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RIGHT OF WAY FILE #

R 4 2 1 3 3

GRANTOR NAME

STREET ADDRESS

ST

CITY/TOWN

ZIP CODE

EASEMENT DESCRIPTION

AGREEMENT DATE

AGREEMENT TYPE

R P C

LIBER #

PAGE #

DRAWING R/W #

PVT CL#

SECTION

QUARTER SECTION 3

QUARTER SECTION 2

QUARTER SECTION 1

1/4 1/2

1/4 1/2

1/4 1/2

TOWNSHIP

COUNTY

RTE OF LINE

N/S E/W B

TOWNSHIP RANGE

DIVISION CODE

A D M O T W

SUBDIVISION NAME

ROSEWOOD COURT SUB

OUT LOT

EAST OF

BLOCK #1

WEST OF

LOT #1

NORTH OF

BLOCK #2

SOUTH OF

LOT #2

+

+

THUMB DIVISION - Rights of Way

Date: September 4, 1991
To: Records Center
From: Richard F. Collins *RFC*
Senior Representative
Subject: **Birchwood Mall**

Attached for Records Center is the executed Agreement dated January 16, 1990 for the above named project. Also, enclosed are other pertinent papers relative to this project.

Easement for this project was requested by Ken Cash of Service Planning, Thumb Division.

The Agreement was negotiated by Richard F. Collins of this Department.

The Detroit Edison Company made this agreement with Jon Batesole, VP of General Growth Partners, Inc. (Birchwood Mall Limited Partnership).

Please make the attached papers a part of recorded Right of Way file.

RFC:lq:13

Attachments

January 16, 1990

Grantor
For good and valuable consideration of system betterment, the undersigned/hereby grants and conveys to THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan hereinafter referred to as "EDISON", the right to erect, lay, maintain, reconstruct, add to and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories required to provide electric service in, under, upon, over and across the property located in the Township of Fort Gratiot, County of St. Clair State of Michigan, and more particularly described on the attached Appendix "A"; with the full right to EDISON of ingress and egress upon said property for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the right of way herein described.

Said right of way shall be 10 feet in width unless otherwise indicated and the route is described as follows:

At the approximate location as shown on the attached Appendix "B". If field changes are made during installation, Detroit Edison will attach an Affidavit and a revised Appendix "B" to this Agreement. The revised Appendix "B" will show the exact installed location of the underground equipment. Grantor and Edison acknowledge and agree that this Agreement shall not be recorded prior to installation, and that any recording of the same shall render this Agreement void and of no force and effect.

*Notwithstanding the foregoing, Grantor shall retain the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, lighting standards, sidewalks and gutters, on and over any portions of such right of way.

**Edison agrees that it will, upon request of Grantor, move and relocate all or a portion of the underground facilities which are the subject of this Agreement to a location requested by Grantor, provided that Grantor will reimburse Edison for any cost or expense in connection with such relocation.

Marion Sargent Edison
CLERK-REGISTER
ST. CLAIR COUNTY
Received For Record

SEP 19 1991

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

1. The right of way will be graded to within four 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 EDISON'S above ground equipment.
2. No buildings or structures other than EDISON equipment are to be placed within the right of way herein granted. No excavation is to be permitted within said right of way without approval of EDISON. *
3. No shrubs or foliage shall be planted or grown within eight 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 right of way causing an interference with maintenance of EDISON equipment.
4. If EDISON lines or facilities are damaged by the acts of owners, their agents, employees or contractors, repairs shall be made by EDISON at the cost and expense of owners. Owners are defined as those persons owning the property at the time the damage occurred.
5. **

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(s) on the date of this agreement.

