

1-8/13

LIBER 4390 PAGE 575

Date February 14, 1962

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, we hereby grant to THE DETROIT EDISON COMPANY its successors and assigns, the right to construct, reconstruct, operate and maintain its overhead and underground lines for the transmission and distribution of electricity and Company communication facilities, including the necessary towers, poles, H-frames, conduits, cables, manholes, fixtures, wires and equipment, upon, over, along and under a strip of land 90 feet in width and being a part of lands situated in Novi Township, County of Oakland, State of Michigan, and described as follows:

Part of the S. 1/2 of the N.E. 1/4 of Section 13, Town 1 North, Range 8 East, described as follows: Beginning at the N.E. corner of the S. 1/2 of the N.E. 1/4 of Section 13, thence S. along the E. line of said Section, 34 rods, thence W'ly parallel with the N. line of said S. 1/2 of the N.E. 1/4 94 rods and 2 feet, thence N'ly parallel with the E. line of said Section 34 rods, thence E'ly along said N. line of said S. 1/2 of the N.E. 1/4 94 rods and 2 feet to the place of beginning, containing 20 acres of land, more or less. Except Right of Way to Buckeye Pipe Line Company recorded Oct. 14, 1958 in Liber 3884, Page 372, Oakland County Records.

The exact location and description of said easement shall be determined to be 45 feet on each side of a center line to be established by a survey of said land to be made by the grantee on or before the 14th day of May, 1962. The location and route of the lines, conduits and related facilities as herein stated shall be within the width of the easement as finally determined. A description of said center line, as established by the survey, shall be recorded in the office of the Register of Deeds and thereafter, except for the right of ingress and egress and the right granted under Paragraph 3, the rights hereby granted shall apply only to that portion of the land herein described over which the easement as finally determined extends. The right to enter upon said lands for the purpose of making such survey is hereby granted.

1. It is further understood and agreed that the Company, its successors and assigns, shall also have the right to clear and keep clear of trees the land within said easement, and no buildings or structures shall be erected on or placed within the easement without the written consent of the Company, its successors and assigns.
2. The Company, and its successors and assigns, shall have the right of ingress and egress to and from said easement over our lands adjoining said easement for the purpose of exercising the right hereby granted.
3. The Company shall have the further right to keep the land thirty feet on each side of the easement as finally determined clear of those trees which in its judgment are or may become hazardous to the operation of the line constructed in the easement.
4. The Company, or its successors and assigns, shall reimburse the undersigned, or our successors and assigns, for all damage to growing crops, buildings or fences caused by its men, trucks and other vehicle and equipment in entering said property for the purposes herein set forth.

Witness:

Leslie G. Sundstrom
Barbara M. Warren

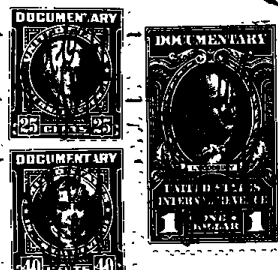
(Signed) Beatrice L. Seece
Leonard J. Seece, also known as Leonard Seece

1963 JAN 17 PM 4 AG
RECORDED MICHIGAN
OAKLAND COUNTY RECORDS
REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO 222697

(Accepted) THE DETROIT EDISON COMPANY
By Richard H. Taylor, Director
REAL ESTATE AND RIGHTS OF WAY DEPARTMENT
STATE OF MICHIGAN } SS
County of OAKLAND

RETURN TO
RICHARD H. TAYLOR
The Detroit Edison Company
2200 SECOND AVENUE
DETROIT 26, MICHIGAN



On this 14th day of February, A.D. 1962, before me, the undersigned, a notary public in and for said county, personally appeared Leonard J. Seece, also known as Leonard Seece, his wife known to me to be the person who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

Leslie G. Sundstrom
Notary Public, Wayne County, Michigan

My commission expires MAY 15, 1965

Rev. 1-65 Sec. 13; NE 1/4, S 1/2 of 20A

1,500 over

AFFIDAVIT

STATE OF MICHIGAN }
COUNTY OF Wayne } SS.

