

For good and valuable considerations, the right is hereby granted to The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226, its successors and assigns, to construct, reconstruct, operate and maintain its underground lines for the transmission and distribution of electricity and Company communication facilities including the necessary conduits, fixtures, cables and cable poles, manholes and equipment under and across the property described hereinafter. The rights hereby granted include the right of access to and from the said premises, the right to construct, reconstruct, modify, operate and maintain said line facilities, and to trim or cut down any trees belonging to the grantor, either within said right of way or upon the lands of the grantor adjoining said right of way which, in the opinion of the grantee, at any time interfere with the construction and operation of said line facilities. It is expressly understood and agreed that the grantee shall, at no time, trim or cut down any trees unless, in the grantee's opinion, it is absolutely necessary to do so. Upon the written consent of the grantee, buildings or structures may be placed within said right of way. This grant shall be binding upon the successors and assigns of the grantors. The Company shall reimburse the grantors and assigns for all damage caused by its men, vehicles and equipment in entering said property for the purposes set forth herein.

1-10
17
(1)

The property over which this grant is conveyed is situated in the City of Southfield

County of Oakland, State of Michigan and further described as follows:

All that part of the northwest 1/4 of Section 17, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, and all that part of Lots 28, 29, 30, Supervisor's Plat No. 3, City of Southfield, Oakland County, Michigan, as recorded in Liber 52 on Page 43 of Plats, Oakland County Records, described as: Beginning at a point in the northerly line of Northwestern Highway (318 ft. wide) which point is distant North 63°51'22" West, 56.74 feet along the northerly line of Northwestern Highway extended from its intersection with the North and South 1/4 line of said Section 17; thence along the northerly line of said highway North 63°51'22" West, 2228.33 feet, thence North 1°45'2" West, 7.47, to southwest corner of West portion of said Lot 30, thence along the South line of West portion of said Lot 30, North 88°56'41" East, 386.27 feet, thence along the centerline of Case Road, 50 feet wide, extended southerly North 2°0'16" West, 49.50 feet thence along North line of West portion of said Lot 30, North 88°56'57" East, 277.44 feet thence North 2°59'21" West, 16.50 feet, thence along North line of East part of said Lot 30, North 88°57'04" East, 1304.16 feet thence along West line of Lockdale Avenue as now established, 86 feet wide, South 2°14'00" East, 325.43 feet, thence along the southerly line of said Supervisor's Plat No. 3, North 89°03'30" East, 39.10 feet thence South 02°27'45" East, 742.63 feet, thence South 87°45'14" West, 48.99 feet, thence South 02°14'45" East, 22.97 to point of beginning and containing 26.4020 acres of land being subject to easements of records.

As shown on attached drawing #0-7361, dated 4-19-82 and made a part thereof. More particularly described on the attached Appendix "A" #24-17-176-005 & 006

Witness: Cindy L. Hill

Cindy L. Hill

Sandra J. Songer

Sandra J. Songer

(Signed) A Michigan Co-Partnership

Milford Nemer

Milford Nemer, Partner

26877 Northwestern

Suite 101

Southfield, MI 48037

Prepared By:

James McDonald

The Detroit Edison Company

30400 Telegraph Road

Birmingham, Michigan 48010

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

On this 20th day of May, A.D. 1982, before the undersigned, a Notary Public in and for said County, personally appeared

Milford Nemer, Partner X OF FORBES COHEN / NEMER ASSOCIATES

known to me to be the person _____ who executed the foregoing instrument and acknowledged the same to be _____ free act and deed of said co-partnership.

SANDRA JEAN SONGER
Notary Public, Oakland County, Mich.
My Commission Expires: Aug. 15, 1983

Notary Public, Oakland County, Michigan

APPROVED AS TO FORM 8-24-82 DAY
LEGAL DEPARTMENT Greger

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS & RECORDS

82 AUG 31 11:11

345222

13.00
per

Witnesses:

WINEMAN INVESTMENT COMPANY
A Michigan Corporation

Annmarie Demyan
ANNMARRY DEMYAN

James H. Wineman, President
JAMES H. WINEMAN

Doris Wilson
DORIS WILSON

Henry Wineman II, Sec.
HENRY WINEMAN II, SEC.