Witnesses:

Brad J. Osmundson
Brad J. Osmundson

x Frances K. Drake
Frances K. Drake

Return to: Linda Quaine at address below
Prepared by: Richard F. Collins
600 Grand River Avenue
Port Huron, MI 48060

Grantor:

Birchwood Mall Limited Partnership
By: General Growth Partners, Inc.,
General Partner

By: Jon E. Batesole
Jon E. Batesole, Vice President
215 Keo, P.O. Box 1536, Des Moines, IA 50306

Grantee:

The Detroit Edison Company
By: John Zelunah
John Zelunah, Director of Engineering & Planning

RECORDED RIGHT OF WAY NO. 42123

LEGAL DESCRIPTION OF BIRCHWOOD MALL:

Land in the northwest quarter of Fractional Section 22, T7N-R17E, and also a portion of "Outlot F" Supervisors Gratiot Avenue Plat as recorded in Liber 38 of Plats, pages 4 & 5, St. Clair County Register of Deeds Office, Fort Gratiot Township, St. Clair County, Michigan, described as: Commencing at the northwest corner of Section 22; thence N 89°39'18"E 61.70 feet along the north section line; thence S 00°05'23"E 90.40 feet to the intersection of the south right of way line of Keewahdin Road and the east right of way line of 24th Avenue (M-25) and the Point of Beginning of this description; thence N 89°39'18"E 1,236.97 feet along the south right of way line of Keewahdin Road 90.40 feet south of and parallel to the north section line; thence S 00°10'53"E 287.00 feet; thence N 89°39'18"E 15.00 feet; thence S 00°10'53"E 338.22 feet to the northwest corner of "Outlot F" Supervisors Gratiot Avenue Plat; thence N 66°03'06"E 512.96 feet along the north line of "Outlot F"; thence S 24°53'09"E 179.83 feet along the northeast line of "Outlot F" to the south corner of "Outlot D"; thence S 65°53'07"W 19.00 feet to the physical centerline of the Grace Drain; thence S 24°06'53"E 345.44 feet and S 00°00'53"E 70.00 feet along the centerline of said drain: thence S 89°59'07"W 66.57 feet; thence S 00°17'53"E 66.00 feet to the northeast corner of Lot 1 "Rosewood Court Subdivision" as recorded in Liber 85 of Plats pages 11 & 12, St. Clair County Register of Deeds Office; thence S 89°59'07"W 410.52 feet along the north line of said "Rosewood Court Subdivision"; thence S 00°17'53"E 150.00 feet along the west line of said subdivision to the north line of Grace Road right of way; thence S 89°59'07"W 190.53 feet along said north right of way line to the southwest corner of "Outlot F"; thence S 00°10'53"E 1,362.36 feet to the east-west quarter line of Section 22; thence S 89°46'19"W 1,256.04 feet along said quarter line to a point on the east right of way line of 24th Avenue, said point being 61.00 feet east of the west quarter corner of Section 22; thence N 00°05'23"W 2,549.18 feet along said east right of way line to the Point of Beginning. Containing 81.29 acres and being subject to the Grace Drain easement along the east side and any other easements and restrictions of record.

