

R/WAY

Underground Right of Way Agreement

87 46273

LIBER 9808 PAGE 190

December 17, 19 86

For good and valuable consideration of system betterment, the undersigned hereby grant and convey* to THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan hereinafter referred to as "EDISON," the right to construct, reconstruct, modify, add to, operate and maintain underground line facilities consisting of poles, conduits, wires, cables, manholes, transformers and accessories required to provide electric service in, under, upon and across property located in the City of Southfield, County of Oakland, State of Michigan, further described as:

A parcel of land located in the SE 1/4 of Section 22, T1N., R10E., City of Southfield, Oakland County, Michigan is described as commencing at the East 1/4 corner of said Section 22; th along the East section line (being coincident with the centerline of Evergreen Rd., 120 ft. wide) due South 390.72 ft; th due West 60.00 ft. to the point of beginning; th along the West right-of-way line of Evergreen Rd. (120 ft. wide) due South 1758.39 ft; th due West 429.63 ft.; th South 46°16'59" West 181.10 ft.; th along the Northeasterly right-of-way line of the Lodge Freeway Service Dr., North 43°43'01" West 711.88 ft.; th North 46°16'59" East 310.00 ft.; th North 43°43'01" West 457.63 ft.; South 46°16'59" West 53.19 ft.; th South 89°58'22" West 106.00 ft.; th South 0°01'38" East 15.00 ft.; th South 46°16'59" West 169.80 ft.; th along the Northeasterly right-of-way line of the Lodge Freeway Service Dr., North 43°43'01" West 799.70 ft.; th North 63°56'13" East 574.91 ft.; th North 31°05'16" West 471.48 ft.; th along the Southerly right-of-way line of Civic Center Dr., (86 ft. wide) North 86°31'09" East 979.73 ft.; th due South 300.59 ft.; th due East 713.68 ft. to the point of beginning. Containing 58.7207 acres.

Sidwell No: 24-22-426-015

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#36 REG. FEES PAID 0001 MAR 13 1987 01:21PM 8284 MISC 13.00

RECORDED RIGHT OF WAY NO. 30958

*without representation or warranty

**non-exclusive

***containing no PCB's or other hazardous or toxic materials or substances

as shown on the attached drawing U1-2-3405 which is made a part hereof.

The right of way is (5') Five feet in width.

The rights hereby granted include the right of access to and from the rights of way and the right to trim, cut down or otherwise control trees, brush or roots of any kind either within the right of way or on property adjoining the right of way which in the 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 unless, in EDISON'S opinion, it is absolutely necessary to do so. EDISON shall restore premises to its original condition or as near as can be in the event of damages caused by its employees, contractors, vehicles and equipment entering premises for the purposes set forth herein.

No buildings or structures are to be placed within said right of way herein granted without the written consent of EDISON.

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:

Grantors:

Prudential Insurance Company of America, A New Jersey Corporation

Debbie Germick

By: T. J. Johnson Vice President

Debbie Germick

Linda Sanecki

APPROVED AS TO FORM 2-17-87 DATE 13

Linda Sanecki

Prepared by: Stuart Chipman The Detroit Edison Company 30400 Telegraph Road, #264 Birmingham, MI 48010

Address: 3000 Town Center, #100 Southfield, MI 48075

Acknowledgment - Corporation

State of Illinois)
) SS.
County of Cook)

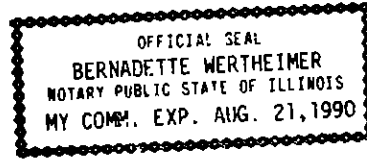
On this 17th day of December, 1986, the foregoing instrument was acknowledged before me, a notary public in and for said county, by _____

P. H. Johnson
whose title(s) is/are Vice President of The Prudential Insurance Company of America, a New Jersey corporation, on behalf of the corporation.

Bernadette Wertheimer
Notary Public, Cook County, Illinois

My Commission Expires:

8/21/90



RECORDED RIGHT OF WAY NO. 36-1958

RECIPROCAL EASEMENT AGREEMENT

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THIS RECIPROCAL EASEMENT AGREEMENT (hereinafter "Agreement") made as of the 25th day of MAY, 1986, by and between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation having an office at PRUDENTIAL PLAZA, Newark, New Jersey 07101 (hereinafter referred to as "Prudential") and RTC JOINT VENTURE, a Michigan partnership having an office at 3000 Town Center, Suite 970, Southfield, MI 48075 (hereinafter referred to as "RTC").

