

Detroit Edison

Right of Way Agreement

LIBER 10036 PAGE 515

July 28, 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 Novi, 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 located in accordance with attached drawing which is made a part hereof.

A#36 REG/DEEDS PAID
0001 JUL.31'87 12:51PM
7603 MISC 11.00

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: Cedar Ridge Plaza Associates,
A Michigan Limited Partnership

RECORDED RIGHT OF WAY NO. 37361

Kathy Thomas
Kathy Thomas

Sherry Lindee
Sherry Lindee

BY: [Signature]
J.R. Hicks, General Partner

Prepared By: Walter E. Touchie
The Detroit Edison Company
30400 Telegraph Road, #264
Birmingham, MI 48010

Address: 30200 Telegraph Road
Birmingham, MI 48010

[Handwritten Signature]

State of Michigan) SS.
County of Oakland

On this 28th day of July, 1987, before me, a Notary Public in and for said county, personally appeared J. R. HICKS, General Partner of the above named Limited Partnership to me known to be the person who executed the foregoing instrument and to me known to be such General Partner and acknowledged that he executed the foregoing instrument as such General Partner, as the free act and deed of said Limited Partnership.

My Commission Expires: 1-25-88

Katherine Kamin
Katherine Kamin acting in Oakland
Notary Public, Wayne County, Michigan

Appendix "A"

Part of the NE 1/4 of Section 23, T1N., R8E., beginning at a point distant N 88°24'50" E., 264.67 feet, and S 00°55'10" E., 527.55 feet, and N 88°24'50" E., 80.35 feet from the N 1/4 corner of Section 23, and proceeding thence N 88°24'50" E., 461.15 feet; thence S 00°55'10" E., 742.09 feet to the centerline of U.S. highway 16 known as Grand River Avenue; thence N 72°11'40" W., 484.36 feet; thence N 01°09'16" W., 581.23 feet to the point of beginning. Containing 6.98 acres.

Sidwell No: 22-23-226-~~002~~
027

TWP - Novi

RECORDED RIGHT OF WAY NO. 37361

MEMORANDUM ORDER
OR GENERAL USE
FORM 943-0000 (10-77) 11-80

TO DALE CERMAK

DATE 7-29-87

TIME 11:45 AM

Re: Underground Service CEDAR RIDGE PLAZA

Agreement and Easements obtained - OK to proceed with construction.

COPIES TO:

SIGNED

Walter E. Louche

Walter V. Kacine, Representative

~~Real Estate~~ Estate, Rights of Way & Claims

264 Oakland Division headquarters

MEMORANDUM ORDER
FOR GENERAL USE
02 FORM MS 77 12-55

TO Records Center

DATE 8-18-87 TIME _____

Please set up R/W file for:

CEDAR RIDGE PLAZA

Being a part of NE 1/4

of Section 23, CITY OF NOVI

Oakland County, Michigan

COPIES TO _____

SIGNED

Omer V. Racine

REPORT _____

Omer V. Racine
264 Oakland Div. Hqters.

DATE RETURNED _____

TIME _____

SIGNED _____

RECORDED
RIGHT OF WAY NO.

37361

To (Supervisor, RL & HW) JIM McDONALD	For RE & RW (R, RL, HW) 6-15-87	Date Received 6-30-87	Application No. OE-87-9C
Division OAKLAND	Date 6-15-87	Application No.	

We have included the following necessary material and information.

Material:

- A. Proposed Subdivision
 - 1. copy of complete final proposed plat - All pages
- or
- B. Other than proposed subdivision (condo, apts, mobile home park — other)
 - 1. Property description.
 - 2. Site plan
 - 3. title information (deed, title commitment, contract with title commitment, or title search).

Note: Do not submit application for URD easements until all above material has been acquired

Information

1 Project Name CEDAR RIDGE PLAZA	County OAKLAND
City/Township/Village Novi	Section No. 23

Type of Development

<input type="checkbox"/> Proposed Subdivision	<input type="checkbox"/> Apartment Complex	<input type="checkbox"/> Condominium
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Mobile Home Park	<input checked="" type="checkbox"/> Other

2 Name of Owner CEDAR RIDGE ASS.	Phone No. 644-4253
--	------------------------------

Address
30200 TELEGRAPH BIRMINGHAM MI 48010

Owner's Representative J. R. HICKS (GENERAL PARTNER)	Phone No. 644-4253
--	------------------------------