RECORDED
RIGHT OF WAY NO. 42133

Acknowledgement-Partnership

STATE OF MICHIGAN IOWA

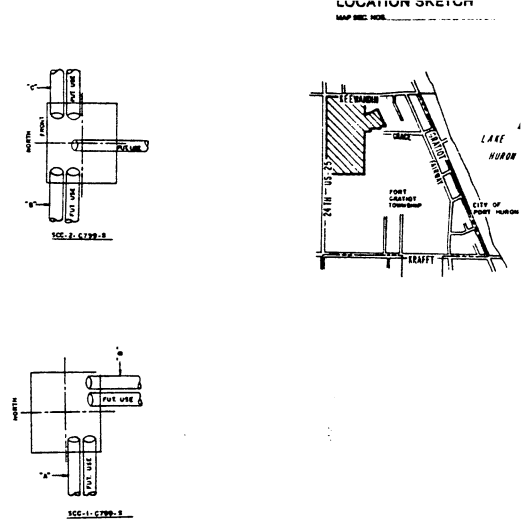
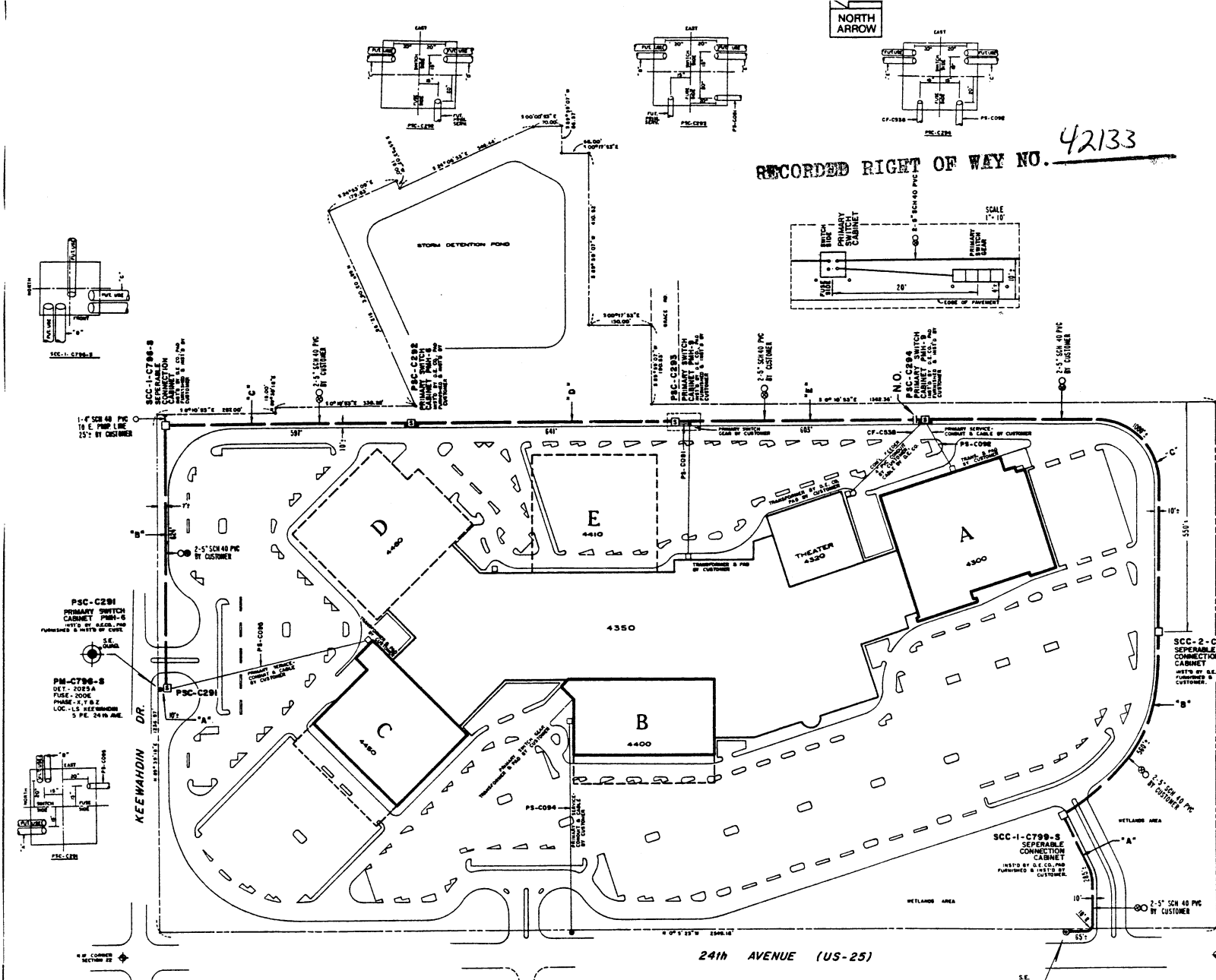
County of Polk)SS

On this 16th day of January, 1990, the foregoing instrument was acknowledged before me, a notary public in and for said county, by Jon E. Batesole, Vice President of General Growth Partners, Inc.
 (a) general managing partner(s), on behalf of Birchwood Mall Limited Partnership a limited partnership.