#

WITNESSETH:

(2)

WHEREAS, Prudential, as of this date, is the owner of a certain parcel of property located in the City of Southfield, Oakland County, Michigan, as more particularly described in Exhibit A attached hereto, presently consisting of approximately 58.72 acres but subject to reduction as provided in Paragraph 18 hereof (hereinafter referred to as a "Parcel" or the "Prudential Parcel"); and

WHEREAS, RTC, as of this date, is the owner of a certain parcel of property in the City of Southfield, Oakland County, Michigan, as more particularly described in Exhibit B attached hereto consisting of approximately 3.58 acres (hereinafter referred to as a "Parcel" or the "RTC Parcel" and collectively, together with the Prudential Parcel, referred to as the "Parcels") on which it shall construct a first class hotel (the "Hotel") containing approximately 386 rooms, all as described in Section 3.1 of that certain Management Agreement of even date herewith between RTC and Radisson Hotel Corporation (the "Management Agreement"); and

WHEREAS, the parties hereto desire to impose and establish easements of common use for parking areas, access, ingress and egress on, across and to the Parcels, which shall run with the land and burden or benefit, as the case may be, the owners of the Parcels and their respective successors and assigns.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained and to be observed and performed by each of the parties hereto, and other good and valuable consideration, easements and restrictions are hereby granted, established, imposed and declared upon the Prudential Parcel and the RTC Parcel, in accordance with this Agreement as follows:

RECORDED RIGHT OF WAY NO.

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1. The parties hereto hereby mutually grant to one another and their successors and assigns, a nonexclusive easement on, over, across and through those roadways, walkways, corridors, stairways, arcades, parking facilities and any other areas presently intended to be located on the Prudential Parcel and the RTC Parcel and depicted on the drawing attached as Exhibit C hereto, for the purpose of providing adequate and nonobstructed pedestrian and vehicular traffic so as to permit the employees, agents, tenants, licensees, guests and invitees of the parties hereto to use same in common for parking, access, ingress and egress to, from and between each of said Parcels and Evergreen Road and Northwestern Highway (such areas herein referred to as "Common Areas"). In addition, the parties hereto hereby mutually grant to one another and their successors and assigns, a non-exclusive easement on, over and across roadways located on the Parcels for the purpose of providing reasonably direct access to and ingress and egress from Evergreen Road and Northwestern Highway.

2. Except as otherwise provided in Paragraph 4(b) hereof, each of the parties hereto shall, at its own cost and expense, keep and maintain, or cause to be maintained, the Common Areas located on its Parcel and all improvements lying thereon in a good and safe state of repair and in a clean and orderly condition.

3. Upon the issuance by the City of Southfield of a Certificate of Occupancy permitting the Hotel to be open to the public for business (whether temporary or permanent, conditional or unconditional), Prudential shall provide and make available surface parking for approximately 200 cars for the exclusive use of RTC, its employees, guests, licensees and invitees, and RTC and Prudential, respectively, shall provide and make available surface parking for approximately 72 cars on the RTC Parcel and 300 cars on the Prudential Parcel for use in common, on a first come first served basis, by RTC, Prudential and their respective employees, guests, tenants, licensees and invitees. RTC and Prudential shall each have the sole right to determine the location of such parking spaces on its respective Parcel; provided, however, that RTC shall provide, as part of its 72 space allotment, handicapped parking spaces in such number and location as shall be required by the City of Southfield or other competent governmental authority and, provided, further, that the 500 spaces to be provided by Prudential shall be located such that the mean and maximum radial distances from such spaces to the nearest edge or corner of the Hotel building shall not exceed 300 feet and 600 feet, respectively.

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4. (a) Prudential reserves the right, at its sole option, to construct or cause to be constructed a parking garage or structure containing at least 500 parking spaces (the "Parking Structure") on the Prudential Parcel in substitution for such surface parking. In the event the Parking Structure is constructed, Prudential, in lieu of its obligations under Paragraph 3 hereof, shall reserve and make available in said parking structure at any given point in time 200 parking spaces for the exclusive use by RTC, its employees, guests, licensees and invitees, and 300 parking spaces for use in common, on a first come first served basis, by RTC, Prudential and their respective employees, guests, tenants, licensees and invitees. The 200 parking spaces reserved for the exclusive use of RTC, its employees, guests, licensees and invitees shall be designated and/or located and access thereto shall be controlled in such manner as Prudential shall reasonably determine from time to time. The mean and maximum radial distances of such 500 parking spaces from the nearest edge or corner of the Hotel building shall not exceed 200 and 400 feet, respectively.

