

UNDERGROUND RIGHT OF WAY AGREEMENT 87181711

August 17, 1987

For good and valuable consideration of system betterment, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a Michigan corporation, whose address is 2000 Second Avenue, Detroit, Michigan, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, whose address is 444 Michigan Avenue, Detroit, Michigan, hereinafter referred to collectively as "GRANTEE," the right to construct, reconstruct, modify, add to, operate and maintain underground line facilities consisting of poles, conduits, wires, cables, manholes, transformers and accessories required to provide electric and communication services in, under, upon and across property located in the City of Farmington Hills, County of Oakland, State of Michigan, further described as:

23-06-300-003 SW/4 Twp-Farmington
 Commencing at the South 1/4 corner of Section 6, T1N, R9E, and proceeding thence along the South line of said Section 6, S. 89°34'24" W. 60.65 ft., thence N. 00°25'36" W. 220.00 ft. to a point on the westerly boundary of proposed Farmington Glens Subdivision No. 2; thence along said boundary, N. 02°18'40" W. 271.59 ft. and N. 64°06'00" W. 359.14 ft. and N. 40°32'42" W., 202.83 ft.; and N. 11°47'04" W. 211.48 ft.; and N. 19°18'56" E. 211.48 ft.; and N. 33°46'14" E. 122.67 ft. to the point of beginning of the easement herein described; thence S. 85°03'00" W. 35.00 ft., thence N. 03°23'28" W. 33.72 ft.; thence N. 88°10'00" E. 160.00 ft.; thence along the arc of a curve to the left, radius 460.00 ft., central angle 03°07'00" (the chord of said curve bears S. 03°23'30" E. 25.02 ft.) a distance of 25.02 ft.; thence S. 85°03'00" W. 125.00 ft. to the point of beginning of the easement herein described.

The right of way is approximately located in the area crosshatched on drawing number RW-0-8686 set forth on Exhibit A, attached hereto and made a part hereof. The right of way area is approximately thirty-three (33) feet in width and one hundred sixty (160) feet, more or less, in length.

Any and all construction, installation, repair, maintenance, replacement or other work to be performed by GRANTEE hereunder shall be performed as expeditiously as possible, so as to minimize any interference with the use or operation of the property. Any construction, installation, maintenance, operation, repair, or removal of the underground line facilities by GRANTEE shall be performed in such a manner so as to not interfere with the use and operation of the electrical and communication utilities to be installed under the surface of the property or any other utilities that may be located therein.

The undersigned hereby reserves the right to landscape, pave or otherwise improve the surface of the property on which the right of way area is located, as long as the same does not materially interfere with the use of such right of way area for its intended purpose or with GRANTEE'S reasonable access to such right of way area and/or the underground line facilities to be constructed and installed therein.

DECOZ GRANTEE shall not install or place any signs in or near the right of way area without the prior written consent of the undersigned. The undersigned hereby agrees that it shall not unreasonably withhold its consent to any signs that are designed by GRANTEE for the sole purpose of either discouraging the general public from entering into the right of way area or warning the general public about any potential dangers on the right of way area.

GRANTEE hereby expressly agrees to defend, hold harmless and indemnify the undersigned from and against any and all liabilities, costs, damages or expenses whatsoever, which may result or arise out of the negligent construction, installation, repair and maintenance performed on the property and/or on the right of way area by GRANTEE, and/or any and all acts or work performed by GRANTEE, its agents, employees or contractors by virtue of this Underground Right Of Way Agreement.

Notwithstanding anything herein to the contrary, the undersigned (or any subsequent owner of all of the property on which the right of way area is located), at its own expense, shall have the right, from time to time, to relocate (or cause to be relocated) the right of way area, and any improvements located (or to be located) thereon, and all electric and telephone lines to be constructed and installed therein so long as each of the undersigned consent to such relocation, which consent shall not be unreasonably withheld. In the event of any such relocation, the undersigned shall grant to GRANTEE a new right of way covering a new right of way area, and GRANTEE will release the right of way granted hereunder with respect to the previous right of way area.

RECORDED RIGHT OF WAY NO.

37548

15.00
OW

(Ret 8/17/87)

The rights hereby granted includes the right of access to and from the rights of way and the right to trim, cut down or otherwise control trees, brush or roots of any kind either within the right of way or on property adjoining the right of way which in the opinion of GRANTEE interferes with the construction or operation of the line facilities. It is expressly understood and agreed that GRANTEE shall, at no time, trim or cut down any trees unless in GRANTEE'S opinion, it is absolutely necessary to do so. GRANTEE shall restore the premises to its original condition or as near as can be in the event of damages caused by its employees, contractors, vehicles and equipment entering premises for the purposes set forth herein.

