned Michigan Bell Telephone or Consumers Power 1926 TROVISION OF OAC	11000	15		
b Other Utility Engineer Names	CAND CO	Innuis Numbers		
Addresses				
	•			
A	''			
6 Additional Information or Comments PHASE I IN MARCH &	30 6	211.60		- 00
- PHASE I IN MARCH &	57	HASE II	- 7UN	E 27
				
•				
Note: Trenching letter attached will be submitted later				
Service Planner	Signed (Service Planning Suc	**************************************		
DI CERMAK	1 F28N	July		
Prurie No Address	DOMA	·		
4130 240	ODHQ	•		

Appendix "A"

Phase I

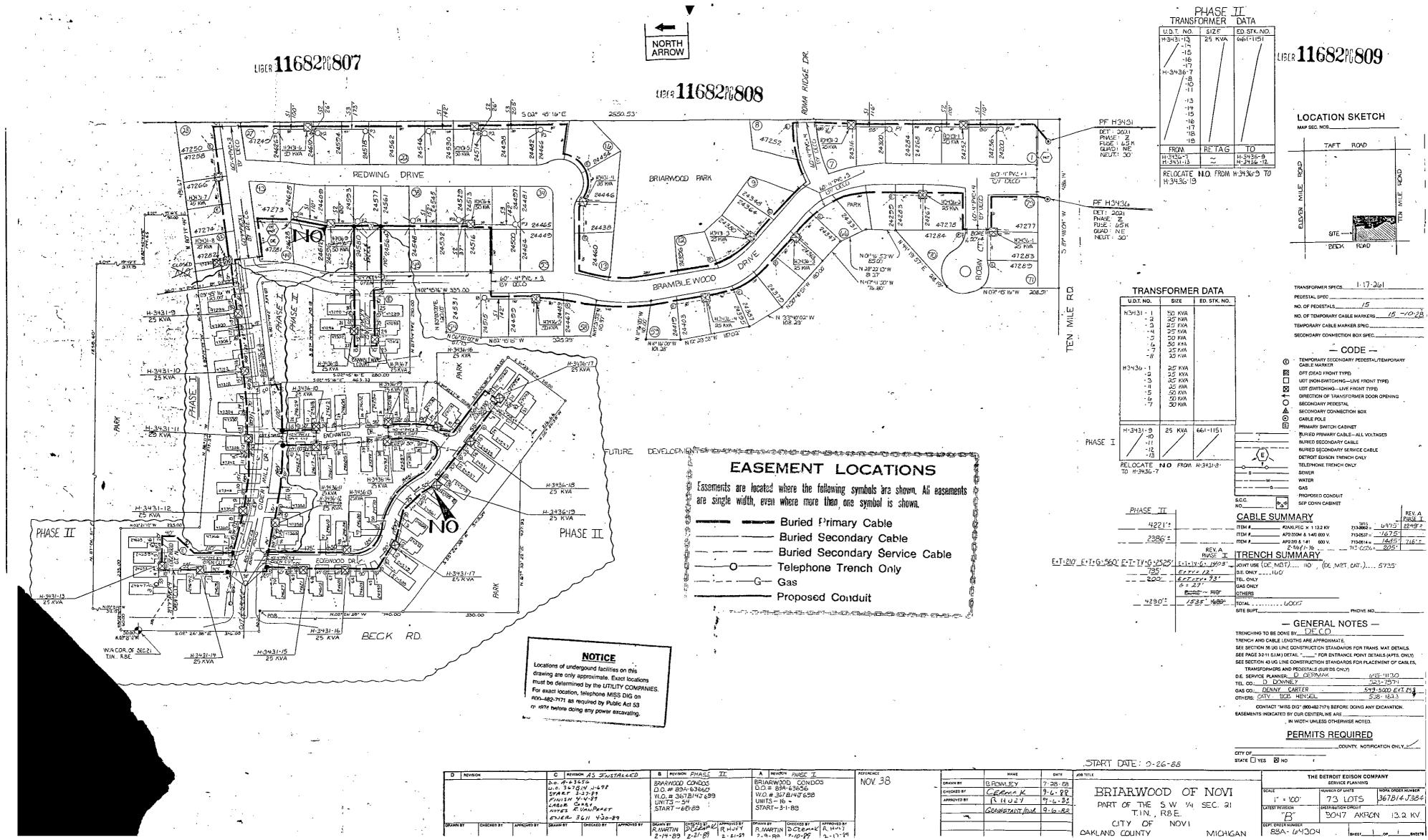
Part of the W. 1/2 of Section 21, TlN, R8E, City of Novi, Oakland County, Michigan, more particularly described as commencing at the W. 1/4 corner of said Section 21, thence N. 03°21'12" W., 50.00 ft., along the W. line of said Section 21 and the centerline of Beck Road, thence N. 86°38'48" E., 60.00 ft., to the point of beginning, thence N. 03°21'12" W., 312.15 ft., thence N. 87°06'51" E., 1258.60 ft., along an extension of, and the Southerly line of "Pioneer Meadows No. 1", as recorded in Liber 97 of Plats, on Page 22, Oakland County Records, thence S. 04°19'45" E., 377.75 ft., to the East and West 1/4 line of said Section 21, thence N. $87^{\circ}45'47''$ E., 144.65 ft., along the East and West 1/4 line of Section 21, thence S. $02^{\circ}45'16''$ E., 90.00 ft., to the Northerly line of "Briarwood of Novi", as recorded in Liber 204 of Plats, on Pages 4, 5, 6, 7, and 8, Oakland County Records, thence the following courses along the Northerly line of said "Briarwood of Novi", thence S. 80°14'44" W., 491.67 ft., thence S. 09°45'16" E., 125.00 ft., thence S. 80°14'44" W., 333.33 ft., thence 432.96 ft along a curve to the right, said curve having a radius of 990.00 ft., a central angle of 25°03'27", and a chord bearing and distance of North 87°13'33" W., 429.52 ft., thence 164.05 ft. along a curve to the left, said curve having a radius of 529.65 ft., a central angle of $17^{\circ}44'48''$, and a chord bearing and distance of N. $83^{\circ}34'15''$ West, 163.40 ft., thence S. 87°33'22" W., 18.80 ft., to a point on the Northerly line of said "Briarwood of Novi", thence N. $02^{\circ}26'38$ " W., 260.48 ft., thence N. $03^{\circ}21'12$ " W., 50.48 ft., to the point of beginning. All of the above containing 18.533 Acres. All of the above being subject to easements, restrictions and rights-of-way of record.