(b) Prudential shall keep and maintain the Parking Structure in a good and safe state of repair and in a clean and orderly condition. RTC shall pay to Prudential its pro rata share of the operating costs properly allocable to the Parking Structure, including (but not by way of limitation) property taxes, insurance, maintenance, repair and payroll related expenses. RTC's pro rata share shall be determined by a fraction the numerator of which is the number of exclusive parking spaces provided to RTC and one-half of the number of non-exclusive parking spaces provided to RTC in accordance with Paragraph 3 or 4(a) hereof, as the case may be, and the denominator of which is the total number of parking spaces in the Parking Structure. RTC shall pay to Prudential its pro rata share of such expenses on a monthly or quarterly basis, within fifteen (15) days after receipt by RTC of a statement from Prudential as to the amount of such expenses.

(c) If construction of the Parking Structure interferes with the use and enjoyment by RTC, its employees, guests, licensees and invitees of any of the surface parking spaces required to be provided pursuant to this Agreement, Prudential shall make available to RTC an equivalent number of spaces in one or more alternate parking lots, the locations of which shall be at Prudential's sole discretion but the nearest respective edges of which shall be within 300 radial feet of the nearest edge or corner of the Hotel building.

(d) Prudential shall have no obligation to commence construction of the Parking Structure at any par-

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ticular time. Once construction of the parking structure has commenced, however, Prudential shall diligently and continuously prosecute such construction to conclusion. Prudential shall have the right to construct or cause to be constructed the Parking Structure in accordance with such plans and specifications as it, in its sole discretion, may deem reasonable and appropriate. RTC's consent to and approval of such plans and specifications shall not be required prior to, during or after said construction; provided, however that all pedestrian walkways connecting the Parking Structure with the Hotel shall be constructed so as to provide reasonably direct ingress and egress.

(e) The costs and expenses of construction of the Parking Structure shall be borne by Prudential, provided, however, that RTC shall contribute \$850,000 toward the cost of such construction. RTC's contribution to the cost of such construction shall be paid in four equal installments of \$212,500, the first three installments being respectively due and payable when 25%, 50% and 75% of the value of the Parking Structure (or, if constructed in phases, when each such percentage of the value of the first phase or phases containing at least 500 spaces) is in place, and the final installment being due and payable at such time as at least 500 spaces in the Parking Structure are fully operational and available for use by RTC, its employees, guests, invitees and licensees, in each case as determined by the project supervising architect retained by Prudential.

5. Any income received by RTC for operating parking facilities located on the Prudential Parcel shall be shared with Prudential. RTC shall pay to Prudential, within thirty (30) days after the end of each calendar quarter, an amount equal to fifty percent (50%) of the net income derived from such facilities. For purpose of this Paragraph 5, "net income" shall mean gross receipts actually collected by RTC from the operation of such parking facilities less administrative fees, salaries and expenses related to such parking facilities, provided, that such expenses shall not include any cost to RTC of maintaining the parking structure as provided in Paragraph 4(b) herein.

6. Each party hereto shall have the right, at any time during regular business hours and upon five (5) days prior written notice, to review and examine the relevant books and records of the other party regarding the expense and income items described in Paragraphs 4(b) and 5 hereof. Both parties shall maintain their relevant books and records in accordance with generally accepted accounting principles consistently applied.

7. Each party shall have the right to locate and/or relocate any roadways, walkways, parking areas or other common facilities now or hereafter installed or erected on

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its Parcel provided, however, that no such modification, addition, relocation or construction shall unreasonably interfere with or diminish access between the Parcels or otherwise impair the practical realization by the other party of the rights conferred upon the other party hereunder.

8. Each party hereto may unilaterally adopt uniform rules and regulations pertaining to the use of all Common Areas situated on its Parcel, provided that such rules and regulations and other matters affecting the users of the Common Areas shall apply equally and without discrimination to all persons entitled to use the Common Areas.

9. Each party hereto reserves the right to construct or erect, or cause to be constructed or erected, kiosks, banking machines and similar structures in the Common Areas, on its Parcel so long as such structures do not obstruct or unreasonably interfere with ingress, egress, access to and use of such Common Areas as herein contemplated.

10. Each party hereto hereby agrees to defend, indemnify and save harmless the owner and mortgagee(s) of the other Parcel against and from all claims from injury or death to person or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by the construction, use, operation and/or maintenance of its respective Parcel and the buildings, structures, parking areas, driveways, sidewalks and landscaped areas located thereon. Each party hereto shall, at all times during the term of this Agreement and at its expense, maintain general public liability insurance against claims for bodily injury, personal injury, death or property damage for accidents occurring on, in or about its Parcel, with coverage of not less than \$1,000,000 single limit. Each party hereto releases the other from liability resulting from any peril to the extent the same shall be effectively covered by hazard insurance, if permitted by both carriers.