George R. Keast of 2000 Second Avenue

Detroit, Michigan, being duly sworn deposes and says:

THAT, he is a surveyor duly registered under the laws of the State of Michigan.

THAT Beatrice L. Seece and Leonard J. Seece granted an easement to The Detroit Edison Company dated the 14th day of February, 19 62. Said easement is recorded in the office of the Register of Deeds of Oakland County, Michigan on the 17th day of January, 19 63 in Liber 4390, page 575.

Deponent further states that on behalf of The Detroit Edison Company, the center line of said easement, as in said grant provided, was surveyed and established on the 5th day of April, 1962. The center line of said easement, as established and surveyed, is as follows:

A straight line running in a Northerly and Southerly direction across the West 1/2 of the Northeast 1/4 of Section 13, Town 1 North, Range 8 East, from a point on the North line of Section 13 (12 Mile Road) 1416.0 feet Westerly of the Northeast corner of Section 13, to a point on the East and West 1/4 line of Section 13, 1417.5 feet Westerly of the East 1/4 corner of said Section 13, Novi Township, Oakland County

Further Deponent sayeth not.

George R. Keast (L.S.)
George R. Keast Registered Surveyor

Subscribed and sworn to before me this 7th

day of February, A.D. 19 63

Benjamin M. Rayburn
Benjamin M. Rayburn

Notary Public, Wayne County, Michigan

My commission expires: August 19th 1963

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
1963 FEB 8 PM 2 11

RECORDED RIGHT OF WAY NO. 2226007

RETURN TO
MRS. J. E. TAYLOR
111
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

150

CONSENT TO EASEMENTS

WHEREAS, the undersigned **Detroit Edison**, whose address is **56500 Grand River Ave., New Hudson, MI 48165**, is the grantee and beneficiary of certain easements over the following described property:

Part of the S 1/2 of the NE 1/4 of Section 13, T1N, R8E, described as follows: Beginning at the NE 1/4 of the S 1/2 of the NE 1/4 of Section 13, th S along the E line of said Section, 34 rods, th W'ly parrallel with the N line of said S 1/2 of the NE 1/4 94 rods and 2', th N'ly parallel with the E line of said Section 34 rods, th E'ly along said N line of said S 1/2 of the NE 1/4 94 rods and 2' to the place of beginning, containing 20 acres of land, more or less.

Consisting, more particularly of the following easements for operation of underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories:

(Easement Description Exhibit "B")

WHEREAS, the owner of the subject property, **Novi Research Park II**, has constructed permanent water main and sanitary sewer facilities, improvements and appurtenances, under the property described above, which facilities, improvements and appurtenances, in part, cross the easements areas described in the attached Exhibit "B".

WHEREAS, the owner of the subject property is in the process of dedicating the abovementioned water main and sanitary sewer facilities, improvements and appurtenances to the City of Novi including dedication of a permanent easements over said property for operation, maintenance, repair and replacement of the said water main and sanitary sewer facilities, a copy of which easements are attached hereto as Exhibit "C".

WHEREAS, the owner of the subject property has also executed a bill of sale dedicating and conveying the water main and sanitary sewer utility improvements and facilities located on the subject property to the City of Novi.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby consent to the permanent placement, operation, maintenance, repair and replacement of said water main and sanitary sewer utility facilities through the easement property, intending that the rights of the undersigned in it easements shall continue with the same force and effort but relinquishing exclusive control over the easement area in respect to the placement of permanent structures therein.

IN WITNESS WHEREOF, the undersigned has executed this Subordination Agreement this 1 day of APRIL, 2002.

