

EASEMENT

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-8 Northland Shopping Center, Southfield, Michigan (hereinafter 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:

A 10 ft wide easement the centerline of which is described as: commencing at the N. 1/4 cor of Sec 36, th S. 01°25'30" E. 60 ft. th N. 88°33'32" E. 10.86 ft, th S. 01°15'00" E. 217.06 ft, th 78.76 ft al g a curve to the left, radius 425 ft chord S. 06°33'32" E. 78.65 ft, th S. 11°52'04" E. 34 ft, th S. 88°35'30" W. 245.30 ft, th S. 43°10'00" W. 350 ft to the P.O.B. of 10 ft wide easement, th S. 46°50'00" E. 283 ft th S. 43°10'00" W. 60 ft to the end of the easement.

This grant, nevertheless, being expressly subject to the following terms 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 or 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.
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

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*Southfield Twp
Dec. 30, 1974*

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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 roads within or affected by said easement, including the unpaved 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.

9. Grantee, its successors and assigns shall, upon One Hundred Twenty (120) days written notice from Grantor, its successors or assigns, at Grantee's sole cost and expense make any and all such changes and alterations in the location and extent of the lines installed in, on, under, over or across the easement as shall be necessary at the time to make way for any buildings in the course of erection or any improvements on said land.

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 11 day of June, 19 73.

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WITNESSES:

June Avid
JUNE AVID
Roy J. Daniel
ROY J. DAVID

SHOPPING CENTERS, INC.
By Gary W. Jackson
Gary W. Jackson
Its Vice President
and John R. Hand
John R. Hand
Its Assistant Secretary

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

Return to: _____