11. Each party hereto shall pay all real estate taxes and general assessments which shall create a lien on its Parcel during the period and the same shall be due and payable prior to the date upon which interest and penalty shall occur.

12. (a) In the event any party to this Agreement or any person holding under or through them shall violate any covenant contained herein, which shall be capable of being cured by the payment of money, or which shall be capable of being performed by any other party hereto aggrieved by such violation, or by any holder of a mortgage on either of the Parcels, on behalf of the party causing such violation, then

RECORDED RIGHT OF WAY NO.

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in such event, the aggrieved party or mortgagee, as the case may be, shall give the party causing such violation written notice of such violation and if the party receiving such notice shall fail to cure such violation promptly following receipt of such notice, the aggrieved party or mortgagee shall have the right to make such payment of money on behalf of the party causing such violation, or to cause such obligation to be performed on behalf of the party who shall have failed to perform the same and the amount so paid, or the cost of the aggrieved party or the mortgagee performing such obligation, as the case may be, shall be paid to the aggrieved party or the mortgagee upon receipt by the party who shall have failed to perform such obligation of bills therefor. In the event a party or mortgagee shall, in accordance with this Paragraph, expend funds on behalf of the other party, the party or mortgagee expending such funds shall have a lien on the Parcel of land owned by the party so in default to secure payment to the person expending such funds of the complete costs and expenses incurred by such person (including reasonable attorneys fees) in connection with curing the default of the party who shall have violated its obligations hereunder and interest thereon, accrued from the date of expenditure to the date of repayment at the rate of 15% per annum or, if less, then at the highest rate permitted by law, which lien shall be deemed perfected upon the expenditure of any such funds by the person curing such default. Such lien shall be foreclosed by the person who shall have incurred such expense in the manner provided for the judicial foreclosure of mortgages. The rights granted under this Paragraph shall not be the exclusive remedy of the aggrieved party, but shall be an addition to all rights and remedies in law or in equity. Any lien created by and resulting from this Agreement shall be, and is hereby subordinate and inferior to the lien of any mortgage now existing or hereinafter placed upon all or any part of the Prudential Parcel or the RTC Parcel, provided, however, the easements, restrictions and covenants contained herein shall not be deemed to be liens for the purposes of this Paragraph.

(b) In the event any violation of any of the easements, restrictions, or covenants herein contained shall not be capable of being cured by the payment of money or by causing such obligation to be performed on behalf of and at the expense of the party so in default, then in such event, any other party hereto aggrieved by such violation may institute appropriate proceedings to have the continuance of such violation enjoined and shall have the right to take any other action to it in law and equity to be compensated for damages resulting from such violation. As a condition precedent to the institution of such action, the party aggrieved by such violation shall give the party causing

RECORDED RIGHT OF WAY NO.

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such violation, and the holder of any mortgage on the Parcel owned by the party causing such violation, written notice that the party causing such violation shall have ten (10) days to cure such violation. In the event the party causing such violation shall not cure or attempt to cure such violation, said mortgagee shall have the right to cure, or cause to be cured, such violation. In the event that such violation cannot be reasonably cured by the party causing the same or said mortgagee within such ten (10) days, then the party causing such violation, or the mortgagee, as the case may be, shall have such additional period of time as may be reasonably necessary to cure the same, provided, such party or mortgagee shall commence to cure such violation within the aforesaid ten (10) day period.

13. Each party hereto shall have the right to encumber its respective Parcel by mortgage and assign its interest in this Agreement as collateral security therefor. Any and all mortgages shall be subject and subordinate in all respects to the provisions of this Agreement.

14. At the request of either party made not more often than twice in any twelve month period the other party may execute and deliver, within thirty (30) days, an estoppel certificate stating that to the best of the signatory's belief (i) this Agreement is in full force and effect, (ii) there is no default under this Agreement, or if there are any defaults, the extent and nature thereof, (iii) this Agreement has not been modified or amended in any way, or if it has been modified or amended, the date of any such modifications or amendments, and (iv) such other information as such requesting party may request. The estoppel certificate may be relied upon by the party to whom it is addressed.

15. Prudential reserves the right to grant to present and future tenants, occupants, customers, guests and employees the right to use common areas, walkways, roadways, parking facilities and easements, on an exclusive or non-exclusive basis at its election, so long as the same shall not adversely affect the practical realization of the rights conferred upon RTC hereunder.