STATE OF MICHIGAN)
COUNTY OF Wayne) SS:

On this 2nd day of August 1982, before me, the subscriber, a notary public in and for said County, appeared James H. Wineman and Henry Wineman II to me personally known, who being by me duly sworn did say that they are the President and Secretary of Wineman Investment Co. and said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and James H. Wineman and Henry Wineman II acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: _____

Annmarie Demyan
Notary Public, _____ County, Michigan
ANNMARRY DEMYAN
Notary Public, Wayne County, Michigan
My Commission Expires December 23, 1985

Witnesses:

CLARE W. ARNFELD
A Michigan Co-Partnership

Annmarie Demyan
ANNMARRY DEMYAN
Doris Wilson
DORIS WILSON

Clare W. Arnfeld
CLARE W. ARNFELD

STATE OF MICHIGAN)
COUNTY OF Wayne) SS:

Personally came before me this 10th day of August 1982, Clare W. Arnfeld General Partner of the above named Michigan Co-Partnership, to me known to be the person who executed the foregoing instrument and to me known to be such General Partner of said Michigan Co-Partnership, and acknowledged that he executed the foregoing instrument as such General Partner as the free act and deed of said Michigan Co-Partnership.

My Commission Expires: _____

Annmarie Demyan
Notary Public, _____ County, Michigan
ANNMARRY DEMYAN
Notary Public, Wayne County, Michigan
My Commission Expires December 23, 1985

34522

Witnesses:

Annmary Demyan
ANNMARY DEMYAN
Doris Wilson
DORIS WILSON

John H. Wineman
John H. Wineman
Jennifer F. Wineman
Jennifer F. Wineman

STATE OF MICHIGAN)
COUNTY OF Wayne) SS:

On this 2nd day of August 1982, before me, the undersigned, a notary public in and for said county, personally appeared John H. Wineman and Jennifer F. Wineman ^{his wife} known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

My Commission Expires: _____

Annmary Demyan
Notary Public, _____ County, Michigan
ANNMARY DEMYAN
Notary Public, Wayne County, Michigan
My Commission Expires December 23, 1985

Witnesses:

Annmary Demyan
ANNMARY DEMYAN
Doris Wilson
DORIS WILSON

Henry Wineman II
Henry Wineman II
Gertrude K. Wineman
Gertrude K. Wineman

STATE OF MICHIGAN)
COUNTY OF Wayne) SS:

On this 2nd day of August 1982, before me, the undersigned, a notary public in and for said county, personally appeared Henry Wineman II and Gertrude K. Wineman ^{his wife} known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

My Commission Expires: _____

Annmary Demyan
Notary Public, _____ County, Michigan
ANNMARY DEMYAN
Notary Public, Wayne County, Michigan
My Commission Expires December 23, 1985

Witnesses:

Annmary Demyan
ANNMARY DEMYAN
Doris Wilson
DORIS WILSON

Constance W. Jacob
Constance W. Jacob

STATE OF MICHIGAN)
COUNTY OF Wayne) SS:

On this 2nd day of August 1982, before me, the undersigned, a notary public in and for said county, personally appeared Constance W. Jacob known to me to be the person who executed the foregoing instrument, and acknowledged the same to be her free act and deed.

My Commission Expires: _____

Annmary Demyan
Notary Public, _____ County, Michigan
ANNMARY DEMYAN
Notary Public, Wayne County, Michigan
My Commission Expires December 23, 1985

34522

Witnesses:

Annmary Demyan
ANNMARY DEMYAN

Arthur Q. Davis
Arthur Q. Davis

Doris Wilson
DORIS WILSON

Mary W. Davis
Mary W. Davis

STATE OF MICHIGAN)
COUNTY OF Wayne) SS:

On this 10th day of August 1982, before me, the undersigned, a notary public in and for said county, personally appeared Arthur Q. Davis and Mary W. Davis, HIS WIFE known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

My Commission Expires: _____

Annmary Demyan
Notary Public, _____ County, Michigan
ANNMARY DEMYAN
Notary Public, Wayne County, Michigan
My Commission Expires December 23, 1985

Witnesses:

Annmary Demyan
ANNMARY DEMYAN

James H. Wineman
James H. Wineman

Doris Wilson
DORIS WILSON

Constance R. Wineman
Constance R. Wineman

STATE OF MICHIGAN)
COUNTY OF Wayne) SS:

On this 2nd day of August 1982, before me, the undersigned, a notary public in and for said county, personally appeared James H. Wineman and Constance R. Wineman, HIS WIFE known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

My Commission Expires: _____

Annmary Demyan
Notary Public, _____ County, Michigan
ANNMARY DEMYAN
Notary Public, Wayne County, Michigan
My Commission Expires December 23, 1985

34522

APPENDIX "A"