Date Service is Wanted
SEPT 15-1987

4. Entire Project will be developed at one time Yes No

5. Joint easements required — Michigan Bell Telephone Yes No
 — Consumers Power Yes No

a Name of Other Utilities if Not Michigan Bell Telephone or Consumers Power

b Other Utility Engineer Names _____ Phone Numbers _____

Addresses _____

6 Additional Information or Comments _____

RECORDED PERMIT OR MAY NO. 37361

Note: Trenching letter attached will be submitted later

Service Planner D. CERNAL	Signed (Service Planning Supervisor) R. MAURY
Phone No. 645-4130	Address 240 ODAQ

**Detroit
Edison**

Oakland Division
30400 Telegraph Road
Birmingham, Michigan 48010
(313) 645-4000

645-4388

July 16, 1987

Cedar Ridge Associates
30200 Telegraph Road
Birmingham, MI 48010

Gentlemen:

RE: Cedar Ridge Plaza

Enclosed is the original and one copy of the Right of Way Agreement for the above described project. Please have the original executed and returned to us. The copy should be retained by you for your records.

~~In order~~ to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 4 of this agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of this instrument, fully completed, will assist in the prompt scheduling of our work to be completed in your project. Please return all documents addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010. Attn: Walter E. Touchie, Room 264.

Sincerely,



Walter E. Touchie, Representative
Real Estate, Rights of Way & Claims

WET:1hp

RECORDED RIGHT OF WAY NO. 37361

Land Contract

WITH ALTERNATE TAX AND INSURANCE PROVISIONS



Philip F. Greco TITLE COMPANY

This Contract, Made this 24th day of July, 1986,
between Vincenti Investment Co. No. 2, a Michigan partnership

Parties

whose address is 41115 Jo Drive, Novi, Michigan 48050

and Cedar Ridge Plaza Associates, a Michigan Limited Partnership

whose address is 30200 Telegraph Road, Suite 276, Birmingham, MI 48010

Witnesseth:

Description
of Premises

1. THE SELLER AGREES AS FOLLOWS:

(a) To sell and convey to the Purchaser land in the City of Novi
Oakland County, Michigan, described as: Part of the NE 1/4 of Section 23
T.1N., R.8E., beginning at a point distant N.88° 24'50" E., 264.67
feet and S. 0° 55'10" E., 527.55 feet and N. 88° 24'50" E., 80.35
feet from the N. 1/4 corner of Section 23, T.1N., R.8E. and proceeding
thence N. 88° 24'50" E., 461.15 feet; thence, S. 0° 55'10"E., 742.09
feet to the centerline of U.S. 16 Highway; thence N. 72° 11'40" W.,
484.36 feet; thence N. 01° 09'16" W., 581.23 feet to the point of
beginning. Containing 6.98 acres more or less. Subject to easements
of record and to all parts taken, used or deeded for road purposes.
Parcel id# 50-2223-226-027

together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and

now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

Terms of
Payment

(b) That the consideration for the sale of the above described premises to the Purchaser is:

Three Hundred Seventy Five Thousand and 00/100 (\$ 375,000.00) DOLLARS,
of which the sum of Seventy Five Thousand and 00/100 (\$ 75,000.00) DOLLARS,
has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of Three
Hundred Thousand and 00/100 (\$ 300,000.00) DOLLARS,

is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of ten (10%)
per cent. per annum while the Purchaser is not in default, and at the rate of ten (10%) per cent.
per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid
in monthly installments of

Two Thousand Six Hundred Fifty and 00/100 (\$ 2,650.00) DOLLARS

each, or more at Purchaser's option, on the 24th day of each month,
beginning August 24 ~~OCTOBER 21~~ JULY 21, 1986; said payments to be applied
first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within
One (1) years from the date hereof, anything herein to the contrary notwithstanding.

Seller's
Duty to
Convey

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns.

To furnish
Title
Evidence

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, ~~and to keep the same in full force and effect until the expiration of the term thereof.~~ The Seller shall have the right to retain possession of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.

Purchaser's
Duties

2. THE PURCHASER AGREES AS FOLLOWS:

(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided.

(b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.

(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.

To Pay Taxes
and keep
Premises
Insured

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

Alternate
Payment
Method

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective.

Insert amount,
if advance
monthly
installment
method
of taxes and
insurance is
to be adopted

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of _____
DOLLARS, which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

Acceptance
of Title and
Premises

(f) That he has examined a Title Insurance Policy dated
an Abstract of Title Certified to
covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

RECORDED RIGHT OF WAY NO. 37361

Maintenance of Premises

(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

Mortgage by Seller

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

Encumbrances on Seller's Title

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at seven per cent. per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.

