

LIBER 22335 PG 613

LIBER 21140 079

57664

RECEIVED
MAY 31 2000
CORPORATE REAL ESTATE SERVICES
AUG 30 2001
CORPORATE REAL ESTATE SERVICES

RECEIVED
MAR 31 2001
CORPORATE REAL ESTATE SERVICES

LIBER 21140 PAGE 79
\$11.00 MISC RECORDING
\$2.00 REMONUMENTATION
02/25/2000 03:22:42 P.M. RECEIPT# 15972
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS
LIBER 22335 PAGE 613
\$13.00 MISC RECORDING
\$2.00 REMONUMENTATION
02/12/2001 03:05:03 P.M. RECEIPT# 8000
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

~~Detroit Edison Underground Residential Distribution Easement (Right of Way) No. 246450~~
Subdivision Name—Hometown Village

RECORDED R/W FILE NO. 168808

On NOV 3rd, 1999, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area."

"Grantor" is:

Delcor Homes - Oxford 1, Ltd., a Michigan corporation, 2195 S. Milford Rd., Suite 7, Milford, MI 48381

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226
Ameritech, 54 Mill St., Box 41, Pontiac, MI 48342

TW Fanch-TWO Co./dba Mid-Lakes Cablecomm, 2410 Metamora Rd., Oxford, MI 48371

"Grantor's Land" is in Oxford Township, Oakland County, Michigan described as:

Commencing at the Southwest corner of Section 21, T5N-R10E, Oxford Township, Oakland County, Michigan, thence North 87° 23' 17" East 1343.27' along the South line of said Section 21 and the centerline of Seymour Lake Road to the point of beginning, thence North 28° 33' 06" West 1744.55', thence North 30° 00' 02" East 181.09', thence South 70° 30' 00" East 626.05', thence South 72° 46' 14" East 760.07', thence North 19° 27' 47" East 39.05', thence North 00° 22' 40" East 394.79', thence along the Southerly line of a parcel of land conveyed to the Detroit Edison Company and recorded in Liber 1559, Page 540, Oakland County Records, in the following nine (9) courses: Easterly 207.30' along the arc of a circular curve to the left, radius 2897.93', central angle 04° 05' 55", chord South 89° 40' 02" East 207.26', North 88° 17' 00" East 368.36', South 04° 34' 13" East 136.92', North 85° 25' 47" East 47.56', South 00° 00' 12" East 94.94', North 85° 25' 47" East 250.00', North 84° 19' 18" East 668.00', North 00° 00' 12" West 94.94', North 84° 04' 28" East 311.76', thence South 43° 25' 25" East 449.36', more or less, to the Northerly shore of Eden Lake and to Point "A", thence Westerly, Southerly and Easterly along the shore of Eden Lake to a point that is located South 43° 25' 25" East 164.81' from said Point "A", thence South 43° 25' 25" East 75.46', thence South 01° 33' 29" East 669.62' to the Northerly line of the Seymour Lake Meadows Condominium, Oakland County Condominium No 948 as recorded in Liber 15851, pages 481 to 485, thence Westerly and Southerly along the lines of the said Seymour Lake Meadows Condominium the following two (2) courses: South 88° 06' 21" West 27.87', South 01° 02' 54" East 396.00', thence South 88° 06' 21" West 570.32' along the South line of said Section 21 and the centerline of Seymour Lake Road, thence North 01° 53' 39" West 180.00', thence South 88° 06' 21" West 525.88', thence South 01° 53' 39" East 180.00', thence South 88° 06' 21" West 351.30' along the South line of said Section 21 and the centerline of said Seymour Lake Road to the South ¼ corner of said Section 21, thence South 87° 23' 17" West 1472.71' along the South line of said Section 21 and the centerline of said Seymour Lake Road to the point of beginning, being a part of the South ½ of said Section 21, T5N-R10E, Oxford Township, Oakland County, Michigan, containing 110.70 acres of land, more or less, subject to easements and restrictions of record, being subject to the rights of the public over that portion of Seymour Lake Road lying North of the South line of said Section 21.