Frances K. Drake
 Notary Public, Polk County, Michigan Iowa

My commission expires 6/18/92



TRANSFORMER DATA		
U.D.T. NO.	SIZE	ED. STK. NO.

PRIMARY SWITCH CABINET DATA		
NO.	TYPE	ED. STK. NO.
PSC - 291	PMH - 8	682 - 0456
- 292	- 6	- 0480
- 293	- 9	- 0480
- 294	- 9	- 0480

SEPERABLE CONNECTION CABINET DATA	
NO.	ED. STK. NO.
SCC-1-C798-S	682-0485
SCC-1-C799-S	682-0485
SCC-2-C799-S	682-0485

CABLE SUMMARY	
ITEM #	DESCRIPTION
1	4" CU 11 x 3
2	4" CU 11 x 3
3	4" CU 11 x 3
4	4" CU 11 x 3

TRENCH SUMMARY

JOINT LINE

D/E ONLY

T/E ONLY

GAS ONLY

OTHERS

TOTAL

NOTE (PHASE 1 & 2)

1. CUSTOMER TO INSTALL PADS FOR PRIMARY SWITCH CABINETS & SEPERABLE CONNECTION CABINETS.

2. DECID TO INSTALL PRIMARY SWITCH CABINETS & SEPERABLE CABINETS.

PERMITS REQUIRED

