

Detroit Edison

Right of Way Agreement

#(1)

OCTUBEIL 8, 19 86

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 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement 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 Farmington Hills, Oakland County, Michigan, and more particularly described on the attached Appendix "A", with the full right to the UTILITIES 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: The exact location of said easements shall be shown on a drawing to be recorded within 90 days after construction.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

1. The easements will be graded to within four (4) inches of final grade before the UTILITIES 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 UTILITIES' equipment.

2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.

3. If the lines or facilities of UTILITIES are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

DECO2 4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES 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 UTILITIES maintenance of their equipment.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licenses and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date.

Witnesses:

Grantors:

AM36 REG/DEEDS PAID
0001 AUG.19'87 11:15AM
1600 MISC 19.00

~~B#92 REG/DEEDS PAID
0001 APR.01'87 01:30PM
2981 MISC 7.00~~

RECORDED RIGHT OF WAY NO.

37407A

19.00

700

OH

OH

Prepared By: Omer V. Racine
The Detroit Edison Company
30400 Telegraph Road, #264 ODHQ
Birmingham, MI 48010

Address:

This agreement is necessary for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto.

Witnesses:

Deborah K. Smith
DEBORAH K. SMITH
Nancy E. Crossley
NANCY E. CROSSLEY

F.N. M.C. / Thirteen Mile Road Development
Company Limited Partnership
A Michigan Limited Partnership
330 Hamilton Row, Suite 200A
Birmingham, MI 48011

Oscar Associates
A Michigan Limited Partnership
General Partner

Milton P. Rotenberg
Milton P. Rotenberg, General Partner

Amos Associates
A Michigan Limited Partnership
General Partner

Douglas C. Miner
Douglas C. Miner, General Partner

State of Michigan)
County of Oakland) SS.

Personally came before me this 8th day of Oct. 1986, MILTON P. ROTENBERG, General Partner of Oscar Associates and DOUGLAS C. MINER, General Partner of Amos Associates, General Partners of the above named limited partnership to me known to be the persons who executed the foregoing instrument and to me known to be such General Partners and acknowledged they executed the foregoing instrument on behalf of F.N. M.C. / Thirteen Mile Road Development Company Limited Partnership, A Michigan Limited Partnership.

RECORDED RIGHT OF WAY NO. 37407A

My Commission Expires: _____
Phyllis Warren
Notary Public, Oakland County, Mich.
My Commission Expires Sept. 11, 1989

Phyllis Warren
Notary Public, Oakland County, Michigan

APPENDIX "A"

Land in the City of Farmington Hills, County of Oakland, State of Michigan, described as: Part of the Northwest 1/4 of the Northwest 1/4 of Section 8, T1N., R9E., City of Farmington Hills, Oakland County, Michigan, described as beginning at a point on the North line of said Section 8, said point located South 89°19'33" East, 868.70 feet from the Northwest corner of said Section 8; thence continuing South 89°19'33" East along said North line 434.10 feet to the Northwest corner of FARMINGTON GREEN NORTH NO. 3 SUBDIVISION (Liber 176 of Plats, Pages 29 to 32 inclusive, Oakland County Records); thence South 00°09'02" East along the Westerly line of said subdivision and the East line of the West 1/2 of the Northwest 1/4 of said Section 8 a distance of 1179.70 feet; thence North 89°45'09" West, 437.65 feet; thence North 00°01'23" East, 1182.91 feet to the point of beginning.

SIDWELL NO. (23-08-100-003)

23-08-100-018 }
019 } NW1/4
020 }

and Ent 23-08-100-000

Oakerest of Farmington Hills
Condo. occp# 478

**Detroit
Edison**

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

Phone 645-4388

October 3, 1986

Mr. Milton P. Rotenberg
F.N.M.C. Real Estate Company
330 Hamilton Row, Suite 200A
Birmingham, Michigan 48011

Gentlemen:

Re: OAKCREST CONDOMINIUM

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. 3 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 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: Omer V. Racine, Room 264.

Sincerely,



Omer V. Racine, Representative
Real Estate, Rights of Way & Claims

OVR/kw
Enclosures

RECORDED RIGHT OF WAY NO.

