

Detroit Edison

Right of Way Agreement

87 15839

January 13, 19 87

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 hereinafter referred to as "EDISON", the easements and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the City of Southfield, Oakland County, Michigan, and more particularly described on the attached Appendix "A", with the full right to EDISON of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be Ten (10) feet in width unless otherwise indicated and their route is described as follows:

Underground Lines are to be located in accordance with attached drawing which is made a part hereof.

JAN 27 12:14

RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR THE COUNTY OF OAKLAND, MICHIGAN

36882

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

1. The easements will be graded to within four (4) 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 above ground EDISON equipment.

2. No buildings or structures other than EDISONS' equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easements without approval of EDISON.

3. No shrubs or foliage shall be planted or grown within five (5) 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 easement causing an interference with EDISONS' maintenance of their equipment.

4. If the lines of facilities of EDISON are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by EDISON at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

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 and seal on this date:

Witnesses:

Grantors:

Prepared By: Omer V. Racine
The Detroit Edison Company
30400 Telegraph Rd. Suite 240
Birmingham, MI 48010

Address:

Ret

DECO 1

110

[Handwritten signature]

WITNESSES:

Southfield Residence Associates
A Kansas General Partnership
257 North Broadway
Wichita, Kansas 67202

By THE RESIDENCE INN COMPANY,
a Tennessee partnership
By Residence Inn Corporation,
its Managing Partner

Triana J. Mitchell
Triana J. Mitchell

Jana L. Murphy
Jana L. Murphy

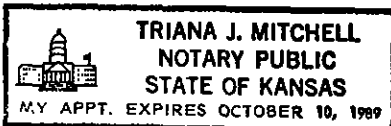
John R. Morse
John R. Morse, Vice President &
General Counsel

RECORDED RIGHT OF WAY NO. 36882

State of Kansas)
) S.S.:
County of)

Personally came before me this 13th day of January 1987, John R. Morse, Vice-President and General Counsel of the above named corporation, ~~General~~ Partner of the above named Kansas General Partnership, to me known to be the person who executed the foregoing instrument, and to me known to be such General Partner of Said Kansas General Partnership, and acknowledge that he executed the foregoing instrument as such General Partner as the free act and deed of said Kansas General Partnership.

My Commission Expires: 10/10/87



Triana J. Mitchell
Notary Public, County, Kansas
Triana J. Mitchell

APPENDIX A

58031/2

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610+18
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All of Lot 8 and a part of lots 5, 6, 7, 9, 10 and 11 and a part of Meadowlark Way 60 feet wide all being part of "Willow Valley" Subdivision as recorded in Liber 58, Page 31 of plats, Oakland County Records, and a part of Lots 14 and 15 and a part of Meadowlark Way 60 feet wide all being part of "Willow Valley No. 1" Subdivision as recorded in Liber 61, Page 48 of plats, Oakland County Records, both Subdivisions being located in the Northeast 1/4 of Section 22, T-1-N, R-10-E., City of Southfield, Oakland County, Michigan and acreage in the Northeast 1/4 of Section 22, more particularly described as: Commencing at the Northeast corner of Section 22; thence S. 87°41'39" W., 878.65 feet along the North Line of Section 22; thence S. 02°10'18" E., 208.90 feet to the point of beginning, said point being on the South Line of proposed Interstate 696 Freeway Service Drive at the East Right of Way Line of proposed Central Park Boulevard, 100 feet wide; thence N. 87°49'42" E., 619.81 feet along said South line of proposed Interstate 696 Freeway Service Drive; thence S. 07°03'11" W., 194.89 Feet; thence S. 31°59'55" W., 157.00 feet to the Northeast corner of Lot 7, said "Willow Valley" Subdivision; thence N. 56°29'35" W., 134.10 feet along the Northerly Line of said Lot 7; thence S. 38°03'37" W., 147.27 feet to the Northeast corner of Lot 8, said "Willow Valley" Subdivision the following 4 courses being along the Easterly line of Lots 8 thru 11 of said "Willow Valley" Subdivision;

- (1) S. 47°41'25" W., 141.00 Feet; and
- (2) S. 08°45'55" W., 138.08 Feet; and
- (3) S. 44°13'05" W., 81.66 Feet; and (4) S. 39°51'10" W., 88.65 feet to a point on the East line of said Central Park Boulevard, the following five courses being along said East line; (1) N. 02°21'35" W., 7.01 feet; and (2) Along a curve to the left 166.38 feet, said curve, having a radius of 1687.02 feet, Central angle of 05°39'03" and Long Chord bearing of N. 05°11'07" W., 166.32 feet; and (3) N. 08°00'38" W., 264.22 feet; and (4) Along a curve to the right 161.73 feet, said curve having a radius of 1587.02 feet, central angle of 05°50'20" and long chord bearing of N. 05°05'28" W., 161.66 feet; and (5) N. 02°10'18"W., 107.73 feet to the point of beginning and containing 5.41 acres.

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM 563-0908 (MS-77) 12-53

TO Robert Haack DATE 1-15-87 TIME _____

RECORDED RIGHT OF WAY NO. 36882

Re: Underground Service

SOUTHFIELD RESIDENCE INN

Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: _____

SIGNED

Omer V. Racine
Omer V. Racine, Representative
Real Estate, Rights of Way & Claims
264 Oakland Division Headquarters

REPORT _____

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12-53

TO Records Center DATE 3-23-87 TIME _____

RECORDED RIGHT OF WAY NO. 36882

Please set up P/W file for: SOUTHFIELD RESIDENCE INN

Being a part of NORTHEAST 1/4 of Section 22, CITY OF SOUTHFIELD

Oakland County, Michigan

COPIES TO _____

SIGNED

Omer V. Racine
Omer V. Racine
264 Oakland Div. Hqter.

REPORT _____

TIME _____

SIGNED _____