The "Right of Way Area" is a part of Grantor's Land and is described as: Hometown Village at Waterstone
A 10' wide easement as shown on Exhibit "A", which is attached hereto and made a part hereof. CCRP # 1211

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.

Rerecord due to change in Exhibit A

9001237

O.K. - MH

(O.K. - ML)

04-21-453-000 ENT

at Eden Lake no Sidwell

- 2. **Access:** Grantee has the right of access to and from the Right of Way Area.
- 3. **Buildings or other Permanent Structures:** No buildings or other permanent structures are allowed in the Right of Way Area without Grantee's prior written consent.
- 4. **Excavation:** Under 1974 Public Act 53, you must call MISS DIG (1-800-482-7171) before excavating in the Right of Way Area.
- 5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in The Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences can be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee will not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
- 6. **Ground Elevation:** Grantor must grade the Right of Way Area to within four inches of final grade before Grantee installs its facilities. Grantor must maintain this ground elevation after Grantee installs its facilities.
- 7. **Damages:** If Grantor's employees or contractors damage grantee's facilities, Grantee will make repairs at Grantor's expense.
- 8. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
- 9. **Termination:** This easement will automatically terminate if Grantor records a final subdivision plat and subdivision restrictions that preserve the rights that this easement gives to Grantee.

10. EXEMPT UNDER MCL 207.505 (6), MCL 207.526 (6)

(2) **Witnesses:** (Type or print name below signature)

Grantor: Delcor Homes - OXFORD 1 LTD.
(Type or print name below signature)

X Kim Mortimore
Kim Mortimore

X Nina E. Amolsch
NINA E. AMOLSCH

Kevin M Wilson
KEVIN M WILSON, V.P.

RECORDED R/W FILE NO. 268808

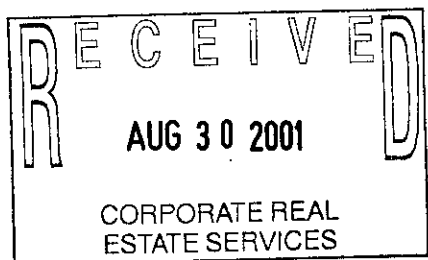
Acknowledged before me in Oakland County, Michigan, on 11-3-1999, 1999, by Kevin M. Wilson Vice President Constructi for Delcor Homes - Oxford 1, Ltd., a Michigan corporation.

ROBIN A. BIANCO
Notary Public, Oakland County, MI
My Commission Expires Aug. 1, 2000

Notary's Stamp _____ Notary's Signature Robin A. Bianco

(Notary's name, county, and date commission expires)

Prepared by and Return to: Betty J. Dean, LapSC, 1100 Clark Rd., Lapeer, MI 48446/mao



ROADWAY EASEMENT

On May 3, 2000, for one dollar and other valuable consideration, Edison grants to Grantee a non-exclusive, permanent easement on land called the Easement Area.

"Edison" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, MI 48226

"Grantee" is:

Richard and Sheila Bennett, husband and wife, 552 Putnam Street, Pinckney, MI 48169

The "Easement Area" is in Putnam Township, Livingston County, Michigan described as: A twelve foot wide roadway situated within the following described parcel of land being part of the West 1/2 of Section 22, Town 1 North, Range 4 East, described as: Commencing at the West 1/4 corner of said Section 22; thence North 89°53'00" East, 1315.62 feet, along the East-West 1/4 line of Section 22; thence North 03°34'15" West, 16.06 feet, to the centerline of M-36; thence along the arc of a curve the left having an arc distance of 157.78 feet with a central angle of 00°27'07" and a radius of 20000.00 feet and a chord bearing and distance of South 69°16'04" East, 157.77 feet, along the centerline of M-36; thence South 02°37'45" East, 35.88 feet, to the POINT OF BEGINNING; Thence along the arc of a curve the left having a distance of 32.60 feet with a central angle of 00°05'36" and a radius of 20033.00 feet and a chord bearing and distance of South 69°34'50" East, 32.60 feet; Thence South 02°37'45" East, 757.67 feet; Thence South 87°22'15" West, 30.00 feet; Thence North 02°37'45" West, 770.43 feet, to the point of beginning.

