

1-4/29

Date MARCH 6, 1963

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 Farmington Township, County of Oakland, State of Michigan, and described as follows:

All that part of the West 1/2 of the Northwest 1/4 of Section 29, Town 1 North, Range 9 East, lying Southwesterly of lands deeded to the State of Michigan, in right of way recorded April 13, 1932, in Liber 35, on Page 81, Miscellaneous Records, Oakland County Register of Deeds Office, except that part conveyed to Charles M. Ziegler, State Highway Commissioner, by deed recorded in Liber 3524, Page 577, Oakland County Records.

The exact location and description of the center line of said easement is as follows:

A line running in an Easterly and Westerly direction across the West 1/2 of the Northwest 1/4 of Section 29, Town 1 North, Range 9 East, from a point on the West line of Section 29 (Halstead Road) 140.0 feet Northerly from the West 1/4 corner of Section 29, thence Easterly by a Southeasterly angle of 90° 06' 15" for a distance of 110.0 feet to a point of deflection, thence deflecting right 5° 15' for a distance of 791.2 feet to a point of deflection, thence deflecting left 4° 46' a distance of 105.8 feet to the Westerly line of Interstate Highway 96.

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 day of 19 . 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 vehicles and equipment in entering said property for the purposes herein set forth.

Witness:

Ben F. Goldman
N. E. Hangstefer
M. E. Hangstefer

(Signed) Carol Kuschinski
Carol Kuschinski
Lillian Kuschinski
Guardians of the Estate of
Diane Kuschinski, a Minor

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
1963 MAR 13 PM 4 17

DOCUMENTARY 40
DOCUMENTARY 50
RETURN TO
RICHARD H. TAYLOR
The Detroit Edison Company
200 SECOND AVENUE
DETROIT 26, MICHIGAN

RECORDED RIGHT OF WAY

(Accepted) THE DETROIT EDISON COMPANY
By Richard H. Taylor
RICHARD H. TAYLOR, DIRECTOR
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

STATE OF MICHIGAN } SS
County of WAYNE }

On this 6th day of March, A.D. 1963, before me, the undersigned, a notary public in and for said county, personally appeared Carol Kuschinski and Lillian Kuschinski, Guardians of the est. of Diane Kuschinski to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

DOCUMENTARY 50
DOCUMENTARY 50
DOCUMENTARY 50

M. E. Hangstefer
Notary Public, Wayne County, Michigan

My commission expires June 26, 1963

OK
K 7-1363
1-11-4-75

NW 1/4

1-4
29

DEED OF EXECUTOR, ADMINISTRATOR OR GUARDIAN (Short)



Know all Men by these Presents, That We, Lillian Kuschinski
and Carol Kuschinski, Guardians of the estate of Diane Kuschinski, a Minor

in pursuance of an order of the Probate Court for the County of Wayne in the
State of Michigan, made on the 5th day of MARCH A. D. 1963

and in pursuance of, and after a full compliance with all the provisions of the law, requisite to a valid
sale of the real estate hereinafter mentioned, and in consideration of the sum of (\$2,275.00)
Two Thousand Two Hundred Seventy-five and no/100 Dollars,

paid to them by The Detroit Edison Company
2000 Second Avenue, Detroit, Michigan

the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the
said The Detroit Edison Company

its successors and assigns an easement whereby it shall have the right to
construct, reconstruct, operate and maintain its overhead and underground lines

of perfect and entire right and being in the
County of

Wayne 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 Farmington Township,
County of Oakland, State of Michigan, belonging to said Minors, and described as
follows:

An undivided one-quarter interest in and to: - All that part of the West 1/2
of the Northwest 1/4 of Section 29, Town 1 North, Range 9 East, lying South-
westerly of lands deeded to the State of Michigan in right of way recorded
April 13, 1932, in Liber 35, on Page 81, Miscellaneous Records, Oakland County
Register of Deeds Office, except that part conveyed to Charles H. Bagler, State
Highway Commissioner, by deed recorded in Liber 3524, Page 577, Oakland County
Records.

The exact location and description of the center line of said easement is as
follows: A line running in an easterly and westerly direction across the West
1/2 of the Northwest 1/4 of Section 29, Town 1 North, Range 9 East, from a point
on the West line of Section 29 (Balstead Road) 110.0 feet northerly from the
West 1/4 corner of Section 29 thence easterly by a southeasterly angle 90° 06' 15"
for a distance of 110.0 feet to a point of deflection, thence deflecting right
90° 15' for a distance of 771.2 feet to a point of deflection, thence deflecting
left 4° 46' a distance of 105.8 feet to the westerly line of Interstate Highway
96.