Witnesses (2): (Type or print name below signature)

Signed by: (Type or print name below signature)

(1) Della Gail Rupkey
DELLA GAIL RUPKEY

Dennis L. Brewer

Dennis L. Brewer
Supervisor - Planning

(2) John Sodomczenski
JOHN SLOM CZENSKI

APPROVED AS TO FORM 3/27/02 DATE:
LEGAL DEPARTMENT SPAA

The foregoing instrument was acknowledged this 1 day of APRIL, AD, 2002, before me a Notary Public acting in Oakland County, Michigan, known to be the person described in and who executed the foregoing instrument and respectively acknowledged that he/she executed the same for and on behalf of said corporation.

Della Gail Rupkey
Della Gail Rupkey / Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 12-27-2005

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
P. O. Box 3040
Farmington Hills, Michigan 48333-3040

Return to:
Gary B. Bowman
JCK & Associates, Inc.
P. O. Box 759
Novi, MI 48375

EXHIBIT B

May 0¹, 1999

Job No. 98-005
Novi Research Park

LEGAL DESCRIPTION - 20 FOOT WIDE EASEMENT FOR WATER MAIN

A 20 foot wide easement for water main being a part of the Northeast 1/4 of section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the East 1/4 Corner of said Section 13; thence North 01°48'36" West, 773.94 feet, along the East line of said Section 13, and the centerline of Haggerty Road; thence South 87°30'43" West, 52.50 feet, along the Southerly boundary of the Subject Property, to the point of beginning; thence North 01°48'36" West, 22.49 feet, to point "A"; thence North 01°48'36" West, 5.73 feet; thence South 88°11'24" West, 68.71 feet; thence North 47°08'56" West, 49.71 feet; thence North 02°29'17" West, 16.12 feet, to point "B"; thence South 87°30'43" West, 41.00 feet; thence South 42°30'43" West, 15.72 feet; thence South 87°30'43" West, 115.45 feet, to point "C"; thence South 87°30'43" West, 317.43 feet, to point "D"; thence South 87°30'43" West, 294.86 feet, to point "E"; thence South 87°30'43" West, 168.14 feet; thence North 47°29'17" West, 14.14 feet; thence North 02°29'17" West, 193.07 feet, to point "F"; thence North 02°29'17" West, 216.32 feet; thence North 42°51'04" East, 8.77 feet; thence North 87°30'43" East, 171.90 feet, to point "G"; thence North 87°30'43" East, 294.96 feet, to point "H"; thence North 87°30'43" East, 7.69 feet, to point "I"; thence North 87°30'43" East, 24.22 feet, to point "J"; thence North 87°30'43" East, 285.02 feet, to point "K"; thence North 87°30'43" East, 110.00 feet; thence South 47°29'17" East, 24.01 feet; thence North 87°30'43" East, 41.00 feet, to point "L"; thence South 02°29'17" East, 192.06 feet, to point "M"; thence South 02°29'17" East, 205.40 feet, to point "B", and the point of ending. And also, commencing at said point "A" for a point of beginning; thence North 88°11'24" East, 23.91 feet, to the point of ending. And also, commencing at said point "C" for a point of beginning; thence South 02°29'17" East, 47.88 feet, to the point of ending; And also, commencing at said point "D" for a point of beginning; thence North 02°29'17" West, 14.58 feet, to the point of ending; And also, commencing at said point "E" for a point of beginning; thence South 02°29'17" East, 47.88 feet, to the point of ending. And also, commencing at said point "F" for a point of beginning; thence South 87°30'43" West, 28.00 feet, to the point of ending. And also, commencing at said point "G" for a point of beginning; thence North 02°29'17" West, 44.52 feet, to the point of ending. And also, commencing at said point "H" for a point of beginning; thence South 01°48'36" East, 17.98 feet, to the point of ending. And also, commencing at said point "I" for a point of beginning; thence North 02°29'17" West, 66.02 feet, to the point of ending. And also, commencing at said point "J" for a point of beginning; thence South 02°29'17" East, 155.47 feet, to point "N"; thence South 02°29'17" East, 20.00 feet, to point "O"; thence South 87°30'43" West, 79.82 feet, to point "P"; thence South 87°30'43" West, 66.68 feet, to the point of ending. And also, commencing at said point "K" for a point of beginning; thence North 01°48'36" West, 44.53 feet, to the point of ending. And also, commencing at said point "L" for a point of beginning; thence North 02°29'17" West, 12.59 feet; thence North 42°30'43" East, 64.22 feet; thence North 87°30'43" East, 79.25 feet; thence North 01°19'48" West, 25.01 feet, to the point of ending at the Northerly line of the subject property. And also, commencing at said point "M" for a point of beginning; thence North 87°30'43" East, 20.00 feet, to the point of ending. And also, commencing at said point "N" for a point of beginning; thence North 87°30'43" East, 31.00 feet, to the point of ending. And also, commencing at said point "O" for a point of beginning; thence North 87°30'43" East, 82.50 feet, to the point of ending. And also, commencing at said point "P" for a point of beginning; thence South 02°29'17" East, 102.00 feet; thence South 87°30'43" West, 13.38 feet, to the point of ending.