No buildings or structures are to be placed within said right of way herein granted without the written consent of GRANTEE.

The rights hereby granted by virtue of this Underground Right of Way Agreement shall be nonexclusive.

This grant is declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.

Lakeside/Novi Land Partnership has a vendor's interest under a certain land contract to a portion of the right of way area, Farmington Ridge Limited Partnership has a vendee's interest under a land contract to the same portion in which Lakeside/Novi Land Partnership owns and Farmington Glens Development Co., Inc. owns fee title to the remaining portion of such right of way area. In connection therewith, the undersigned hereby acknowledge and agree that the rights granted by virtue of this Underground Right of Way Agreement are granted to the extent of their respective interests in the property described herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s) on the date of this Underground Right of Way Agreement.

REG/DEEDS PAID
0001 SEP 25 '87 12:22PM
9000 MISC 15.00

WITNESSES:

Carole Powell
Carole Powell

Susan Jones
Susan Jones

Diane S. Colbeet
Diane S. Colbeet

SAMI J. HARB
SAMI J. HARB

Beth Anne Schuster
Beth Anne Schuster

Sheryl A. Gazdag
Sheryl A. Gazdag

LAKESIDE/NOVI LAND PARTNERSHIP,
a Michigan co-partnership

By: THE TAUBMAN REALTY GROUP
LIMITED PARTNERSHIP,
a Massachusetts limited partnership,
Partner

By: Robert S. Taubman
Its: Authorized Representative
Robert S. Taubman

FARMINGTON GLENS DEVELOPMENT
CO., INC., a Michigan corporation

By: Samuel Karp
SAMUEL KARP

Its: President
PRESIDENT

FARMINGTON RIDGE LIMITED
PARTNERSHIP, a Michigan limited
partnership

By: BEZTAK II LIMITED PARTNERSHIP, a
Michigan limited partnership
Its General Partner

By: BEZTAK CORPORATION, a Michigan
Corporation, Its General Partner
By: Richard Marrone
Richard Marrone
Its: Vice President

RECORDED RIGHT OF WAY NO. 37548

ACCEPTANCE

As GRANTEE under this Underground Right of Way Agreement, the following two (2) entities hereby accept the foregoing terms and conditions of the same.

DETROIT EDISON COMPANY,
a Michigan corporation

C. George Williams
C. George Williams
Gerald S. Misak
GERALD S. MISIAK

By: Joseph S. Chambers
JOSEPH S. CHAMBERS

Its: DIRECTOR - ENGINEERING & PLANNING
OAKLAND DIVISION

MICHIGAN BELL TELEPHONE COMPANY,
a Michigan corporation

Charles Shand
CHARLES SHAND
Clifford J. Hall
CLIFFORD J. HALL

By: Keith J. Reagan
KEITH J. REGAN

Its: STAFF MANAGER RIGHT OF WAY

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17 day of August, 1987, by Robert S. Taubman, Authorized Representative of the Taubman Realty Group Limited Partnership, a Massachusetts limited partnership, partner in Lakeside/Novi Land Partnership, a Michigan co-partnership, on behalf of said partnership.

Carole Powell
Notary Public, Macomb County of Michigan
Carole Powell acting in Oakland County, Michigan
My Commission expires: 3/30/88

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of August, 1987, by Samuel Karp, the President of Farmington Glens Development Co., Inc., a Michigan corporation, on behalf of said corporation.

Diane S. Colbert
Notary Public, Oakland County of Michigan
Diane S. Colbert
My Commission expires: May 18, 1991

~~STATE OF MICHIGAN)
)ss.
COUNTY OF)~~

~~The foregoing instrument was acknowledged before me this ___ day of ___, 1987, by _____, the _____ of Farmington Ridge Limited Partnership, a Michigan limited partnership, on behalf of said partnership.~~

~~Notary Public, _____ County of Michigan
My Commission expires: _____~~

please see attached.

RECORDED RIGHT OF WAY NO. 37528

STATE OF MICHIGAN }
 } SS
COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me this 18th day of August, 1987, by Richard Marrone, Vice President of Beztak Corporation, a Michigan Corporation, General Partner of Beztak II Limited Partnership, a Michigan Limited Partnership, General Partner on behalf of Farmington Ridge Limited Partnership, a Michigan Limited Partnership.