All that part of the N.W. 1/4 of Section 17, T.1N., R.10E., City of Southfield, Oakland County, Michigan and all that part of the West portion of Lot 30, "SUPERVISOR'S PLAT NO. 3", City of Southfield, Oakland County, Michigan, as recorded in Liber 52 of Plats Page 43, Oakland County Records, described as:

Beginning at a point in the Northerly line of Northwestern Highway, 318 feet wide, which point is distant N.63° 51' 22" W. 1815.30 feet along the Northerly line of said Northwestern Highway extended, from its intersection with the North and South 1/4 line of said Section 17; thence continuing along the Northerly line of said Highway N. 63° 51' 22" W. 10.37 feet; thence 219.59 feet along the arc of a curve to the left whose radius is 993.00 feet, central angle is 12° 40' 12" and whose long chord bears N. 04° 19' 50" E. 219.14 feet ; thence N. 02° 00' 16" W. 36.78 feet; thence N. 88° 56' 57" E. 10.00 feet; thence S. 02° 00' 16" E. 28.00 feet; thence N. 87° 59' 44" E. 6.00 feet; thence S. 02° 00' 16" E. 10.00 feet; thence S. 87° 59' 44" W. 6.00 feet; thence 223.18 feet along the arc of a curve to the right whose radius is 1003.00 feet, central angle is 12° 44' 56" and whose long chord bears S. 04° 26' 57" W. 222.72 feet to the point of beginning.

34522

Lawyers Title Insurance Corporation

A STOCK COMPANY
Home Office—Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective date April 15, 1982 at 8:00 A. M.

Case No. T79-64844-F

2. Policy or policies to be issued:

(a) ALTA Owner's Policy—Form B-1970 (Rev. 10-17-70)
Proposed insured:

Amount \$ 1,300,000.00

FORBES COHNE/NEMER ASSOCIATES, A MICHIGAN CO-PARTNERSHIP (PURCHASER)

(b) ALTA Loan Policy, 1970 (Rev. 10-17-70)
Proposed insured:

Amount \$ _____

(c)
Proposed insured:

Amount \$ _____



3. Title to the **fee simple**

estate or interest in the land

described or referred to in this Commitment is at the effective date hereof vested in:
Clare W. Arnfeld Co., a Michigan Co-Partnership, 1/3 interest,
James H. Wineman, 1/6 interest, Constance R. Wineman, 1/6 interest,
Arthur Q. Davis, 1/12 interest, Mary W. Davis, 1/12 interest,
Constance W. Jacob, 1/18 interest, Henry Wineman II, 1/18 interest,
John H. Wineman, 1/18 interest as to Parcels 1 and 2, and Wineman
Investment Co., a Michigan Corporation, as to Parcel 3 (Titleholder)

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

See Attached Page 2.

FOR INFORMATION CALL: 649-3322

Countersigned at TROY METRO CENTER

M. Paul

Authorized Officer or Agent

Form No. 91-88 (SCH. A)

EXAMINING MATTERS:

Marlowe Straka

4/28/82

Schedule A—Page 1—No. **BB 862235**

(over)

34522

Lawyers Title Insurance Corporation

A Stock Company

Home Office ~ Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."



Lawyers Title Insurance Corporation

Robert C. Dawson

President

Attest:

Roy G. Mitchell

Secretary.

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia Case No. T79-64844-F

SCHEDULE A cont'd.

Land in the City of Southfield, County of Oakland, State of Michigan, described as:

PARCEL 1:

All that part of the Northwest quarter of Section 17, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as:

Beginning at a point in the Northerly line of Northwestern Highway 318 feet wide which point is distant North 63 degrees 51 minutes 22 seconds West, 1524.51 feet along the Northerly line of Northwestern Highway extended from its intersection with the North and South one-quarter line of said Section 17; thence along the Northerly line of said Highway North 63 degrees 51 minutes 22 seconds West, 760.56 feet, thence North 1 degree 45 minutes 02 seconds West, 7.47 feet to the Southwest corner of the West portion of Lot 30 of "Supervisor's Plat No. 4" as recorded in Liber 52 of Plats, Page 43, Oakland County Records; thence along the South line of the West portion of said Lot 30, North 88 degrees 56 minutes 41 seconds East, 664.56 feet; thence along the West line of the East part of said Lot 30 and the West line of Lots 29 and 28 of said "Supervisor's Plat No. 3" and its extension Southerly, South 2 degrees 59 minutes 21 seconds East, 355.31 feet to the point of beginning, and containing 2.76649 acres of land, more or less.