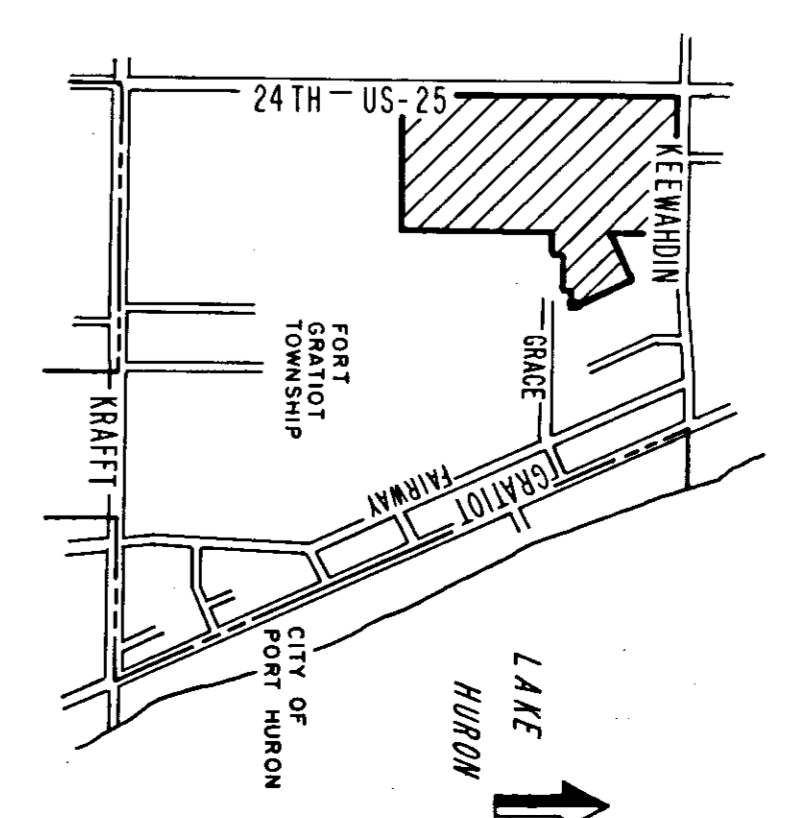
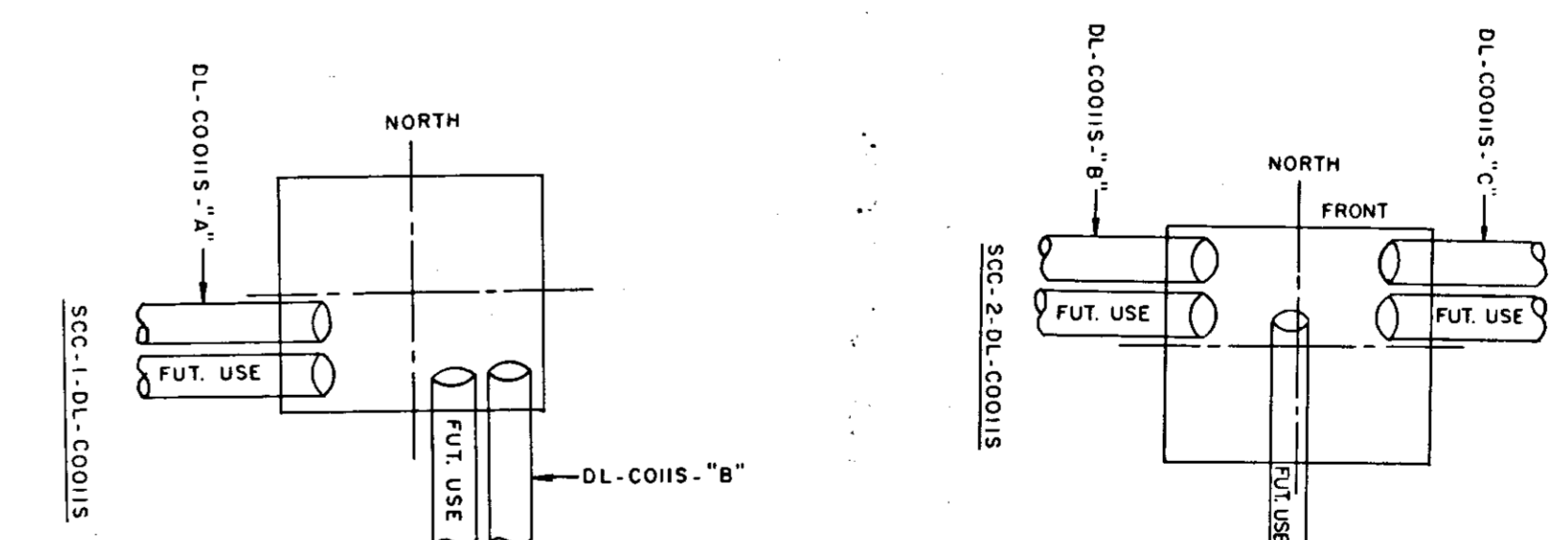
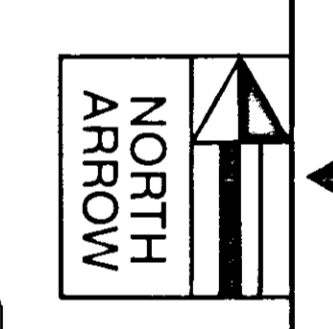
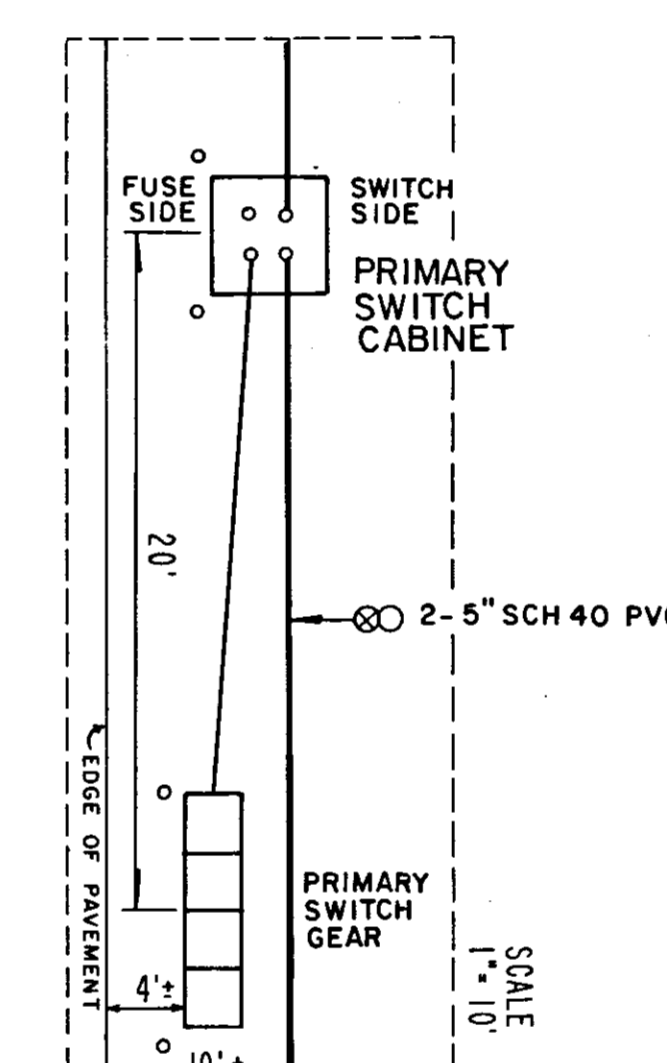
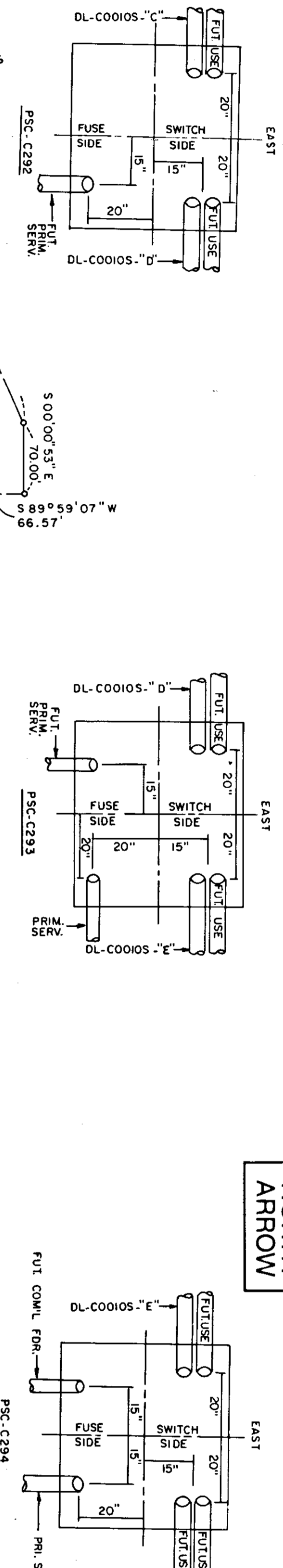
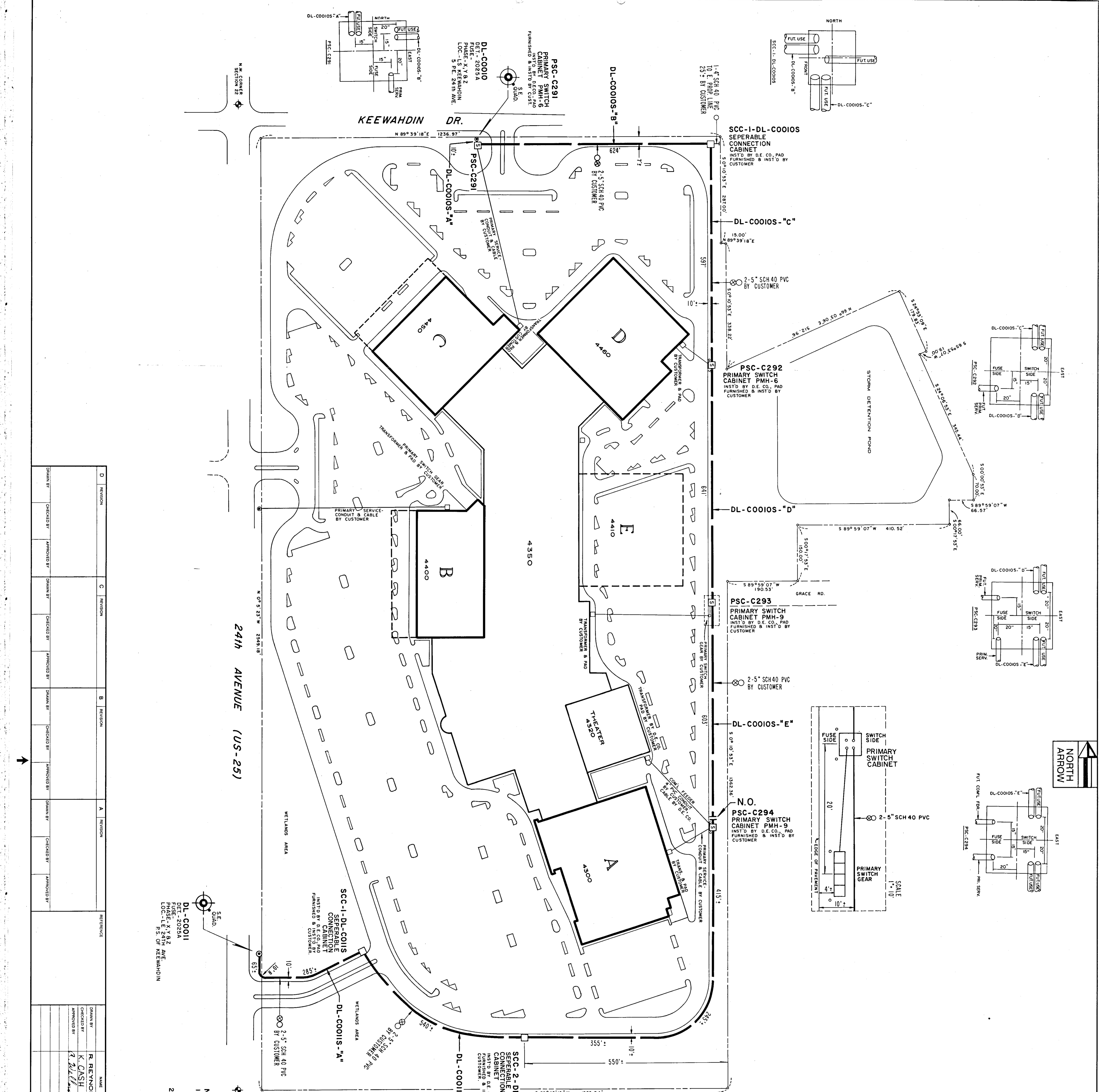
CITY OF _____