1. **Purpose** Edison grants this easement to Grantee to construct, operate, maintain, remove and replace a roadway.

2. **Access** Grantee has the right to use a reasonable route across Edison land to access the Easement Area. However, Grantee must not enter a fenced area without Edison's approval.

3. **Edison's Rights** Edison specifically reserves the right to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("Edison's Facilities") on, over and under the Easement Area as long as Edison's Facilities do not interfere with Grantee's Facility.

4. **Encumbrances** This easement is granted without any warranties or covenants of title, and subject to all now existing easements, restrictions and encumbrances affecting the Easement Area to which this easement would be subordinate under the recording acts or other applicable law of the State of Michigan. Furthermore, Edison may grant other encumbrances over the Easement Area, which do not interfere with Grantee's Facility.

RECORDED R/W FILE NO. 68303

5. **Edison Damages** Grantee must pay Edison for all damages, losses or injuries to Edison's Facilities caused by Grantee, its agents, employees, servants or independent contractors while constructing, operating or maintaining Grantee's Facility.

6. **Insurance**

a. Grantee and Grantee's contractors, at their own expense, must each maintain a general liability insurance policy that is satisfactory to Edison in form and substance. The policies must cover the liability assumed in this agreement for \$500,000 each person and \$1,000,000 each occurrence bodily injury, and \$500,000 each occurrence property damage. The policies must also include explosion damage, collapse, or damage to underground property (commonly known as "XCU"). If Grantee is a governmental unit, then Grantee's contractor's policy must name Edison as an additional insured. Grantee's policy must remain in effect as long as this easement agreement remains in effect. Grantee's contractors' policies must remain in effect during the time that the contractors are working in the Easement Area.

b. Grantee and Grantee's contractors must each give Edison's Director of Corporate Real Estate Services a Certificate of Insurance for the insurance coverage required by this agreement. The certificates must state that Edison will have 30 days written notice before any material change or cancellation becomes effective.

c. Grantee waives Grantee's rights of recovery, Grantee's contractor's rights of recovery and their insurers' rights of subrogation against Edison for damage to Grantee's or its contractor's property used on the Easement Area.

d. Obtaining the insurance required by this agreement will not limit or release Grantee's indemnity liability.

7. **Indemnity**

a. Grantee will indemnify Edison (the Company, its officers, agents and employees) for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of the use of this easement by Grantee (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees). This includes, but is not limited to, claims arising out of Grantee's negligence, Grantee and Edison's joint negligence, or any other person's negligence. But Grantee will not indemnify Edison for claims arising out of Edison's sole negligence.

b. If any claim covered by Grantee's indemnity is brought against Edison, Grantee will defend the claim at Grantee's expense. Grantee will also pay any costs, attorney fees, or judgments that Edison incurs or is subject to in the claim.

c. If a construction lien is placed on the Easement Area due to Grantee's activities in the Easement Area, then Grantee must discharge the lien by giving a bond or otherwise.

d. The terms of this indemnity will survive the Termination of this easement.

e. Grantee will also indemnify Edison (the Company, its officers, agents, employees and affiliates) for any claims for direct, indirect, consequential, or liquidated damages sought by Edison customers, based upon energy supply agreements, which I) arise directly or indirectly out of the use of this agreement by Grantee (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees and

RECORDED R/W FILE NO. R68303

II) are due to momentary or sustained electrical interruptions or voltage fluctuations, including sag, arising out of the negligence of Grantee (the person, company, or organization, its contractors, subcontractors, lessees, licensees, and any of its or their agents or employees) or the joint negligence of Grantee (the person, company, or organization, its contractors, subcontractors, lessees, licensees, and any of its or their agents or employees) and Edison. But Grantee will not indemnify Edison for claims arising out of Edison's sole negligence.