16. Whenever notice is required to be given hereunder by one party to the other party, such notice shall be sufficient if the same is in writing and shall be mailed by certified mail, return receipt requested, postage pre-paid, to the party entitled to notification at its address set forth on Page 1 hereof or at such other address as shall be established by such party for notice purposes from time to time by means of written notice given in the manner contemplated by this Paragraph.

RECORDED RIGHT OF WAY NO.

36957

17. In the event any of the easements, restrictions or covenants contained herein shall be deemed invalid by judgment, court order or otherwise, such invalidity shall in no way affect any of the other easements, restrictions or covenants contained herein, and such easements, restrictions or covenants shall remain in full force and effect. If any such invalid provision can be modified by court order to give effect to the intent of the parties, then it shall be modified and enforced in such manner.

18. All easements and covenants contained in this Agreement are imposed upon the Prudential Parcel and the RTC Parcel whether specifically stated to be imposed thereon, and each shall run with and against the relevant Parcel shall be a charge and a burden thereon and shall be binding upon the owner thereof, and its successors in interest and shall inure to benefit of the other Parcel and the owner thereof, its successors and assigns, including the holder of any first mortgage upon the Parcel benefitted thereby; provided, however, that Prudential may from time to time convey portions of the Prudential Parcel to third parties, in which event only those portions which are contiguous to and abut against the RTC Parcel shall remain part of the Prudential Parcel and the noncontiguous portions shall thereafter not have the benefit or burden of this Agreement. None of the easements or other rights conferred hereunder shall be construed as a dedication for public use nor shall they benefit any person not expressly provided for hereinabove.

19. This Agreement may be modified, amended or terminated only by consent of all of the then owners of the Prudential Parcel and the RTC Parcel. No other persons, such as tenants or occupants of said Parcels, shall have any rights whatsoever to join in, prevent or otherwise affect or limit any such modification amendment or termination.

20. This Agreement and the obligations hereunder shall be binding and continue from the date hereof until the expiration of a period of fifty (50) years from the date hereof, and thereafter shall automatically continue for periods of five (5) years each unless any one of the parties hereto gives to the other party hereto written notice of the cancellation of the Agreement at any time on or before the last day preceding the last two (2) years of the initial term or any automatic extension thereof, as herein provided; provided, however, that if the Hotel shall not be fully functional and open for business prior to the fifth anniversary of the date hereof, then Prudential may cause to be recorded in the real estate record of Oakland County an affidavit attesting to such fact and, effective upon such

RECORDED RIGHT OF WAY NO.

36958

recording, this Agreement and all easements and rights conferred hereunder shall terminate and thereafter be void and of no effect.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this day and year first above written.

WITNESSES: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation.

Prudential Insurance Co. of America
By: Robert W. Priddy
Its: VICE PRESIDENT
JEFFREY L. HOWARD

RTC JOINT VENTURE,
a Michigan Partnership

By: The Prudential Insurance Company
of America, a New Jersey corporation

Prudential Insurance Co. of America
By: Robert W. Priddy
Its: VICE PRESIDENT
JEFFREY L. HOWARD

And By: Radisson Group, Inc.
a Minnesota Corporation

Radisson Group, Inc.
By: Dr. A. R.
Its: VICE PRESIDENT
JEFFREY L. HOWARD

RECORDED RIGHT OF WAY NO. 369152

19471

STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

The foregoing was acknowledged before me, this 23
day of may, 1986, by Robert W. Reisdorf,
the Vice-President, of The Prudential Insurance Company of
America, a New Jersey corporation, on behalf of said corporation, both as
a party and as a partner of RTC Joint Venture, a Michigan partnership.

Ellen B. Epstein
New York County, New York
My Commission Expires: 3/30/88

ELLEN B. EPSTEIN
Notary Public, State of New York
No. 48198-D
Qualified in New York County
Commission Expires March 30, 1988

MAY 29 14:48

STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

The foregoing was acknowledged me this 23 day of may,
1986, by Dean A. Risen - the Vice President
of Radisson Group, Inc. a Minnesota corporation, on behalf of said corporation,
as a partner of RTC Joint Venture, a Michigan partnership.