Phase II

Part of the W. 1/2 of Section 21, TlN, R8E, City of Novi, Oakland County, Michigan, more particularly described as commencing at the W. 1/4 corner of said Section 21, thence S. $02^{\circ}26'38"$ E., 346.00 ft. along the W. line of said Section 21, the centerline of Beck Road, and an extension of, and the Westerly line of "Briarwood of Novi,", as recorded in Liber 204 of Plats, on Pages 4, 5, 6, 7 and 8, Oakland County Records, to the boundary of said "Briarwood of Novi" and the Southerly right-of-way of Cider Mill Drive, thence the following courses along the boundary of said "Briarwood of Novi" and the Southerly line of said Cider Mill Drive, thence N. 87°33'22" 60.00 ft., to the point of beginning, thence continuing N. 87°33'22" E., 18.80 ft., thence 217.41 ft. along the curve to the right, said curve having a radius of 1243.43 ft., a central angle of 10°01'04", and a chord bearing and distance of S. 87°26'06" E., 217.13 ft., thence S. 82°25'34" E., 65.25 ft., thence 317.56 ft. along a curve to the left, said curve having a radius of 1050.00 ft., a central angle of 17°19'42", and a chord bearing and distance of N. 88°54'35" E., 316.35 ft., thence N. 80°14'44" E., 334.87 ft., to the Westerly line of said "Briarwood of Novi" and the Westerly line of Bramblewood Drive, 60.00 ft. wide, thence the following courses along the Westerly line of said "Briarwood of Novi" and the Westerly line of said Bramblewood Drive, thence S. 09°45'16" E., 26.93 ft., thence 109.15 ft. along a curve to the right, said curve having a radius of 212.00 ft., a central angle of 29°30'00", and a chord bearing and distance of S. 04°59'44" W., 107.95 ft., thence 102.10 ft. along a curve to the left, said curve having a radius of 260.00 ft., a central angle of 22°30'00", and a chord bearing and distance of S. 08°29'44" W., 101.45 ft., thence S. $02^{\circ}45'16''$ E., 292.46 ft., to a point on the Westerly line of said "Briarwood of Novi" and the Westerly line of said Bramblewood Drive, thence S. 83°00'00" W., 112.00 ft., thence S. 06°00'00" W., 87.43 ft., thence S. 02°45'16" E., 170.29 ft., thence S. 05°46'35" W., 151.80 ft. to a point on the Westerly line of said "Briarwood of Novi", thence S. 87°33'22" W., 60.00 ft., thence N. 59°40'21" W., 122.88 ft., thence N. 55°26'38" W., 216.66 ft., thence S. 87°33'22" W., 437.92 ft., thence N. 02°26'38" W., 740.00 ft., to the point of beginning. All of the above containing 15.597 Acres. All of the above being subject to easement restrictions and right-of-way of records.

Sidwell No. (22-21-300-001) NXA Bringwood of Novi 204004 Ext. - 22-21-377-000 Considery of 1-73 + 3 PUt Parks RECORDED RIGHT OF WAY NO. 4/23:

MEMORANDUM ORDER	TO Reco Center	Brian wood of Novi Condo Phase 181 1/2 of Section 21, Pity of Nori
DE FORM HS 77 12-53	Please set up R/W file for:	BRIAN WOOD OF NOVI CONDO PARSE 121
	Being a part of cuest	1/2 of Section 21. Program Nori
	Oakland County, Michigan	RIGH
		OF OF
COPIES TO:		SIGNED MUST A
REPORT		Omer V. Racine Z77 Oakland Division Headquanters
		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
DATE RETURNED	TIME	FIGNED



EASEMENT LOCATIONS

Executed 1.5 feath where the following symbols are shown. All economists is easily a state of the case symbols in shown.

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	· •	Burled	Secondary	Service	Cable
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