

EASEMENT

1-10  
36

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, SHOPPING CENTERS, INC., a Michigan corporation, with principal offices at CD-B Northland Shopping Center, Southfield, Michigan (hereinafter jointly called "Grantor"), does hereby grant to THE DETROIT EDISON COMPANY, a New York corporation, of 2000 Second Avenue, Detroit, Michigan (hereinafter called "Grantee") a private, non-exclusive easement for the purposes of constructing, operating and maintaining its underground lines for the transmission and distribution of electricity and Company communication facilities, including the necessary conduits, fixtures, cables, manholes and equipment, in, on, under, across and through certain premises in the City of Southfield, Oakland County, Michigan, said easement being more particularly described as follows:

An easement of varying width the centerline of which is described as: commencing at the N.E. corner of Section 36, T 1 N, R 10 E, City of Southfield, Oakland County, Michigan, thence S 01° 15' 00" E, 1,513.15', thence S 88° 45' 00" W, 175.00' to the point of beginning of a 6' wide easement thence S 88° 45' 00" W, 118', to the point of beginning of a 10' wide easement thence S 01° 15' 00" E, 53.87', to the point of beginning of a 20' wide easement thence S 01° 15' 00" E, 33.04', to the point of ending in accordance with the drawing No U1-1-3088 of The Detroit Edison Company attached here to and made a part hereof, excepting specifically that part of the herein described easement which is part of the land transferred by deed dated April 18, 1973 and recorded April 23, 1973 in liber 6073 page 40 of the records of the Register of Deeds, Oakland County, Michigan.

This grant, nevertheless, being expressly subject to the following and conditions:

1. That no construction, modification, improvement, use or maintenance of any improvement within the above description shall disturb, damage, alter or modify any existing pavement, private road or parking lot, or the flow of pedestrian or vehicular traffic thereover, or prevent the construction of any pavement or other improvement hereafter installed or used by Grantor, its successors, tenants or assigns without the prior written consent of Grantor, its successors or assigns. Provided, however, that such written consent shall not unreasonably be withheld, and further, that no construction of any pavement or other improvement hereafter installed or used by Grantor, its successors, tenants or assigns within such easement shall damage, disturb or prevent full use of any improvement or equipment of Grantee, its successors or assigns at such time installed within and in accordance with the terms of this easement.
2. That the easement and rights herein granted shall be non-exclusive, and shall not prevent any improvement of any land subject to this easement, or the sale, lease, mortgaging or other disposition of said land, subject only to the rights herein granted, and shall not prevent the granting of any other easement or right in whole or in part within the parcel of land above described, provided that no exercise of rights and privileges so granted to another, and no installations, use or maintenance of any other utility of improvement installed or constructed within such easement shall damage, disturb or prevent full use of any improvement of Grantee, its successors or assigns at such time installed within and in accordance with the terms of this easement.

RECORDED  
OAKLAND COUNTY REGISTER OF DEEDS RECORDS  
1973 SEP 26 AM 10:12  
By \_\_\_\_\_  
CLERK OF DEEDS

RECORDED RIGHT OF WAY NO. 28872

See attached map  
Sec. 36, NE 1/4, E 1/2 of

1100

3. That plans and drawings for installation of said underground electrical conduit and supporting surface manholes shall be submitted to and approved by Grantor as to location prior to commencement of construction under this grant of easement. Further, that within six (6) months next following the completion of original construction of said underground electrical conduit and supporting surface manholes by Grantee within said parcel of land, Grantee will deliver to Grantor a complete and accurate set of plans and drawings showing the nature, construction and location of all improvements installed or constructed within the land hereinabove described.
4. Grantee shall have the right at all reasonable times to enter upon lands of the Grantor adjacent to the easement herein described for the sole purpose of exercising its rights under this Grant.
5. Grantee will promptly replace, repair or restore, or will upon demand, reimburse Grantor in the full amount of Grantor's expense for the replacement, repair or restoration of any improvement, paving or landscaping disturbed, damaged or destroyed by Grantee, its agents, contractors, employees and licensees in the course of construction, installation, improvement, maintenance or use of the rights herein conveyed.
6. Grantee will properly safeguard all construction or other work done pursuant to this grant of easement, including but not limited to barricading or plating and safety lighting any excavated areas, and shall make all reasonable efforts to keep traffic entrances, exits and crossovers free and clear and to provide for the unimpeded and continuous movement of motor vehicles and pedestrians. In addition, Grantee agrees to defend and save harmless Grantor from any and all claims for physical damage or personal injury arising out of Grantee's construction and maintenance and use of the facilities permitted to be installed hereunder.
7. Grantee, its successors and assigns will, upon request, execute or join in the execution of any instrument or instruments necessary or appropriate to the dedication of all or any portion of any private shoulders thereof, as a public road or highway.
8. It is understood and agreed that this easement is granted subject to the provisions of a certain mortgage by and between the Equitable Life Assurance Society of the United States and Grantor, recorded at Liber 3568, Page 24, Oakland County, Michigan, Register of Deeds Office, and that neither this easement nor any right or interest therein shall be assignable or alienable without Grantor's prior written consent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed by authority of its board of directors as of this 3 day of July, 19 73.