37407A

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

OWNER'S POLICY

SCHEDULE A

RE:

CASE NUMBER	DATE OF POLICY	TIME	POLICY AMOUNT	POLICY NUMBER
T85-52603	April 14, 1986	8:00 A.M.	\$290,000.00	85-00-511313

(THE POLICY NO. SHOWN ON THIS SCHEDULE MUST AGREE WITH THE PREPRINTED NO. ON COVER SHEET)

1. Name of Insured:

FNMC/THIRTEEN MILE ROAD DEVELOPMENT COMPANY LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP

2. The estate or interest in the land described herein and which is covered by this policy is: **FER SIMPLE**

3. The estate or interest referred herein is, Date of Policy vested in:
FNMC/Thirteen Mile Road Development Company Limited Partnership, a Michigan Limited Partnership

4. The land referred to in this policy is described as follows:

See Attached Page 2.



RECORDED RIGHT OF WAY NO. 37407A

Issued at: TROY METRO CENTER

Merritt Post
Countersignature Authorized Officer or Agent

This policy is invalid unless the cover sheet and Schedule B are attached.

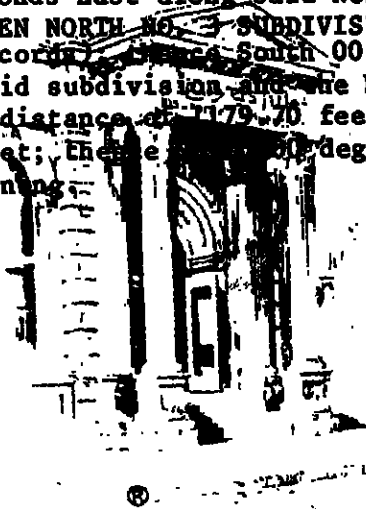
Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A CONTINUED - CASE NO. T85-52603

Land in the City of Farmington Hills, County of Oakland, State of Michigan; described as:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as beginning at a point on the North line of said Section 8, said point located South 89 degrees 19 minutes 33 seconds East, 868.70 feet from the Northwest corner of said Section 8; thence continuing South 89 degrees 19 minutes 33 seconds East along said North line 434.10 feet to the Northwest corner of FARMINGTON GREEN NORTH NO. 3 SUBDIVISION (Liber 176 of Plats, Pages 29 to 32 inclusive, Oakland County Records); thence South 00 degrees 09 minutes 02 seconds East along the Westerly line of said subdivision and the East line of the West 1/2 of the Northwest 1/4 of said Section 8 a distance of 1179.70 feet; thence North 89 degrees 45 minutes 09 seconds West, 437.65 feet; thence North 89 degrees 01 minutes 23 seconds East, 1182.91 feet to the point of beginning.



RECORDED RIGHT OF WAY NO.

37407A

SCHEDULE A - PAGE 2

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12-53

TO Records Center

DATE 9-8-87 TIME _____

Please set up R/W file for: DAKOTEST POND AN INDIAN
Being a part of NW 1/4 of Section 8, CITY OF FARMINGTON HILLS
Oakland County, Michigan

COPIES TO: _____

SIGNED

Omer V. Racine

Omer V. Racine
264 Oakland Div. Hqters.

REPORT _____

RECORDED
RIGHT
OF
WAY
NO.
371074

DATE RETURNED _____

TIME _____

SIGNED _____

To (Supervisor, Alt. & H/W) JIM McDONALD	For RE & R/W Dept. Use	Date Received 9-8-86	Dist. Brk. P. No. OE 86-35 J
Division OAKLAND	Date 9-5-86	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). **INSURANCE**

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

Information

1 Project Name **OAKCREST CONDOMINIUM** County **OAKLAND**
 City/Township/Village **FARMINGTON HILLS** Section No. **8**
 Type of Development
 Proposed Subdivision Apartment Complex Condominium
 Subdivision Mobile Home Park Other
 2 Name of Owner **ENMG/THIRTEEN MILE RD. DEVELOPMENT CO** Phone No. **661-5820**
 Address **330 HAMILTON ROW, SUITE 200A, BIRMINGHAM, 48011**
 Owner's Representative **MIKE VIGILANT.** Phone No. **661-5820**
 Date Service is Wanted **OCT 15, 1986**

4. Entire Project will be developed at one time **ONLY BLDGS 8 AND 9 NOW** 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 _____

Note: Trenching letter attached will be submitted later

Service Planner George White	Signed (Service Planning Supervisor) RMBury
Phone No. 645-4109	Address RM 240 - O. D. H.Q.

RECORDED RIGHT OF WAY NO. 37407A