8. Construction and Maintenance

- a. Grantee will construct and maintain Grantee's Facility on this easement at its sole expense. If underground work is involved, Grantee must call Miss Dig (tel: 1-800-482-7171) in accordance with Michigan Public Act 53 of 1974, as amended, before beginning any groundbreaking. Edison may inspect Grantee's Facilities during any construction or maintenance work.
- b. Grantee and its contractors must maintain at least a 20-foot clearance from Edison Facilities. Grantee must not mound dirt or change elevations, which would decrease the clearance of Edison's existing electric lines to ground.
- c. Grantee must not change the natural drainage of the Easement Area.
- d. Grantee must not change either the elevation or the slope of the Easement Area without Edison's prior written permission.
- e. After Grantee completes construction of Grantee's Facility, Grantee must send "as-built" drawings of Grantee's Facility to the Principal Area Leader, Architectural/Civil/Towers, The Detroit Edison Company, 2000 Second Avenue, Room 662 G.O., Detroit, Michigan 48226. (Tel. 313-235-6898).
- f. After Grantee completes any construction or maintenance work, Grantee must back-fill any excavations with excavated material having an in-place density of at least 100 pounds per cubic foot. If excavated material is unsuitable (e.g. peat, organic material or trash), Grantee must use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, Grantee must place backfill in 12 inch to 15 inch layers and compact each layer to 90 percent maximum density as determined by the Modified Proctor Test (ASTM D 1557). For aggregate or pavement surface, Grantee must place backfill in 9 inch maximum layers and compact each layer to 95 percent maximum density as determined by the Modified Proctor Test.
- g. After Grantee completes any construction or maintenance work, Grantee must restore Edison property as nearly as possible to its original condition. This includes grading and reseeding all disturbed lawn areas and replacing any damaged landscaping.

9. Abandonment If Grantee abandons any part of this easement, then within three months after the abandonment, Grantee must restore the abandoned part as nearly as possible to its original condition and give Edison a written recordable document concerning this abandonment.

10. Mortgage This easement is subject to an October 1, 1924, Mortgage between The Detroit Edison Company and Banker's Trust Company, a New York corporation, and all supplemental agreements to the Mortgage.

RECORDED R/W FILE NO. 268303

11. **Successors and Assigns** This easement runs with the land and binds and benefits Edison's and Grantee's successors and assigns.

12. **Additional Items:**

- a. Edison reserves the right to use a portion of the easement to build a distribution lead, if needed, in the future. If Edison requires the use of the easement area for construction or maintenance of it's facilities Edison or contractors will not be liable for any damage to the roadway. The grantee will be responsible for all repairs to the road.
- b. Trees and shrubs will not be allowed within the easement area.
- c. Fences or gates will not be allowed within the easement area.

Witnessed by: (type or print name under signature)

The Detroit Edison Company

Sharon M. Lollo
Sharon M. Lollo

By: Paul W. Potter
Paul W. Potter, Director
Corporate Real Estate Services

Elaine Clifford
Elaine Clifford

By: Richard Bennett

Sharon M. Lollo
Sharon M. Lollo

By: Sheila Bennett

Elaine Clifford
Elaine Clifford

Acknowledged before me in Wayne County, Michigan, on May 3, 2000, by Paul W. Potter, Director of Corporate Real Estate Services of The Detroit Edison Company, a Michigan corporation, for the corporation.

SHARON LOLLO
Notary Public, Wayne County
Acting in Livingston Co., MI
My Commission Expires Dec, 5, 2003

Notary's Stamp: _____ Notary's Signature: Sharon Lollo
(Notary's name, county and date commission expires)