Witnesses:

SHOPPING CENTERS, INC.

June A. Aird  
JUNE A. AIRD

By Gary W. Jackson  
GARY W. JACKSON

David G. Foster  
DAVID G. FOSTER

Its VICE PRESIDENT  
and John R. Hand  
Assistant Secretary JOHN R. HAND

Its \_\_\_\_\_

Prepared by: Roy J. Daniel  
1206 Woodward  
Detroit, Michigan 48226

APPROVED AS TO FORM 5-21-73 DATE  
LEGAL DEPARTMENT B. J. [unclear]

Return to: see back

RECORDED RIGHT OF WAY NO. 28812

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF Oakland )

On this 3rd day of July 1973, before me,  
a Notary Public in and for said County, personally appeared  
<sup>W.</sup>  
GARY JACKSON and JOHN R. HAND to me personally known, who, being by  
me duly sworn, did say that they are the President and Assistant  
Secretary respectively of Shopping Centers, Inc. the corporation named  
in and which executed the within instrument, and that the seal affixed  
to said instrument is the corporate seal of said corporation, and that  
said instrument was signed and sealed in behalf of said corporation by  
authority of its board of directors; and said GARY JACKSON and  
JOHN R. HAND acknowledged said instrument to be the free act and deed  
of said corporation.

*Jeanne J. McBride*  
Notary Public,  
Oakland County, Michigan

JEANNE J. MCBRIDE  
Notary Public, Oakland County, Mich.  
My Commission Expires Oct. 7, 1974.

My Commission expires October 7, 19 74

RECORDED RIGHT OF WAY NO. 28872

APPLICATION FOR RIGHT OF WAY  
DE FORM MS 80 6-58

Northland Sub.  
73-102

PLEASE SECURE RIGHT OF WAY AS FOLLOWS

DATE \_\_\_\_\_

LOCATION J. L. Hudson Dr., 95' to 213' west of APPLICATION NO. \_\_\_\_\_  
Greenfield Rd. DEPT ORDER NO. \_\_\_\_\_

CITY OR VILLAGE City of Southfield C O F W NO \_\_\_\_\_

TOWNSHIP Southfield COUNTY Oakland BUDGET ITEM NO \_\_\_\_\_

DATE BY WHICH RIGHT OF WAY IS WANTED 4-15-73 INQUIRY NO. \_\_\_\_\_

THIS R/W IS \_\_\_\_\_ % OF TOTAL PROJECT NO \_\_\_\_\_ ACCUM \_\_\_\_\_ % JOINT RIGHT OF WAY REQUIRED YES  NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED 6' x 118', 10' x 66.41' & 20' x 33.04' easements  
as shown on Drawing U1-1-3088, with rights of ingress and egress.

PURPOSE OF RIGHT OF WAY To install and maintain 5" conduit and Primary Switch Cabinets  
to provide service to Churchill Jewelry (old Hudson Package Delivery Bldg.) and future  
gas station.

NOTE: Coordinate right of way with J. Hartwig, Industrial Power Engineer, Ext. 2872.

SIGNED Louis P. Belletini  
L. P. Belletini, Supervisor  
Layout Group OFFICE Transmission & Distribution DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT

Recordable R/W secured as shown on the attached sketch.

Contacts by R. H. Rehe, Real Estate & R/W. Dept.