Non-payment of Taxes or Insurance

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate applicable during Purchaser's default as set forth in Paragraph 1 (b) hereof.

Assignment by Purchaser

(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or effected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.

Possession

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

Right to Forfeit

(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, service of such notice shall be preceded by a notice of intent to forfeit the contract served at least 15 days prior thereto.

Acceleration Clause

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the deed to be made in fulfillment hereof.

(i) Time shall be deemed to be of the essence of this contract.

(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

Notice to Purchaser

(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

Additional Clauses

(l) Purchaser acknowledges that the monthly payments called for herein will not fully pay the balance due under the land contract and a substantial lump sum payment will be due from Purchaser at the expiration of this land contract.

(m) Purchaser shall provide water utilities to the back approximately 6 acres. Additional cost for providing this utility will be split 50% by Seller and 50% by Purchaser.

The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written.

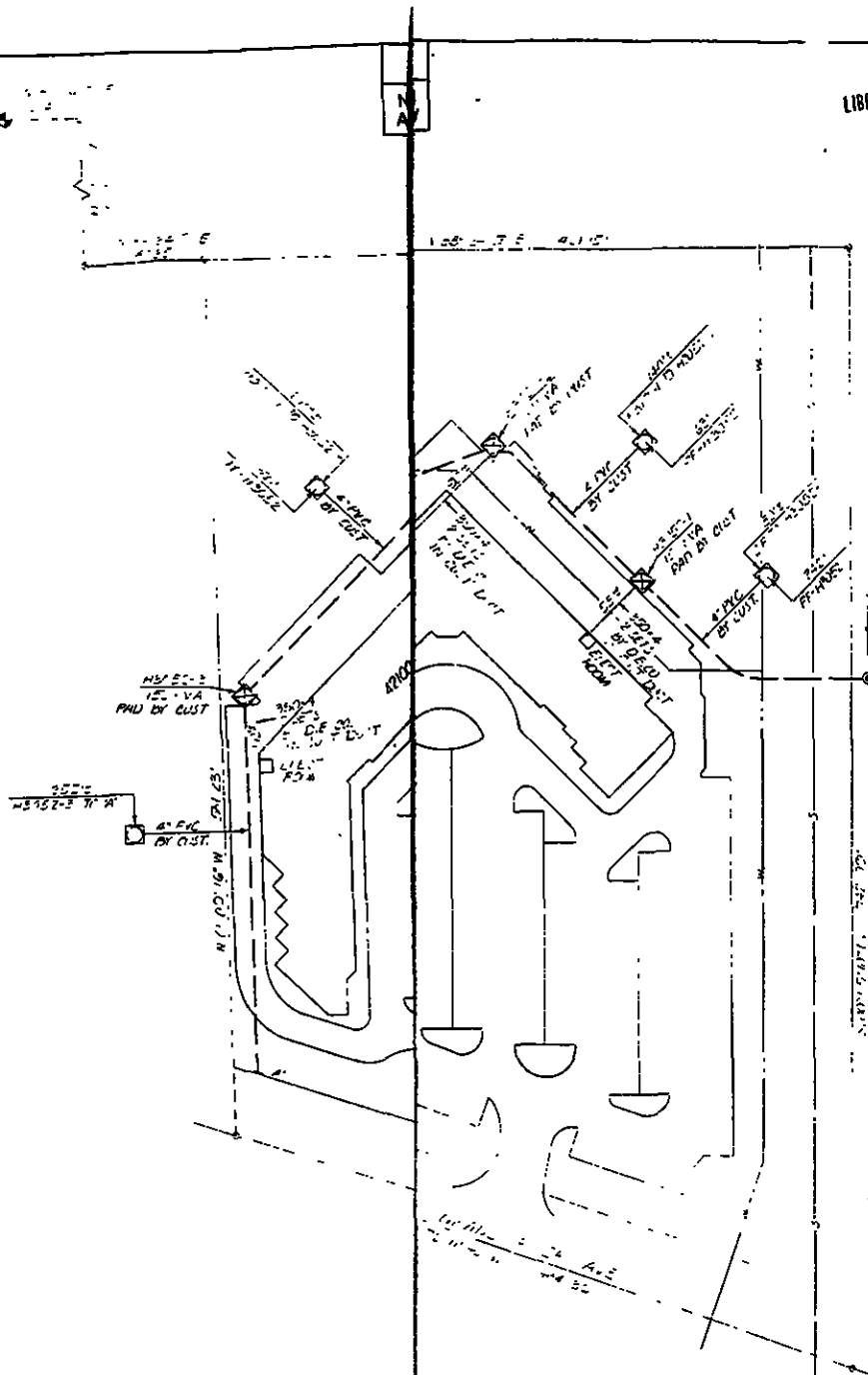
Signed in the presence of:

