

1-8
15

INDENTURE made the 8th day of April, 19 71, between SHOPPING CENTERS, INC.

part ies of the first part, and THE DETROIT EDISON COMPANY, party of the second part,

WITNESSETH:

WHEREAS, the party of the second part has constructed or is about to construct certain of its lines, towers, poles, fixtures and equipment for the transmission of electricity, located entirely upon lands not subject to this grant but nevertheless adjoining the lands hereinafter described and affected hereby,

NOW THEREFORE:

For and in consideration of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the part ies of the first part grant to the party of the second part, its successors and assigns, a right to enter upon the lands hereinafter described from time to time, and at such time as the party of the second part shall determine, for the sole and only purpose of trimming, or cutting down any trees along said transmission lines which could fall into the said lines or otherwise interfere with their operation and maintenance, now or at any time hereafter during the continued existence of the said lines,

PROVIDED HOWEVER:

The party of the second part is to be responsible for all damage to growing crops, buildings or fences caused by its men, teams, trucks and other vehicles and equipment in entering said lands for the purposes aforesaid; and further provided that nothing contained herein is intended or shall be construed to limit or restrict the part ies of the first part in occupancy or enjoyment of said lands in any way not inconsistent with the provisions of the grant.

This grant shall be binding upon part ies of the first part, its heirs, executors, administrators, successors and assigns.

The lands which are the subject of this grant are located in the City of Novi, County of Oakland, State of Michigan, described as: A strip of land 30 feet in width lying northerly of and adjacent to the following described property: That part of the Northeast 1/4 of Section 15, Town 1 North, Range 8 East, described as: Beginning at an iron in the East and West 1/4 Line of said Section, 1,088.64 feet westerly of the East 1/4 Corner of said Section; thence westerly along said East and West 1/4 Line, 250.46 feet to an iron; thence continuing westerly along said East and West 1/4 Line, said East and West 1/4 Line deflecting to the left 0° 32' 20" from the last described line, 842.27 feet to a point; thence northwesterly along the north-easterly right of way line of Interstate Highway (I-96), said right of way line
(CONTINUED ON REVERSE SIDE)

subject to existing easements and restrictions.

In the Presence of:

Elizabeth S. Tasich (L.S.)
JOHN H. PAUL (L.S.)
Michael F. Kelly, Vice President (L.S.)
Michael F. Kelly (L.S.)

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

On this 8th day of April, A.D. 19 71, before me, the subscriber, a Notary Public in and for said County, personally appeared Michael F. Kelly, Vice President, of SHOPPING CENTERS, INC., known to me to be Vice President of SHOPPING CENTERS, INC. described in and who executed the foregoing instrument and acknowledged the execution thereof to be theirs free act and deed, of said corporation.

John H. Paul, Jr.
Notary Public, Wayne
County, Michigan. (acting in Oakland County)

My Commission expires: March 1, 1975

PREPARED BY: Thomas H. Beagan
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: James C. Wetzel
2000 Second Avenue = Rm. 226
Detroit, Michigan 48226

Re-recorded to correct description.

RECORDED RIGHT OF WAY NO. 247875

RECORDED
INDEXED
NOV 21 1971

3. 20

(CONTINUED FROM REVERSE SIDE)

deflecting to the right 8° 48' 30" from the last described line, 502.25 feet to an iron; thence northerly along the North and South 1/4 Line of said Section, said North and South 1/4 Line making a northeasterly angle of 98° 27' 00" with the last described line, 166.81 feet to an iron; thence southeasterly along a line, making a southeasterly angle of 81° 33' 00" with the last described line, 1,606.96 feet to the point of beginning.

Said strip of land being a part of and lying within the following described parcel of land:

Part of the N.E. 1/4 of Section 15, Town 1 North, Range 8 East, described as follows: Commencing at the S.E. Corner of N.E. 1/4 of Section 15, Town 1 North, Range 8 East, Michigan, running thence N'ly on E. Line of said Section 30 rods; thence W'ly 160 rods; thence S'ly and parallel to said Section line 30 rods to 1/4 line; thence E'ly along 1/4 line to the place of beginning. Excepting that portion thereof which lies S'ly of a line 150 feet N'ly of, measured at right angles, and parallel to the survey line of Highway US-16 relocation, said exception representing 0.45 acres of land, more or less.

DAMASCUS TOWNSHIP
REGISTERED
REGISTER OF DEEDS RECORDS

1971 AUG 3 PM 4 23

[Signature]
WILLIAM D. ALLEN
REGISTER OF DEEDS

NAME	DATE
<i>Ben 400</i>	<i>3-3-71</i>
<i>W. Smith</i>	<i>3-5-71</i>
<i>J.H. Beagan</i>	<i>3-6-71</i>

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

January 25, 1972


MEMORANDUM TO:

MR. HARRIS R. SYMES
Secretary
510 General Offices

Re: Property Purchase - The Detroit Edison Company - Parcel No. 16, Wixom-Sunset Corridor - Being part of the Northeast 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan. Work Order 350 A 447. Survey Sketch No. SMS 1063-12. Tax Code MN253A

Attached for the Records Center are additional papers involved in the purchase described above.

Would you please add these papers to the proper Real Estate File covering the above transaction.


Robert R. Cunningham
Supervisor of Real Estate

THB/mld
Attachments

- cc: Messrs. E. T. Colling
R. Q. Duke
G. R. Keast
B. H. Schneider
J. Siergiej
F. Smith
F. Warmbier
J. S. Wenger
J. C. Wetzal

REFERRED TO
<i>bck</i>
<i>JS</i>

RECORDS CENTER
MAR 2 1972

RECORDED BY
MAY NO. 27875
202

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

December 13, 1971

*Rec'd
12-15-71
pk*

Memorandum to: Mr. R. R. Cunningham
Real Estate and Rights of Way Department
310 G.O.

Subject: Lease Agreement
Shopping Centers, Inc.

We have tried twice to get a copy of the certificate of insurance described in this lease. Copies of our correspondence and the lease are attached. The lease provides that "Should tenant fail to provide for such insurance during the term in which this Lease is in effect, Landlord is authorized to obtain such insurance and the cost thereof shall be an additional rental."

May we have your comments.

R. A. Hundza
R. A. Hundza
Insurance Department

RAH:el

Approved

J. P. Cooper
J. P. Cooper
Insurance Director

ENC

12-13-71

I talked to Mr. Hundza regarding this matter - It was decided not to request a certificate of Insurance at this time but to wait for construction of Parking area to start - I am to tickle for 1-year from this date to review.

JNB.

RECORDED RIGHT OF WAY NO.

27875