Ellen B. Epstein
NEW YORK ~~Minnesota~~ County, ~~Minnesota~~ New York
My Commission Expires: 3/30/88

ELLEN B. EPSTEIN
Notary Public, State of New York
No. 48198-D
Qualified in New York County
Commission Expires March 30, 1988

The Foregoing Instrument Was
Drafted By and When Recorded
Return To:

James N. Chandler, Jr.
Dickerson, Wright, Moon,
Vanden Dusen & Freeman
800 First National Building
Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 36957

19871

Land situated in the City of Southfield, County of Oakland, State of Michigan, described as:

A parcel of land located in the S.E. 1/4 of Section 22, T.1N., R.10E., City of Southfield, Oakland County, Michigan is described as commencing at the East 1/4 corner of said Section 22; thence along the East section line (being coincident with the centerline of Evergreen Road, 120 feet wide) due South 390.72 feet; thence due West 60.00 feet to the point of beginning; thence along the West right-of-way line of Evergreen Road (120 feet wide) due South 1758.39 feet; thence due West 429.63 feet; thence South 46° 16' 59" West 181.10 feet; thence along the Northeasterly right-of-way line of the Lodge Freeway Service Drive, North 43° 43' 01" West 711.88 feet; thence North 46° 16' 59" East 310.00 feet; thence North 43° 43' 01" West 457.63 feet; South 46° 16' 59" West 53.19 feet; thence South 89° 58' 22" West 106.00 feet; thence South 0° 01' 38" East 15.00 feet; thence South 46° 16' 59" West 169.80 feet; thence along the Northeasterly right-of-way line of the Lodge Freeway Service Drive, North 43° 43' 01" West 799.70 feet; thence North 63° 56' 13" East 574.91 feet; thence North 31° 05' 16" West 471.48 feet; thence along the Southerly right-of-way line of Civic Center Drive (86 feet wide) North 86° 31' 09" East 979.73 feet; thence due South 300.59 feet; thence due East 713.68 feet to the point of beginning. Containing 58.7207 acres.

RECORDED RIGHT OF WAY NO. 36958

* 24-22-426-015
015
~~014~~

EXHIBIT A

19471

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Land situated in the City of Southfield, County of Oakland, State of Michigan, described as:

A parcel of land located in the S.E. 1/4 of Section 22, T.1N., R.10E., City of Southfield, Oakland County, Michigan, is described as follows: Commencing at the East 1/4 corner of said Section 22, thence along the East section line of Section 22 (being coincident with the centerline of Evergreen Road, 120 feet wide) due South 1214.80 feet; thence due West 1204.78 feet to the point of beginning; thence South 43° 43' 01" East 457.63 feet; thence South 46° 16' 59" West 310.00 feet; thence along the Northeasterly right-of-way line of the Lodge Freeway Service Drive, North 43° 43' 01" West 520.00 feet; thence North 46° 16' 59" East 169.80 feet; thence North 0° 01' 38" West 15.00 feet; thence North 89° 58' 22" East 106.00 feet; thence North 46° 16' 59" East 53.19 feet to the point of beginning. Containing 3.5804 acres and subject to all easements of record.