EXHIBIT B

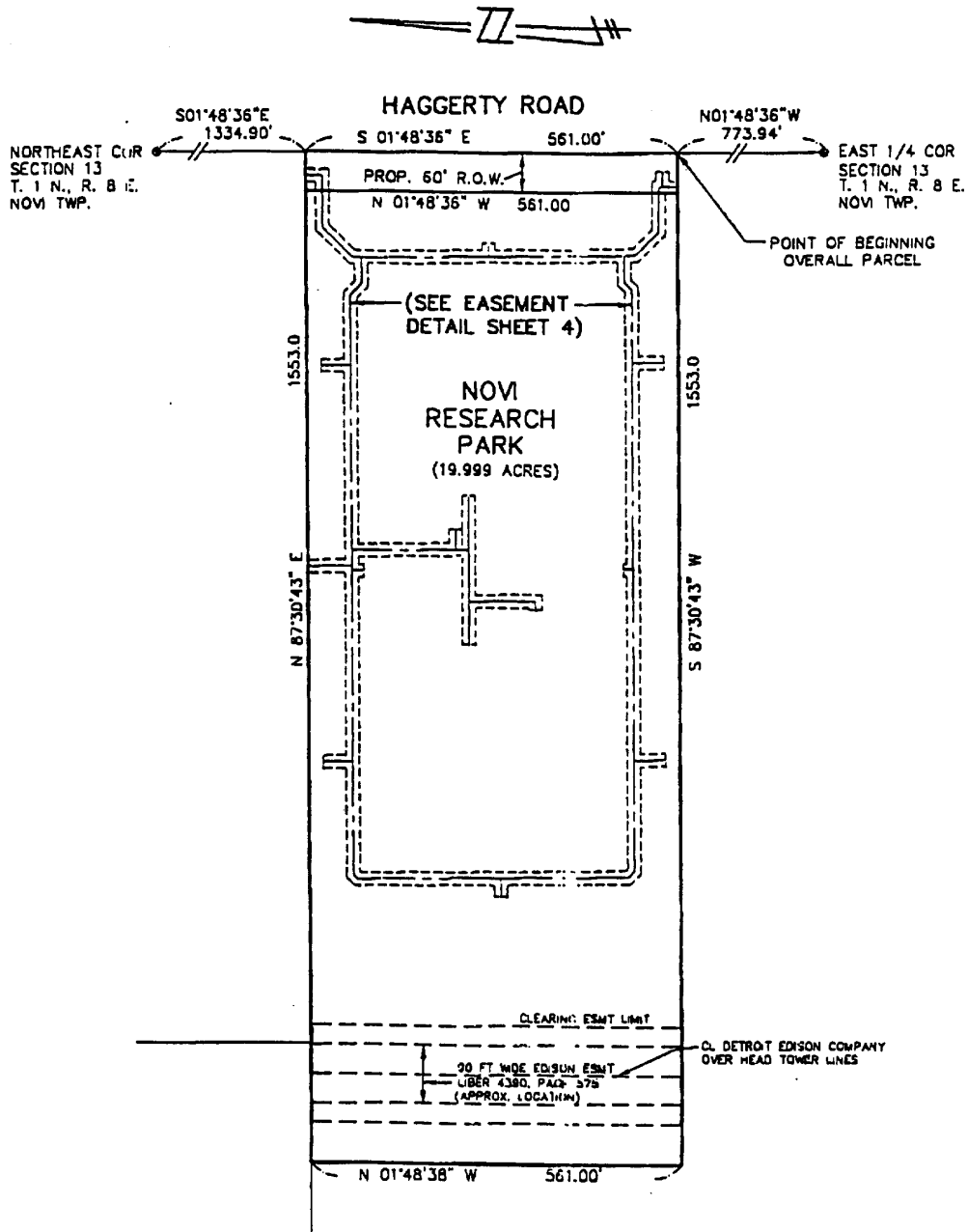
February 19, 1999

Job No. 98-005
Novi Research Park

LEGAL DESCRIPTION - 20 FOOT WIDE EASEMENT FOR SANITARY SEWER

A 20 foot wide easement for sanitary sewer being a part of the Northeast 1/4 of section 13, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the East 1/4 Corner of said Section 13; thence North 01°48'36" West, 1334.94 feet, along the East line of said Section 13, and the centerline of Haggerty Road; thence South 87°30'43" West, 1420.09 feet, along the Northerly boundary of the Subject Property, to the point of beginning; thence South 02°29'30" East, 18.99 feet; thence North 87°30'43" East, 185.55 feet; thence South 68°12'29" East, 149.13 feet; thence North 87°30'43" East, 218.28 feet, to point "A"; thence North 87°30'43" East, 221.62 feet; thence South 02°29'17" East, 236.10 feet, to the point of ending. And also, commencing at said point "A" for a point of beginning; thence North 02°29'17" West, 80.31 feet, to the Northerly boundary of the Subject Property, and the point of ending.