Anita L. Cagle
Stanley M. Moffitt

Vincenti Investment Co. No. 2,
a Michigan Partnership
By John Vincenti, Partner
Cedar Ridge Plaza Associates
a Michigan Limited Partnership

RECORDED RIGHT OF WAY NO

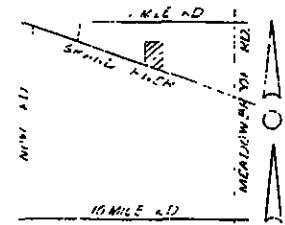
37341



TRANSFORMER DATA

UDT NO	SIZE	ED STK NO

LOCATION SKETCH
V&P SET NO:



- TRANSFORMER SPECS _____
 PEDESTAL SPEC _____
 NO. OF PEDESTALS _____
 NO. OF TEMPORARY CABLE MARKERS _____
 TEMPORARY CABLE MARKER SPEC _____
 SECONDARY CONNECTION BOX SPEC _____

— CODE —

- ⊙ TEMPORARY SECONDARY PEDESTAL; TEMPORARY CABLE MARKER
- DEPT. DEAD FRONT TYPE
- ⊕ LUT. (NON SWITCHING) — LIVE FRONT TYPE
- ⊖ LUT. SWITCHING — LIVE FRONT TYPE
- DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PEDESTAL
- ⊙ SECONDARY CONNECTION BOX
- ⊠ CABLE POLE
- ⊡ PRIMARY SWITCH CABINET
- BURIED PRIMARY CABLE — ALL VOLTAGES
- BURIED SECONDARY CABLE
- BURIED SECONDARY SERVICE CABLE
- DETROIT EDISON TRENCH ONLY
- TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT
- SEP. CONN. CABINET

CABLE SUMMARY

ITEM #	DESCRIPTION	QUANTITY	REMARKS
1	132 KV	713	705
2	APPROXIMATE 800 V	713	705
3	APPROXIMATE 110 V	713	705

TRENCH SUMMARY

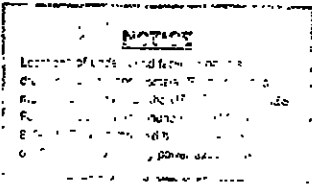
JOINT USE	DE ONLY	TEL ONLY	GAS ONLY	OTHERS	TOTAL	PHONE NO.

— GENERAL NOTES —

TRENCHING TO BE DONE BY: _____
 TRENCHING: 48" DEEP, 12" WIDE APPROXIMATE
 SEE SECTION 5.30 FOR CONSTRUCTION STANDARDS AND DETAILS
 SEE PAGE 3211 FOR DETAILS FOR EXTERIOR POINT DETAILS (RFS ONLY)
 SEE SECTION 4.10 FOR CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES
 TRANSFORMERS AND PEDESTALS ARE AS SHOWN
 DE SERVICE PLANNER: _____
 TEL. CO. _____
 GAS CO. _____
 OTHERS: _____
 CONTACT MISC. DIV. 240-427114 BEFORE DOING ANY EXCAVATION
 EASEMENTS INDICATED BY OUR CENTERLINE ARE
 IN WIDTH UNLESS OTHERWISE NOTED

PERMITS REQUIRED

CITY OF _____ COUNTY NOTIFICATION ONLY _____
 STATE YES NO



START DATE ~ 9-1-87

D REVISION		C REVISION		B REVISION		A REVISION	

DESIGNED BY: <u>D. STORAN</u>	DATE: <u>16-50-87</u>	JOB TITLE: _____
CHECKED BY: _____		
APPROVED BY: _____		

CEDAR RIDGE PLAZA
 NE 1/4 SEC. 23

THE DETROIT EDISON COMPANY SERVICE PLANNING	
SCALE: 1" = 50'	WORK ORDER NUMBER: 36784J
LATEST REVISION: _____	DISTRIBUTION VOLTAGE: 8950 AKRON ~ 13.2 KV
DEPT. ORDER NUMBER: 97A-64746	DATE: _____

RECORDED RIGHT OF WAY NO. 373601