

LIBER 116820675

DETROIT EDISON
RIGHT OF WAY AGREEMENT

A#36 REG/DEETS PAID
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8531 MISC 7.00

June 29, 1990

For good and valuable consideration, TECHNOLOGY PARK ASSOCIATION, a Michigan non-profit corporation, whose address is 1400 N. Woodward Avenue, Suite 150, Bloomfield Hills, Michigan ("Grantor"), as the association charged with administering the affairs of the condominiums located on the Premises (defined below), hereby grants and conveys to THE DETROIT EDISON COMPANY, a Michigan corporation, whose address is 2000 Second Avenue, Detroit, Michigan, hereinafter referred to as "EDISON," a right of way to construct, operate and maintain overhead line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories required to provide electric services in, upon, over and across property located in the City of Farmington Hills, County of Oakland, State of Michigan, further described as follows:

RECORDED RIGHT OF WAY NO. 41334

A part of the Northwest 1/4 of Section 18, T1N, R9E, City of Farmington Hills, Oakland County, Michigan, being more particularly described as: Commencing at the Northwest corner of said Section 18, thence South 03°36'00" West, 1287.31 ft. along the West line of said Section 18 (Haggerty Road) to the point of beginning, thence South 86°56'00" East, 1541.39 ft., thence South 03°18'45" West, 532.38 ft., thence North 86°56'00" West, 301.20 ft., thence South 03°18'45" West, 65.60 ft., thence North 86°56'00" West, 1243.19 ft., to a point on said West line of Section 18, thence along said line (Haggerty Road), North 03°36'00" East, 598.00 ft. to the point of beginning, except any part taken for road purposes and containing 902,850 square ft. or 20.73 acres ("Premises"). (SIDWELL # 23-18-100-031)

ent.
above

The location of the line facilities will be as follows: In an Easterly and Westerly direction along and adjacent to the South property line of the Premises ("Right of Way Area."). The Right of Way Area is twelve (12) feet in width. 9000558

The rights hereby granted include the limited right of access to and from the Right of Way Area, and the right, after receipt of written permission from Grantor, to trim, cut down or otherwise control brush and trees either within the Right of Way Area or along that portion of the Premises adjoining the Right of Way Area which in the reasonable opinion of EDISON interferes with the construction or operation of the line facilities. It is expressly understood and agreed that EDISON shall, at no time, trim or cut down any trees or bushes, or disturb any landscape in the Right of Way Area or on the Premises, without the prior written consent of Grantors, which consent shall not be unreasonably withheld. EDISON shall restore the Premises (including without limitation the Right of Way Area) to its original condition or as near as can be in the event of damages caused by its employees, contractors, vehicles and equipment entering the Premises for the purposes set forth herein. This grant is declared to be binding upon the successors, lessees, licensees and assigns of the Grantor.

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EDISON acknowledges, by accepting delivery of and/or recording this Right of Way Agreement, that certain improvements, including, without limitation, parking areas and landscaping, located on the Premises may occupy portions of, or encroach onto, the Right of Way Area so long as the rights of EDISON granted herein are not impaired. EDISON agrees that the exercise by EDISON of the rights granted herein will not interfere with the use of any such improvements by Grantor, its representatives, successors and assigns.

7.00

The Right of Way granted herein shall be non-exclusive and shall be used in common with Grantor, its representatives, successors and assigns. In the event EDISON at any time abandons, or no longer uses the Right of Way in the manner provided hereto, this Right of Way Agreement shall automatically

APPROVED AS TO FORM 10/25/90 DATE
LEGAL DEPARTMENT [Signature]

O.K. - LM

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1971

RETURN TO
J. D. McDONALD
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 277 OAKDH
BIRMINGHAM, MICHIGAN 48010

DEPARTMENT
OF ENERGY

terminate and any and all rights hereunder shall automatically revert to Grantor, its representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s) on the date of this agreement.

WITNESSES:

GRANTOR:

Stevie A. Morris

Stevie A. Morris

Diane von Koss

TECHNOLOGY PARK ASSOCIATION,
a Michigan non-profit corporation

By: *C. Michael Kojanian*

C. Michael Kojanian

Its: Vice President

STATE OF MICHIGAN

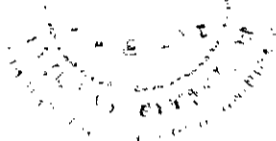
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) ss.

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COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 29th day of June, 1990, by C. Michael Kojanian, the Vice President of Technology Park Association, a Michigan non-profit corporation, on behalf of the corporation.



Stevie A. Morris

Notary Public, Oakland County, MI

My Commission Expires: September 22, 1992

This instrument drafted by:

Gregory J. DeMars, Esq.
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226

STEVIE A. MORRIS
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 9-22-92

When recorded return to:

George Williams
The Detroit Edison Company
30400 Telegraph Road
Suite 277
Birmingham, Michigan 48010

A3726g

RECORDED RIGHT OF WAY NO. 41324 / 41324



RETURN TO
J. D. McDONALD
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 277 OAKDH
BIRMINGHAM, MICHIGAN 48010