EXHIBIT C
OVERALL SUBJECT PARCEL

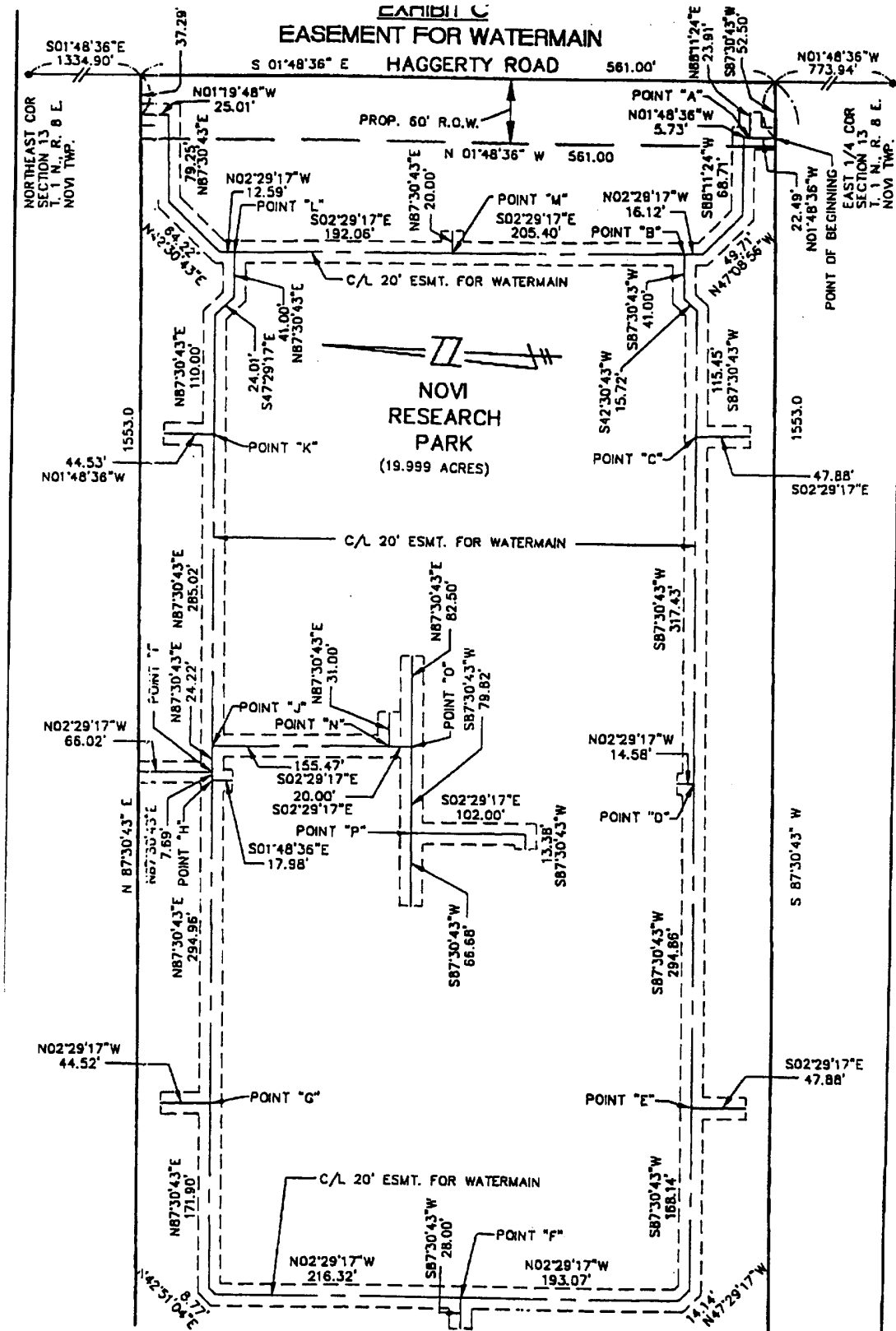


SEIBER, KEAST & ASSOCIATES, INC.
 CO-OPERATING ENGINEERS
 40000 65th St RIVER AVENUE SUITE 110 NOVIA MI 48176-2133
 (734) 473-7880