STATE YES NO

NO.	REVISION	DATE	BY	APP'D.	DESCRIPTION
D	REVISION				
C	REVISION				
B	REVISION A-79559 & A-79638				AS INSTALLED IN FIELD
A	REVISION A-79638	3-15-99	R. REYNOLDS		EXTEND CABLE AROUND SOUTH END OF MALL FROM PM-C798-S CABLE POLE TO PSC-C294. NORTH 2715' DL-COON-S TO PM-C796-S

DESIGNED BY	R. REYNOLDS	DATE	3-15-99
CHECKED BY	K. CASH	DATE	3-15-99
DRAWN BY	R. WILLIAMS	DATE	3-15-99

DATE	3-15-99	SCALE	AS SHOWN
PROJECT	BIRCHWOOD MALL	SHEET	13.2
OWNER	DETROIT EDISON COMPANY	LOCATION	FT. GRATIOT TWP. ST. CLAIR CO. MI.



LOCATION SKETCH
MAP SEC. NOS.

TRANSFORMER DATA

U.O.T. NO.	SIZE	ED. STR. NO.

PRIMARY SWITCH CABINET DATA

NO.	TYPE	ED. STR. NO.
PSC-C291	PMH-6	682-0465
"-292	"-6	"-0456
"-293	"-9	"-0451
"-294	"-9	"-0451

SEPARABLE CONNECTION CABINET DATA

NO.	TYPE	ED. STR. NO.
SCC-1-DL-COOIIS		682-0465
SCC-2-DL-COOIIS		682-0465

PHASE 2 CABLE SUMMARY

ITEM #	DESCRIPTION	QUANTITY	UNIT
1	4/0 CU 12.5	713	5078'
2	APZ-250M & 140.00V	713	5078'
3	APZ-250 & 141	713	5078'
4	APZ-250 & 141	713	5078'
5	APZ-250 & 141	713	5078'

TRENCH SUMMARY

ITEM #	DESCRIPTION	QUANTITY	UNIT
1	4/0 CU 12.5	713	5078'
2	APZ-250M & 140.00V	713	5078'
3	APZ-250 & 141	713	5078'
4	APZ-250 & 141	713	5078'
5	APZ-250 & 141	713	5078'

GENERAL NOTES

- NOTE (PHASE 1 & 2) CUSTOMER TO INSTALL PADS FOR PRIMARY SWITCH CABINETS & SEPARABLE CONNECTION CABINETS.
- DECO TO INSTALL PRIMARY SWITCH CABINETS & SEPARABLE CONNECTION CABINETS.

PERMITS REQUIRED

CONTRACTOR: DON MUELLER, PHONE NO. 395-9570

RECORDED & FILED NO. R42133

NO.	REVISION	DATE	BY	APP. BY
1	ISSUE	9-18-83	K. CASH	
2	REVISED	9-18-83	R. RENOLDSON	
3	REVISED	9-18-83	R. RENOLDSON	
4	REVISED	9-18-83	R. RENOLDSON	
5	REVISED	9-18-83	R. RENOLDSON	
6	REVISED	9-18-83	R. RENOLDSON	
7	REVISED	9-18-83	R. RENOLDSON	
8	REVISED	9-18-83	R. RENOLDSON	
9	REVISED	9-18-83	R. RENOLDSON	
10	REVISED	9-18-83	R. RENOLDSON	
11	REVISED	9-18-83	R. RENOLDSON	
12	REVISED	9-18-83	R. RENOLDSON	
13	REVISED	9-18-83	R. RENOLDSON	
14	REVISED	9-18-83	R. RENOLDSON	
15	REVISED	9-18-83	R. RENOLDSON	
16	REVISED	9-18-83	R. RENOLDSON	
17	REVISED	9-18-83	R. RENOLDSON	
18	REVISED	9-18-83	R. RENOLDSON	
19	REVISED	9-18-83	R. RENOLDSON	
20	REVISED	9-18-83	R. RENOLDSON	

NO.	REVISION	DATE	BY	APP. BY
1	ISSUE	9-18-83	K. CASH	
2	REVISED	9-18-83	R. RENOLDSON	
3	REVISED	9-18-83	R. RENOLDSON	
4	REVISED	9-18-83	R. RENOLDSON	
5	REVISED	9-18-83	R. RENOLDSON	
6	REVISED	9-18-83	R. RENOLDSON	
7	REVISED	9-18-83	R. RENOLDSON	
8	REVISED	9-18-83	R. RENOLDSON	
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11	REVISED	9-18-83	R. RENOLDSON	
12	REVISED	9-18-83	R. RENOLDSON	
13	REVISED	9-18-83	R. RENOLDSON	
14	REVISED	9-18-83	R. RENOLDSON	
15	REVISED	9-18-83	R. RENOLDSON	
16	REVISED	9-18-83	R. RENOLDSON	
17	REVISED	9-18-83	R. RENOLDSON	
18	REVISED	9-18-83	R. RENOLDSON	
19	REVISED	9-18-83	R. RENOLDSON	
20	REVISED	9-18-83	R. RENOLDSON	

R42133