Beth Anne Schuster
Notary Public, Oakland County,
Michigan

My Commission Expires:

December 3, 1990

BETH ANNE SCHUSTER
Notary Public, Oakland County, MI
My Commission Expires Dec. 3, 1990

RECORDED RIGHT OF FAX NO. 375418

STATE OF MICHIGAN)
)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19TH day of AUGUST, 1987, by JOSEPH S. CHAMBERS, the DIRECTOR ENGINEERING - PLANNING of Detroit Edison Company, a Michigan corporation, on behalf of said corporation. OAKLAND DIVISION

C. George Williams
Notary Public, OAKLAND County of Michigan
C. George Williams
My Commission expires:

C. GEORGE WILLIAMS
Notary Public, Oakland County, MI
My Commission Expires Dec. 28, 1987

STATE OF MICHIGAN)
)
) ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 4TH day of Sept., 1987, by KWILH J. Regan, the Staff Manager - Right of Way of Michigan Bell Telephone Company, a Michigan corporation, on behalf of said corporation.

Charles Shook
Notary Public, Oakland County of Michigan
a J.P.S. in Wayne County
My Commission expires: 5-21-88

Drafted by and ~~when recorded,~~
~~returned to~~

Kevin D. Poston, Esquire
Miro Miro & Weiner
500 North Woodward Avenue
Suite 200
P.O. Box 908
Bloomfield Hills, Michigan 48303-0908

RECORDED RIGHT OF WAY NO. 37548

APPROVED AS TO FORM 9/14/87 DWSB
LEGAL DEPARTMENT [Signature]

APPLICATION FOR RIGHT OF WAY

OE 983-0011 8-7489 (MS 88)

FARMINGTON TWP
SEC. 6

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

DATE 6-23-87

LOCATION 13 MILE BETWEEN HAGGERTY & HALSTEAD

APPLICATION NO. 8686

CITY OR VILLAGE FARMINGTON HILLS

DEPT. ORDER NO. 87A-64445

TOWNSHIP _____ COUNTY OAKLAND

O. F. W. NO. _____

DATE BY WHICH RIGHT OF WAY IS WANTED 7-23-87

BUDGET ITEM NO. _____

THIS R/W IS 1 % OF TOTAL PROJECT NO. _____ ACCUM. _____ %.

INQUIRY NO. _____

JOINT RIGHT OF WAY REQUIRED YES NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

MICH BELL
METROVISION OF OAKLAND
COUNTY

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED GET EASEMENT TRANSFERED
FROM FARM RIDGE LIMITED PARTNERSHIP TO DETROIT EDISON
30' EASEMENT

PURPOSE OF RIGHT OF WAY FOR U.G. DISTRIBUTION FOR FARMINGTON GLEN
SUB'N #2 & 3

RECORDED RIGHT OF WAY NO. 37574

SIGNED [Signature]

OFFICE _____ DEPARTMENT _____

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Joint recordable underground right-of-way obtained as requested per attached drawing. Contacts made by C. George Williams, Representative; Real Estate, Rights of Way & Claims; Oakland Division.

PERMITS IN RECORD CENTER 1 R.E. & R/W DEPT. FILE 1 GRANTOR Lakeside/Novi Land Partner-