MILLETICS AND ASSOCIATES
 LAND SURVEYORS

NOV RESEARCH PARK
 SECTION 13, T.1N., R.8E.,
 CITY OF NOV
 OAKI AND COUNTY, MICHIGAN

SCALE: 1" = 200'
 DATE: 5-01-1988
 JOB NO.: 88-005
 Dwg FILE: 88-005E1
 DRAWN BY: KAL
 CHECKED: MAY
 SHEET: 3 OF 4

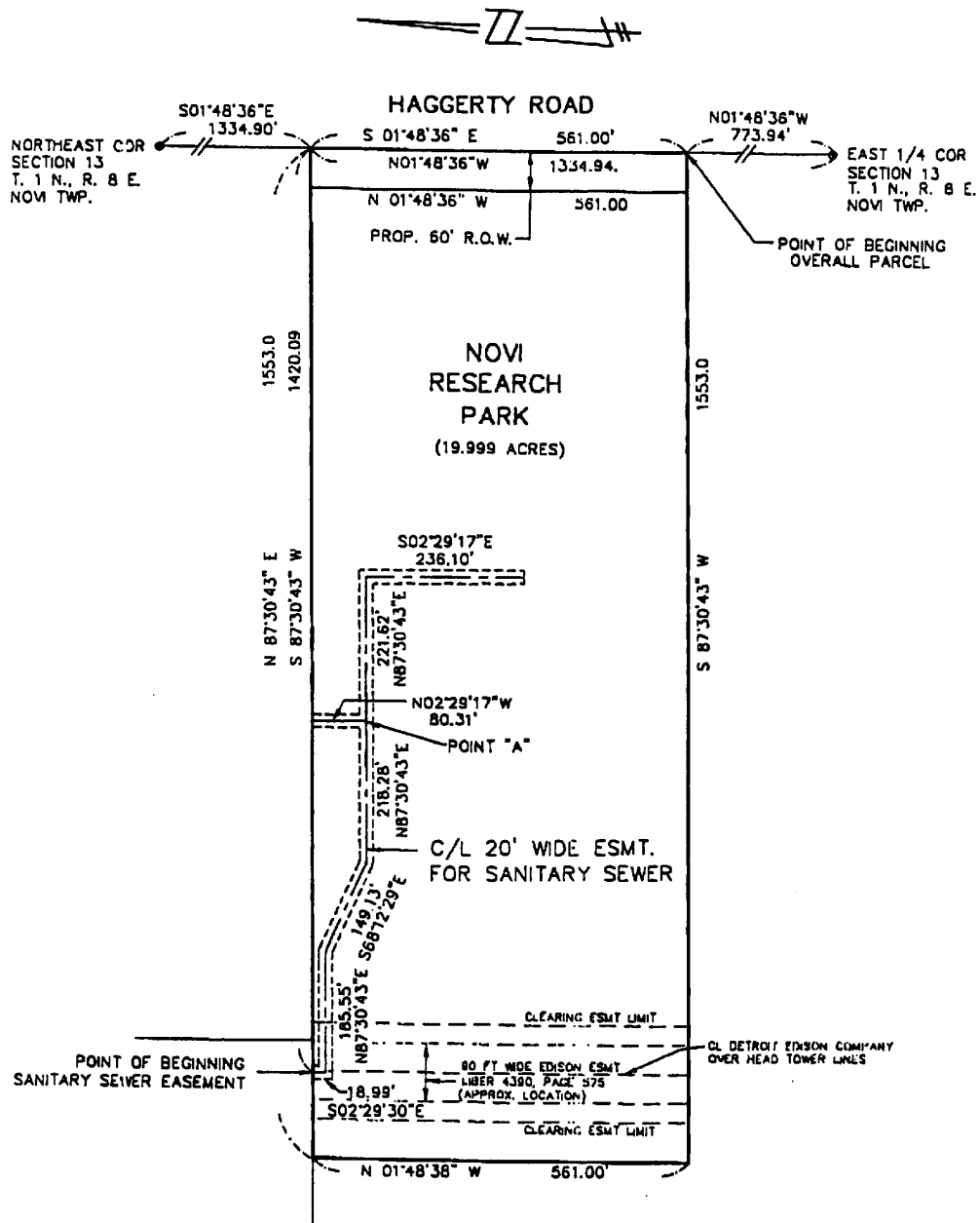


 <p>SEIBER, KEAST & ASSOCIATES, INC. CONSULTING ENGINEERS 40000 GRAND WOOD AVENUE SUITE 110 NOV, MI 48375-2133 (248) 475-7880</p>	 <p>MILLETICS AND ASSOCIATES LAND SURVEYORS</p>
---	---

NOVI RESEARCH PARK
SECTION 13, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	6-01-1999
JOB NO.:	98-005
DWG. PLE.:	98-005E1
DRAWN BY:	KAL
CHECK:	MAY
SHEET:	4 OF 4

EXHIBIT C EASEMENT FOR SANITARY SEWER



SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
40000 GRAND RIVER AVENUE, SUITE 110, NOV. MI 48375-2133
(248) 473-7880

MILLETICS AND ASSOCIATES
LAND SURVEYORS

NOVI RESEARCH PARK
SECTION 13, T.1N., R.8E.,
CITY OF NOV.
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 200'
DATE: 02-18-1999
JOB NO.: 98-005
Dwg File: 98-005E1
DRAWN BY: KAL
CHKD: MAY
SHEET: 3 OF 3