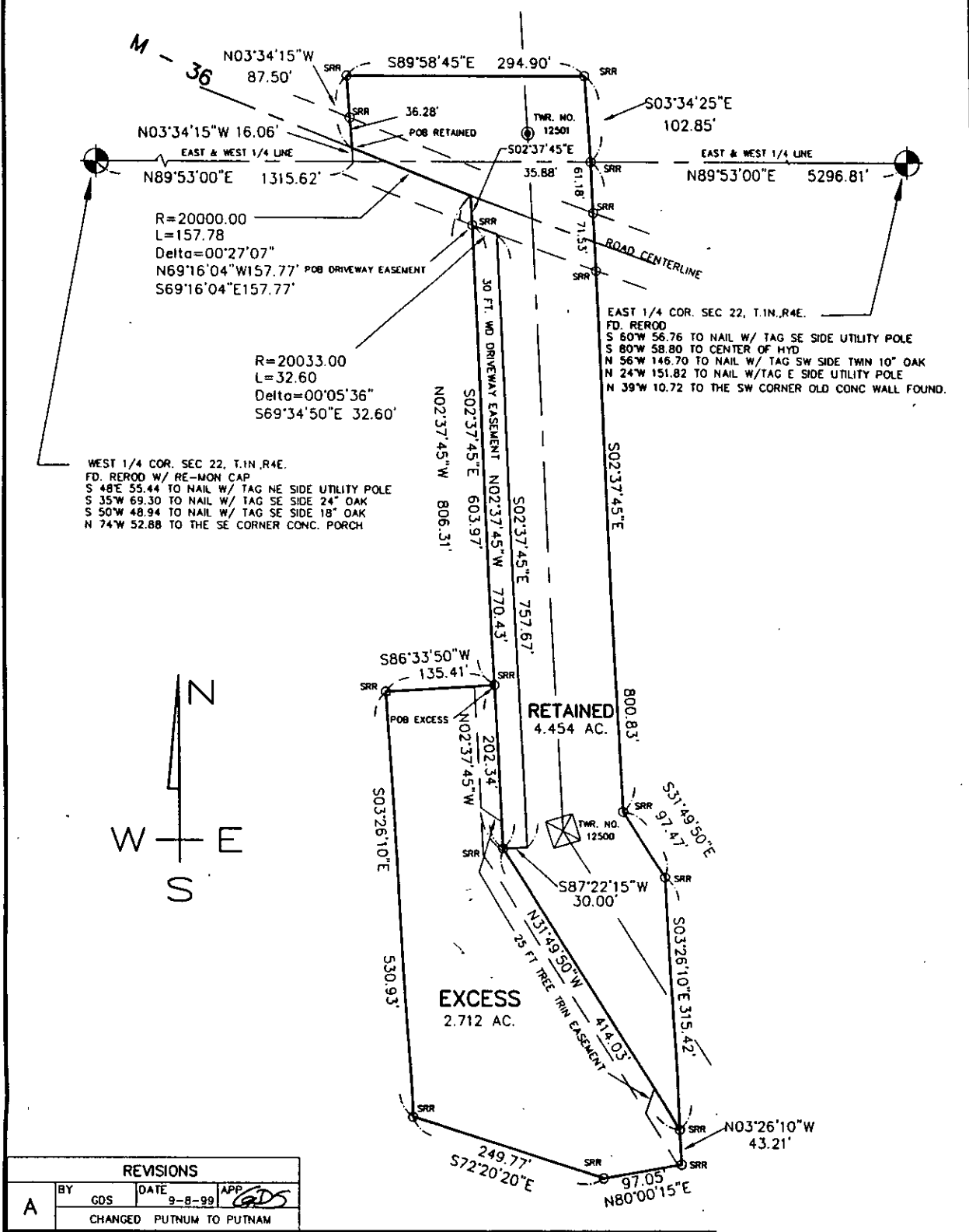
Acknowledged before me in Wayne County, Michigan on May 3, 2000, by Richard and Sheila Bennett, husband and wife.

SHARON LOLLO
Notary Public, Wayne County
Acting in Livingston Co., MI
My Commission Expires Dec, 5, 2003

Notary's Stamp: _____ Notary's Signature: Sharon Lollo
(Notary's name, county and date commission expires)

Prepared By: George H. Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226

CERTIFICATE OF SURVEY

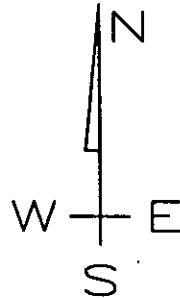


$R=20000.00$
 $L=157.78$
 $\Delta=00^{\circ}27'07''$
 $N69^{\circ}16'04''W 157.77'$ POB DRIVEWAY EASEMENT
 $S69^{\circ}16'04''E 157.77'$