NO. OF PERMITS 1 NO. OF STRUCTURES _____ NO. OF MILES _____ PERMITS TO MBT 1

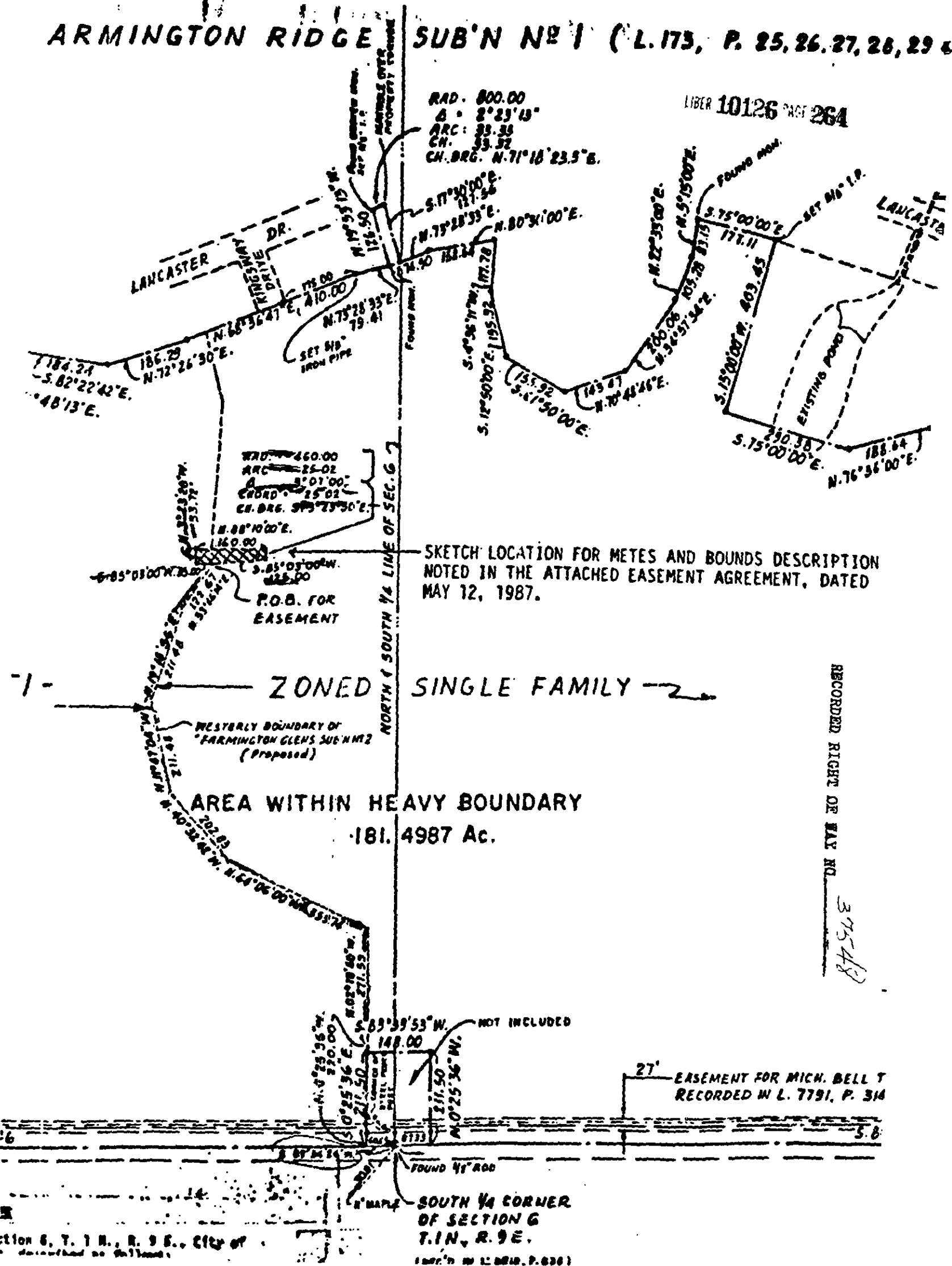
DATE September 17, 1987 SIGNED James D. McDonald
James D. McDonald, Sr. Representative

6-24-87 W. P. 8-6-87

EXHIBIT A

ARMINGTON RIDGE SUB'N N^o 1 (L. 173, P. 25, 26, 27, 28, 29 &

LIBER 10126 PAGE 264



RAD. 800.00
 Δ = 2°23'19"
 ARC = 33.35
 CH. = 33.37
 CH. DRG. N.71°18'23.5"E.

WRD. 460.00
 ARC = 25.02
 Δ = 2°01'00"
 CHORD = 25.02
 CH. DRG. S.75°28'33"E.

SKETCH LOCATION FOR METES AND BOUNDS DESCRIPTION NOTED IN THE ATTACHED EASEMENT AGREEMENT, DATED MAY 12, 1987.