I, "I" or "we" and follow with name and statement of official capacity, as "I, John Doe, guardian of the estate of Richard Roe, an incompetent person."

1. "I" or "we" and follow with name and statement of official capacity, as "I, John Doe, guardian of the estate of Richard Roe, an incompetent person."

John Doe

RECORDED
MICHIGAN
REGISTER OF DEEDS RECORDS
MAR 15 1963
FBI 4 17

63
13542
RECORDED RIGHT OF WAY NO. 22260

expenses, and any and all judgments that may be incurred by, or obtained against Edison or any of its officers, agents, or employes in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of Edison in such suits or other proceedings, Permittee shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

5. A further condition of this permit is that Permittee will not place any permanent structures other than said building and basin, on the premises described above.
6. It is understood and agreed that the guard rail around tower number 8429 be installed two feet from the face of the tower.
7. It is understood and agreed that twenty (20) foot gradually sloping pad would be graded around tower number 8428 to facilitate tower maintenance equipment.
8. Detroit Edison shall have the right of ingress and egress to tower number 8428 and its easement by means of a clay bottom grass covered road. The road would be level, except for gradual slopes at both the east and west ends of the pond. Said road is as shown on attached Exhibit "A".
9. It is understood and agreed that Permittee, their agents, employes and/or contractors shall maintain a clearance of twenty (20) feet from all conductors and equipment. No mounding of dirt or change in elevation is permitted which would decrease the clearance of the existing transmission lines.
10. It is understood and agreed that this permit is granted to Permittee on the condition that Permittee use the above described premises in accordance with any rules and ordinances of any governmental agency having jurisdiction thereof.
11. No warranty of title is made with regard to the land which is the subject of this permit.

If you are willing to accept this permit upon the above terms, please sign a copy of this letter below the word "Accepted" and return said copy for our files.

Sincerely,



ROBERT R. TEWKSDURY, DIRECTOR
Real Estate and Rights of Way Dept.

ACCEPTED
FLORIDA MILLS, INC.

By: _____

Date: _____

ACCEPTED
INGERSOLL-RAND

By: _____

Date: _____

ORIGINAL NOT RETURNED

~~A~~ APPROVALS ON BACK

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Detroit
Edison

REAL ESTATE & RIGHTS OF WAY DEPARTMENT

Date: November 10, 1982

To: Elaine Ryan
Records Center
130 G.O.

From: F. C. Bryant *FCB*
RE & R/W Coordination
448 G.O.

Subject: Permit to Encroach - The West 1/2 of
the Northwest 1/4 of Section 29,
Farmington Township, Oakland County,
Michigan - Project No. NØ 2402

Attached for the Records Center are papers related to the above-mentioned permit dated May 25, 1982 between The Detroit Edison Company and Florida Mills, Inc., as owners and Ingersoll-Rand as tenant.

The permit was granted for the construction of a building and a basin encroaching onto our easement.

Please incorporate these papers in Right of Way File Number 22260.

Approved by: *B. A. Mention*
B. A. Mention
Senior Coordination Specialist

FCB:mak

Attachments

cc: D. Barkley
J. Howe
R. L. Shaw

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Detroit
Edison

2000 Second Avenue
Detroit, Michigan 48226
(313) 227-8000

May 25, 1982

Florida Mills, Inc.
1 Liberty Plaza
165 Broadway
New York, New York 10006

Gentlemen:

Pursuant to your request, The Detroit Edison Company, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, being the owner of an easement in the Township of Farmington, County of Oakland, does hereby grant Florida Mills, Inc., as owner and Ingersoll-Rand as tenant, (hereinafter collectively referred to as Permittee) a permit for the purpose of encroaching onto the Detroit Edison easement with a building and a basin on a portion of said property owned by Florida Mills, Inc., as recorded in Liber 5863, Page 130, as indicated in red on the attached drawing marked Exhibit "A", upon the following terms and conditions:

1. It is understood and agreed that this permit is personal unto you and is not to be construed as giving any general rights to the public. This permit is being granted voluntarily by Edison and gives no rights which may be considered adverse.
2. The right to use the above lands for the aforesaid purposes shall be subject to the paramount rights of The Detroit Edison Company to construct, operate and maintain lines for the transmission and distribution of electricity and Company communication facilities.
3. The Detroit Edison Company shall not be liable to Permittee for any damage whatsoever in the event that their use of said premises is impaired or terminated, and this permit is granted on condition that their presence on said land shall be at their sole risk.
4. Permittee covenants and agrees that it shall indemnify and hold Edison, and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, or property or both, arising directly or indirectly out of or in connection with Permittee's or any of their Contractors use of the premises under this permit, to which Edison or any of its officers, agents or employes may be subject or put by reason of any act, action, negligence or omission on the part of Permittee, their Contractors or any of its officers, agents and employes.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge, or expense covered by Permittee foregoing indemnity should be brought against Edison or any of its officers, agents, or employes, Permittee covenants and agrees to assume the defense thereof and defend the same at Permittee's own expense and to pay any and all costs, charges, attorney's fees, and other

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Florida Mills, Inc.
Page Two

expenses, and any and all judgments that may be incurred by, or obtained against Edison or any of its officers, agents, or employes in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of Edison in such suits or other proceedings, Permittee shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

5. A further condition of this permit is that Permittee will not place any permanent structures other than said building and basin, on the premises described above.
6. It is understood and agreed that the guard rail around tower number 8429 be installed two feet from the face of the tower.
7. It is understood and agreed that twenty (20) foot gradually sloping pad would be graded around tower number 8428 to facilitate tower maintenance equipment.
8. Detroit Edison shall have the right of ingress and egress to tower number 8428 and its easement by means of a clay bottom grass covered road. The road would be level, except for gradual slopes at both the east and west ends of the pond. Said road is as shown on attached Exhibit "A".
9. It is understood and agreed that Permittee, their agents, employes and/or contractors shall maintain a clearance of twenty (20) feet from all conductors and equipment. No mounding of dirt or change in elevation is permitted which would decrease the clearance of the existing transmission lines.
10. It is understood and agreed that this permit is granted to Permittee on the condition that Permittee use the above described premises in accordance with any rules and ordinances of any governmental agency having jurisdiction thereof.
11. No warranty of title is made with regard to the land which is the subject of this permit.

If you are willing to accept this permit upon the above terms, please sign a copy of this letter below the word "Accepted" and return said copy for our files.

Sincerely,


ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

ACCEPTED
FLORIDA MILLS, INC.

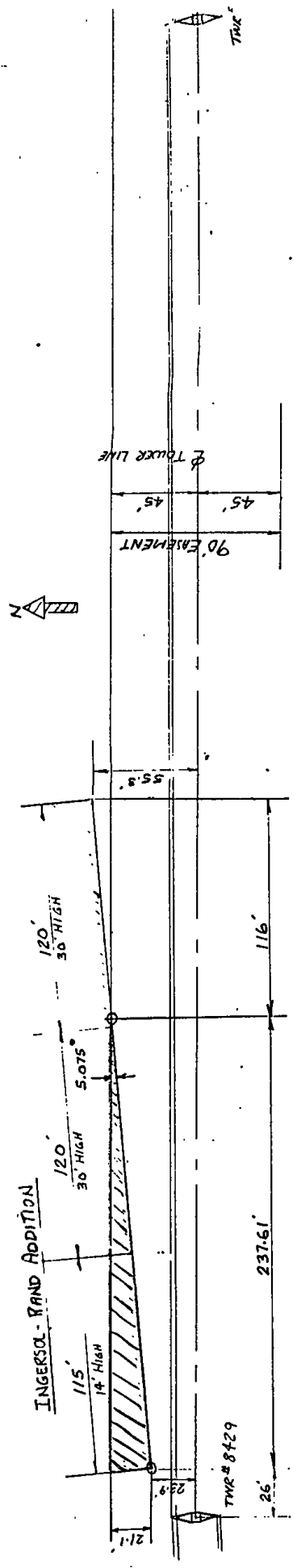
By: Eugene C. Pucera
Date: Oct 14, 1982

ACCEPTED
INGERSOLL-RAND

By: [Signature]
Date: Sept 7, 1982

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF MICHIGAN
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EXHIBIT "A"



EMBANKMENT SHOWN CROSS HATCHED

791' SPAN
SCALE 1"=50'

SURVEY BY DECO 8-5-81
DRAWN BY W. J. THRASHER 2-2-82

INGERSOLL-RAND CO. EASEMENT
CITY OF FARMINGTON HILLS