$R=20033.00$
 $L=32.60$
 $\Delta=00^{\circ}05'36''$
 $S69^{\circ}34'50''E 32.60'$

WEST 1/4 COR. SEC. 22, T.1N., R.4E.
 FD. REROOD W/ RE-MON CAP
 $S 48^{\circ}E 55.44'$ TO NAIL W/ TAG NE SIDE UTILITY POLE
 $S 35^{\circ}W 69.30'$ TO NAIL W/ TAG SE SIDE 24" OAK
 $S 50^{\circ}W 48.94'$ TO NAIL W/ TAG SE SIDE 18" OAK
 $N 74^{\circ}W 52.88'$ TO THE SE CORNER CONC. PORCH

EAST 1/4 COR. SEC. 22, T.1N., R.4E.
 FD. REROOD
 $S 60^{\circ}W 56.76'$ TO NAIL W/ TAG SE SIDE UTILITY POLE
 $S 80^{\circ}W 58.80'$ TO CENTER OF HYD
 $N 56^{\circ}W 146.70'$ TO NAIL W/ TAG SW SIDE TWN 10" OAK
 $N 24^{\circ}W 151.82'$ TO NAIL W/TAG E SIDE UTILITY POLE
 $N 39^{\circ}W 10.72'$ TO THE SW CORNER OLD CONC WALL FOUND.



REVISIONS			
A	BY GDS	DATE 9-8-99	APP GDS
CHANGED PUTNUM TO PUTNAM			

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARDS OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1:_____ AND THAT ALL APPLICABLE REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED BY P.A. 24 OF 1988, HAVE BEEN COMPLIED WITH.

SURVEYOR *Gregory D. Stephens* PS NO. 29252 DATE 8-31-99

Detroit Edison SYSTEM PROJECTS & ENGINEERING	LOCATION SURVEY OF PART OF THE W. 1/2 OF SEC. 22, T 1 N., R 4 E., PUTNAM TWP., LIVINGSTON COUNTY, MICHIGAN.	LEGEND R. = RECORDED I.P. = IRON PIPE M. = MEASURED RR = RE-ROD C. = CALCULATED MON. = MONUMENT	
	MAJESTIC COHOCTAH CORR	JOB NUMBER 9905138	
SCALE 1 INCH = 150 FEET	DRAWN BY GDS	SURVEY ENGINEER GDS	
		DATE OF SURVEY	DRAWING NO. SE 1117 - 74

RECORDED R/W FILE NO. **268303**

DESCRIPTION

EXCESS PARCEL

A parcel of land being part of the West 1/2 of Section 22, Town 1 North, Range 4 East, Putnam Township, Livingston County, Michigan. Described as: Commencing at the West 1/4 corner of said Section 22; thence North 89°53'00" East, 1315.62 feet, along the East-West 1/4 line of Section 22; thence North 03°34'15" West, 16.06 feet, to the centerline of M-36; thence along the arc of a curve the left having an arc distance of 157.78 feet with a central angle of 00°27'07" and a radius of 20000.00 feet and a chord bearing and distance of South 69°16'04" East, 157.77 feet, along the centerline of M-36; thence South 02°37'45" East, 603.97 feet, to the POINT OF BEGINNING;
 Thence South 86°33'50" West, 135.41 feet; Thence South 03°26'10" East, 530.93 feet; Thence South 72°20'20" East, 249.77 feet; Thence North 80°00'15" East, 97.05 feet; Thence North 03°26'10" West, 43.21 feet; Thence North 31°49'50" West, 414.03 feet; Thence North 02°37'45" West, 202.34 feet, to the point of beginning.
 Containing 2.712 acres of land.

RESERVING TO GRANTOR, its successors and assigns, all subsurface oil and gas and other mineral rights over all the above-described land. Grantor or assigns may not drill any wells, or build any structures or tanks on or under the above-described land. Grantor or assigns has the right to use the above-described land only for subsurface operations for minerals. Grantor or assigns must comply with all applicable governmental laws and rules in using the above-described land.