ZONED SINGLE FAMILY

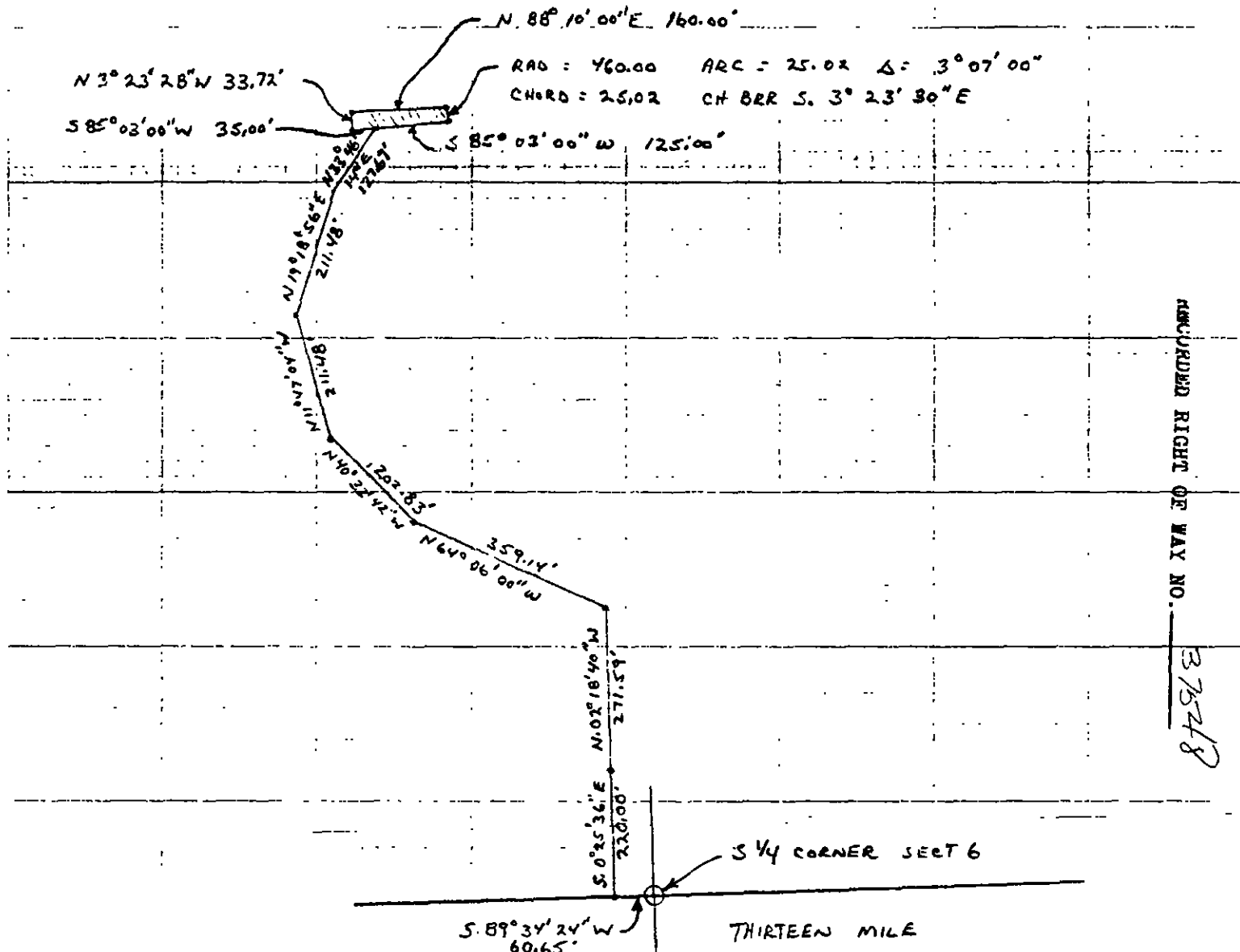
AREA WITHIN HEAVY BOUNDARY
 181.4987 Ac.

RECORDED RIGHT OF WAY NO. 37548

27' EASEMENT FOR MICH. BELL T RECORDED IN L. 7791, P. 314

SOUTH 1/4 CORNER OF SECTION G T. 1 N., R. 9 E.

DRAWING # RW-0.8
 RW-0.8686



RESERVED RIGHT OF WAY NO. 375218

LEGEND			
	FOREIGN POLE		
	EXIST D.E. CO POLE		
	PROPOSED POLE		
	EXIST ANCHOR		
	PROPOSED ANCHOR		
	TREE		
	120/240 VOLT LINE		
	4800 VOLT LINE		
	13,200 VOLT LINE		
	40,000 VOLT LINE		

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
CITY OR TOWNSHIP <u>FARMINGTON HILLS</u>	COUNTY <u>CALLAND</u>	QTR. & TWP. SECT. NO. <u>S 1/4 CORNER SECT 6</u>	DEPT. ORDER NO.
MAP SECT <u>1-244-370</u>	TOWN <u>IN</u>	RANGE <u>9E</u>	JOINT R/W REQUIRED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
PROJECT NAME <u>TEL ENGR & DIST</u>		R/W NO. <u>DB686</u>	
CIRCUIT		PROJ. OR PART NO.	
REASON <u>EASEMENT FOR U.G.</u>		OFW S.O OR P.E. NO.	
PLANNER <u>J.V. SLOMCZENSKI</u>		BUDGET ITEM NO.	
SCALE <u>NONE</u>		DATE <u>6-23-87</u>	