24-22-426-014

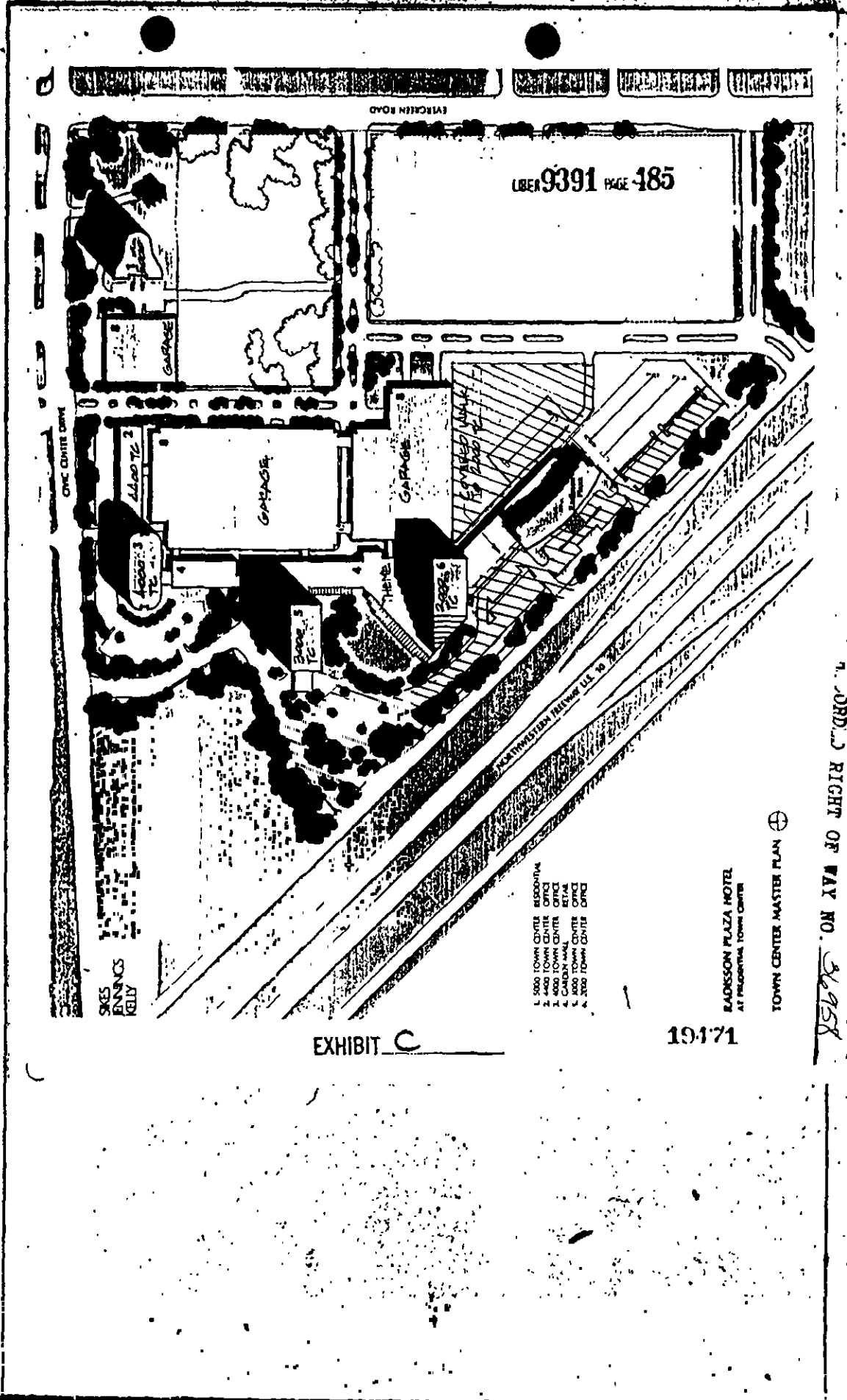
RECORDED RIGHT OF WAY NO.

369158

EXHIBIT B

19471

12/12
K
KCC



LIBER 9391 PAGE 485

- 1. 5000 TOWN CENTER RESIDENCE
- 2. 4000 TOWN CENTER OFFICE
- 3. 6000 TOWN CENTER OFFICE
- 4. GARDEN MALL RETAIL
- 5. 3000 TOWN CENTER OFFICE
- 6. 2000 TOWN CENTER OFFICE

RADISSON PLAZA HOTEL
At Radisson, Town Center

TOWN CENTER MASTER PLAN

EXHIBIT C

19471

7. ORD. RIGHT OF WAY NO. 26958

1) Lawyers Title Insurance Corporation

LINE 9391 PAGE 471

86 71559

COVENANT
MICHIGAN DEED CORPORATION - Statutory Form
C.L. 1948, 463.152 M.S.A. 26.572

Form 564 9-71

KNOW ALL MEN BY THESE PRESENTS: That The Prudential Insurance Company of America, a New Jersey corporation whose address is 3000 Town Center, Suite 920, Southfield, MI 48075

10/22

Doan hereby grant, bargain and convey to RTC Joint Venture, a Michigan co-partnership

whose address is 3000 Town Center, Suite 920, Southfield, MI 48075

the following described premises situated in the City of Southfield County of Oakland and State of Michigan, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

#

TO HAVE AND TO HOLD, the premises described on Exhibit A attached hereto and made a part hereof with appurtenances, unto the Grantee; and the Grantors do covenant and agree with the Grantee, that the Grantors have not heretofore done, committed or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted is or shall be charged or encumbered in the title, estate, or otherwise, howsoever.

①

for the full consideration of Ten (\$10.00) Dollars and other valuable consideration

Dated this 20th day of May 19 86

86 MAY 20 14:48

Witnesses:

Signed and Sealed:

Angela M. Krumm
Deanna L. Churchill
ANGELA M. KRUMM
DEANNA L. CHURCHILL

PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation (L.S.)

By *Robert W. Reisdorf*
ROBERT W. REISDORF

Its Vice President

RECORDED RIGHT OF WAY NO. 36958

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing Instrument was acknowledged before me this 20th day of May 19 86

- (1) by Robert W. Reisdorf
- (2) Vice President
- (3) of Prudential Insurance Company of America
- (4) a New Jersey

My commission expires

12-10-88

Angela M. Krumm
Notary Public, Oakland County, Michigan

Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of incorporation

Instrument Drafted by Stuart Garson, Esq.