Permits to T. & D. 2

PERMITS IN GENERAL FILES 2 R/W DEPT FILE \_\_\_\_\_ GRANTOR A. Gershenson

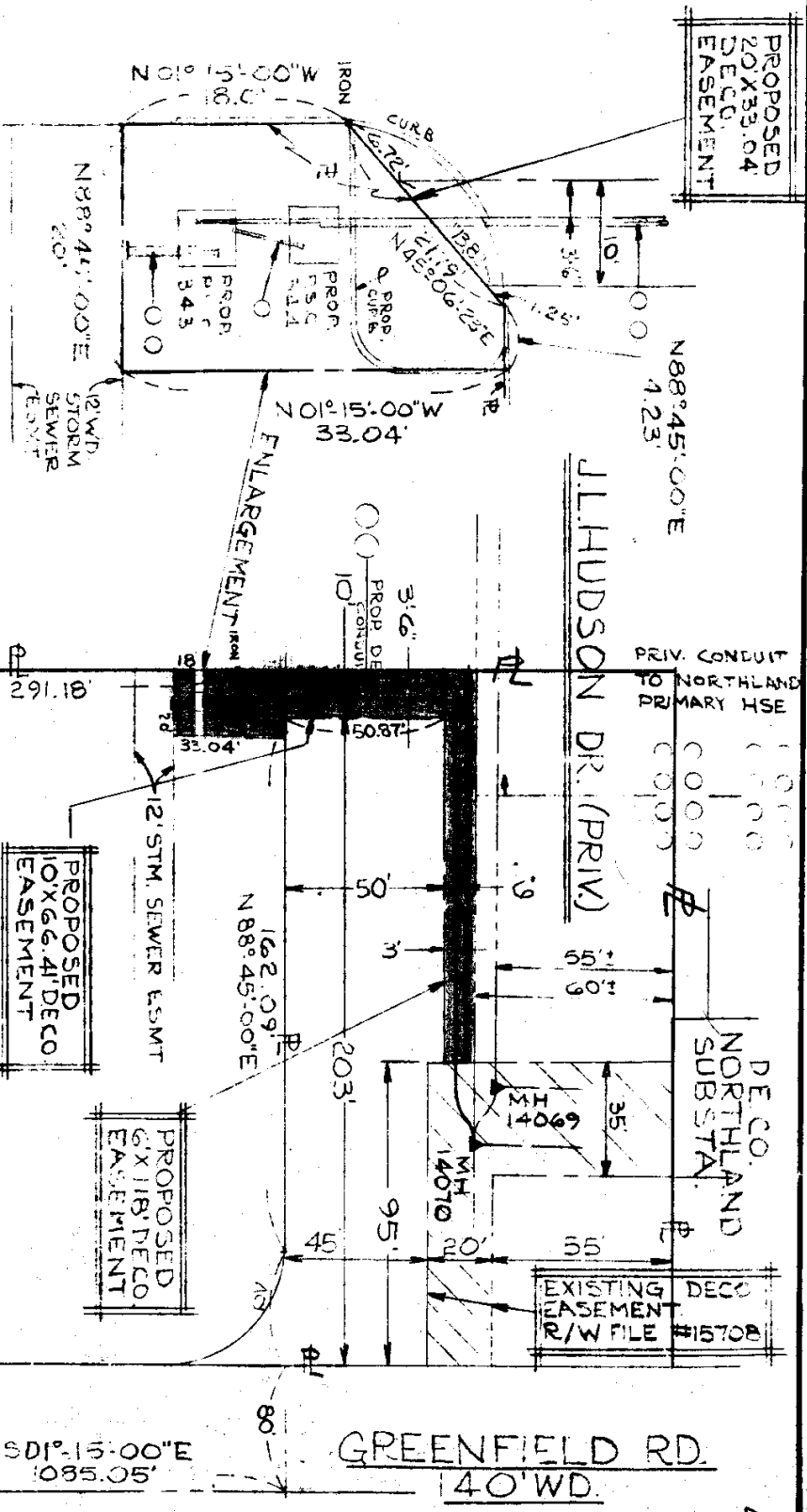
NO OF PERMITS 2 NO OF STRUCTURES \_\_\_\_\_ NO OF MILES \_\_\_\_\_ PERMITS TO MBT \_\_\_\_\_

DATE 9-14-73 SIGNED James A. Robertson  
JAMES A. ROBERTSON

RECORDED RIGHT OF WAY NO. 288774

7-8-73 WO 5-3-73

RECORDED RIGHT OF WAY NO. 282712



|           |           |          |        |       |                               |                            |
|-----------|-----------|----------|--------|-------|-------------------------------|----------------------------|
| REFERENCE | U3-3-8475 | DRAWN    | 3-273  | TITLE | PROPOSED DECO EASEMENTS       | THE DETROIT EDISON COMPANY |
|           |           | O.K.     | 1/18   |       | JL HUDSON DR, W OF GREENFIELD | TRANS. & DIST.             |
|           |           | APPROVED | 2-6-73 |       | CITY OF SOUTHFIELD OAKLAND CO | DEPT. DETROIT, MICH.       |
|           |           |          |        |       | NO SCALE                      | NO. U1-1-3088              |

HUDSON PACKAGE  
 DELIVERY PROPERTY  
 NORTHLAND CENTER INC.  
 EAST 1/4 COR  
 SEC 3 &  
 T1N, R10E  
 SOUTHFIELD

JOB 73-102

DE FORM 14, 42 P.T.O. 8-71

SFD 99A