Also a 25 foot wide tree trimming easement, lying adjacent to and parallel with the Easterly side of the above described property, The easement is for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities.



Together with a ingress egress easement described as: Commencing at the West 1/4 corner of said Section 22; thence North 89°53'00" East, 1315.62 feet, along the East-West 1/4 line of Section 22; thence North 03°34'15" West, 16.06 feet, to the centerline of M-36; thence along the arc of a curve the left having an arc distance of 157.78 feet with a central angle of 00°27'07" and a radius of 20000.00 feet and a chord bearing and distance of South 69°16'04" East, 157.77 feet, along the centerline of M-36; thence South 02°37'45" East, 35.88 feet, to the POINT OF BEGINNING; Thence along the arc of a curve the left having a distance of 32.60 feet with a central angle of 00°05'36" and a radius of 20033.00 feet and a chord bearing and distance of South 69°34'50" East, 32.60 feet; Thence South 02°37'45" East, 757.67 feet; Thence South 87°22'15" West, 30.00 feet; Thence North 02°37'45" West, 770.43 feet, to the point of beginning.

RETAINED PARCEL

A parcel of land being part of the West 1/2 of Section 22, Town 1 North, Range 4 East, Putnam Township, Livingston County, Michigan. Described as: Commencing at the West 1/4 corner of said Section 22; thence North 89°53'00" East, 1315.62 feet, along the East-West 1/4 line of Section 22; thence North 03°34'15" West, 16.06 feet, to the centerline of M-36, to the POINT OF BEGINNING; Thence North 03°34'15" West, 87.50 feet; Thence South 89°58'45" East, 294.90 feet; Thence South 03°34'25" East, 102.85 feet, to a point on the East-West 1/4 line of said Section 22; Thence South 02°37'45" East, 800.83 feet; Thence South 31°49'50" East, 97.47 feet; Thence South 03°26'10" East, 315.42 feet; Thence North 31°49'50" West, 414.03 feet; Thence North 02°37'45" West, 806.31 feet, to a point on the centerline of M-36; Thence along the arc of a curve the right having an arc distance of 157.78 feet with a central angle of 00°27'07" and a radius of 20000.00 feet and a chord bearing and distance of North 69°16'04" West, 157.77 feet, along the centerline of M-36 to the point of beginning. Containing 4.454 acres of land.

Subject to a ingress egress easement described as: Commencing at the West 1/4 corner of said Section 22; thence North 89°53'00" East, 1315.62 feet, along the East-West 1/4 line of Section 22; thence North 03°34'15" West, 16.06 feet, to the centerline of M-36; thence along the arc of a curve the left having a distance of 157.78 feet with a central angle of 00°27'07" and a radius of 20000.00 feet and a chord bearing and distance of South 69°16'04" East, 157.77 feet, along the centerline of M-36; thence South 02°37'45" East, 35.88 feet, to the POINT OF BEGINNING; Thence along the arc of a curve the left having a distance of 32.60 feet with a central angle of 00°05'36" and a radius of 20033.00 feet and a chord bearing and distance of South 69°34'50" East, 32.60 feet; Thence South 02°37'45" East, 757.67 feet; Thence South 87°22'15" West, 30.00 feet; Thence North 02°37'45" West, 770.43 feet, to the point of beginning.
 Subject to the right of the public over that part know as Highway M-36 (66 ft. wd.).

RECORDED R/W FILE NO. 28303

Detroit Edison SYSTEM PROJECTS & ENGINEERING	LOCATION SURVEY OF PART OF THE W. 1/2 OF SEC. 22, T 1 N., R 4 E., PUTNAM TWP., LIVINGSTON COUNTY, MICHIGAN.		 REV. "A" SHEET 2 OF 2
	MAJESTIC COHOCTAH CORR		
	DRAWN BY GO STEPHENS	SURVEY ENGINEER 	DATE OF SURVEY DRAWING NO. SE 1117 - 74

APPROVED AS TO FORM 4/27/2000 DATE
LEGAL DEPARTMENT [Signature]