Business Address 3000 Town Center, Suite 2050 Southfield, MI 48075

Recording Fee 7.00
transfer stamps to be affixed to State Transfer Tax reverse side hereof

When recorded return to Stuart Garson, Esq. 3000 Town Center, Suite 2050 Southfield, Michigan 48075

Send subsequent tax bills to Grantee

Tax Parcel # 24-2-426-014

19471

Orbe

Land situated in the City of Southfield, County of Oakland, State of Michigan, described as:

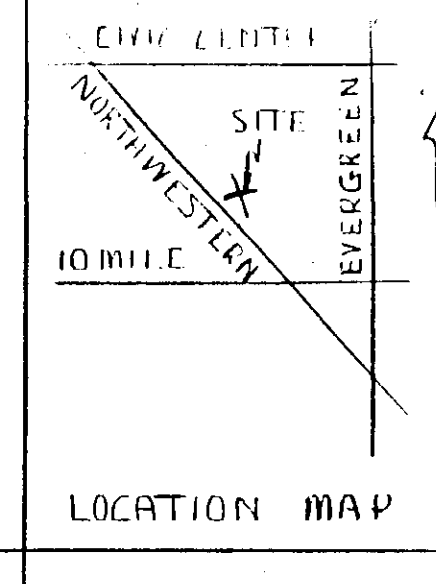
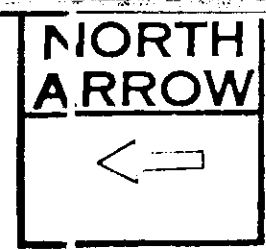
A parcel of land located in the S.E. 1/4 of Section 22, T.1N., R.10E., City of Southfield, Oakland County, Michigan, is described as follows: Commencing at the East 1/4 corner of said Section 22, thence along the East section line of Section 22 (being coincident with the centerline of Evergreen Road, 120 feet wide) due South 1214.80 feet; thence due West 1204.78 feet to the point of beginning; thence South 43° 43' 01" East 457.63 feet; thence South 46° 16' 59" West 310.00 feet; thence along the Northeastly right-of-way line of the Lodge Freeway Service Drive, North 43° 43' 01" West 520.00 feet; thence North 46° 16' 59" East 169.80 feet; thence North 0° 01' 38" West 15.00 feet; thence North 89° 58' 22" East 106.00 feet; thence North 46° 16' 59" East 53.19 feet to the point of beginning. Containing 3.5804 acres and subject to all easements of record.

24-22-426-014

RECORDED RIGHT OF WAY NO.

36958

WEST 1/4 COR
SEC 22
TIN-RIOE
SOUTHFIELD



EVERGREEN ROAD

RECORDED RIGHT OF WAY 36958
CIVIC CENTER DR. (10 1/2 MILE)

SOUTH 390.72'
S.W. 1/4 SEC 23
S.E. 1/4 SEC 22
SOUTH 1758.38'

60.00' WEST
EAST 713.65'
POINT OF BEGINNING

PRUDENTIAL TOWN CENTER

PROPOSED 5' X 1117.71' D.E.CO. EASEMENT

PROPOSED 5' X 828.87' D.E.CO. EASEMENT

RADISON HOTEL TOWN CENTER

2000 TOWN CENTER

NORTHWESTERN HWY.

SOUTH 300.59'

NE 1/4 SEC 22
SE 1/4 SEC 22
N 86° 31' 09" E

FUT. 1000 TOWN CENTER
S 46° 16' 59" W 181.14'
WEST 429.63'

N 31° 05' 16" W 471.48'

N 63° 56' 13" E 575.00'

S 46° 16' 59" W 60.00'

N 43° 43' 01" W 85.0'

N 46° 16' 59" E 60.00'

N 43° 43' 01" W 1117.71'

N 43° 43' 01" W 828.87'

RUMBLE DRAIN

FOR R/W USE ONLY

ANGOLA SUB.

JOB # 87-007
OFW 7G10B8/H04

NOTE REVISIONS: RETURN TO UNDERGROUND LINES DEPT. ALL PRINTS MADE PREVIOUS TO LAST REVISION		REFERENCE	
A			
		USE DIMENSION	

DRAWN	CRYSLER	10-14-86
OK	RAG	10-15-86
APPROVED		

N SIDE NORTHWESTERN, WEST OF EVERGREEN PROPOSED 5' WD EASEMENT
CITY OF SOUTHFIELD OAKLAND CO

THE DETROIT EDISON COMPANY
TRANSMISSION AND DISTRIBUTION DEPT. DETROIT, MICH.

SCALE	NO	PRINTED

01-2-3405