And

PARCEL 2:

All that part of the Northwest 1/4 of Section 17, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as:

Beginning at a point in the Northerly line of Northwestern Highway 318 feet wide, which point is distant, North 63 degrees 51 minutes 22 seconds West 56.74 feet along the Northerly line of Northwestern Highway extended from its intersection with the North and South 1/4 line of said Section 17; thence along the Northerly line of said highway North 63 degrees 51 minutes 22 seconds West 1467.77 feet; thence along the West line extended Southerly of Supervisor's Plat No. 3, as recorded in Liber 52 of Plats, Page 43, Oakland County Records, North 2 degrees 59 minutes 21 seconds West 98.20 feet; thence along the South line of Lot 28 of said Supervisor's Plat No. 3, North 89 degrees 03 minutes 30 seconds East 1339.05 feet; thence South 2 degrees 27 minutes 45 seconds East 742.63 feet; thence South 87 degrees 45 minutes 15 seconds West 48.99 feet; thence South 2 degrees 14 minutes 45 seconds East 22.97 feet to the point of beginning and containing 13.63094 acres of land, more or less.

See attached Page 3.

Schedule A Page 2 ~~XXX~~

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

Case No. T79-64844-F

SCHEDULE A cont'd.

And

PARCEL 3:

Lots 28, 29 and 30 except the Westerly 386.35 feet of Lot 30, all in Supervisor's Plat No. 3, Township 1 North, Range 10 East, Section 17, City of Southfield, Oakland County, Michigan, as recorded in Liber 52 of Plats, Page 43, Oakland County Records.

Subject property is also described as follows:

✓ Legal Description of Total Parcel:

All that part of the Northwest 1/4 of Section 17, Town 1 North, Range 10 East, and all that part of Lots 28, 29 and 30, Supervisor's Plat No. 3, according to the plat thereof recorded in Liber 52, Page 43 of Plats, Oakland County Records, described as: Beginning at a point in the Northerly line of Northwestern Highway, 318 feet wide, which point is distant North 63 degrees 51 minutes 22 seconds West 56.74 feet along the Northerly line of said Northwestern Highway, extended, from its intersection with the North and South 1/4 line of said Section 17; thence continuing along the Northerly line of said Highway North 63 degrees 51 minutes 22 seconds West 2228.33 feet; thence North 01 degree 45 minutes 02 seconds West 7.47 feet to the Southwest corner of the West portion of said Lot 30 of Supervisors Plat No. 3; thence along the South line of the West portion of said Lot 30 North 88 degrees 56 minutes 41 seconds East 386.27 feet; thence along the centerline of Cass Road, 50 feet wide, extended Southerly North 02 degrees 00 minutes 16 seconds West 49.50 feet; thence along the North line of the West portion of said Lot 30 North 88 degrees 56 minutes 57 seconds East 277.44 feet; thence North 02 degrees 59 minutes 21 seconds West 16.50 feet; thence along the North line of the East portion of said Lot 30, North 88 degrees 57 minutes 04 seconds East 1304.16 feet; thence along the West line of Lockdale Road, as now established, 86 feet wide, South 02 degrees 14 minutes 00 seconds East 325.45 feet; thence along the Southerly line of said Supervisor's Plat No. 3, North 89 degrees 03 minutes 30 seconds East 39.10 feet; thence South 02 degrees 27 minutes 45 seconds East 742.63 feet; thence South 87 degrees 45 minutes 14 seconds West 48.99 feet; thence South 02 degrees 14 minutes 45 seconds East 22.97 feet to the point of beginning, containing 1,150,061 square feet or 26.402 acres of land, more or less, and is also described as:

See attached Page 4.

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

Case No. T79-64844-F

SCHEDULE A cont'd.

Legal Description of Phase 1:

All that part of the Northwest 1/4 of Section 17, Town 1 North, Range 10 East and all that part of Lots 28, 29 and 30, Supervisor's Plat No. 3, according to the plat thereof recorded in Liber 52, Page 43 of Plats, Oakland County Records, described as: Beginning at a point in the Northerly line of Northwestern Highway, 318 feet wide, which point is distant North 63 degrees 51 minutes 22 seconds West 56.74 feet along the Northerly line of said Northwestern Highway extended, from its intersection with the North and South 1/4 line of said Section 17; thence continuing along the Northerly line of said Highway North 63 degrees 51 minutes 22 seconds West 624.78 feet; thence North 01 degree 02 minutes 56 seconds West 306.31 feet; thence South 88 degrees 57 minutes 04 seconds West 79.92 feet; thence North 01 degree 02 minutes 56 seconds West 280.00 feet; thence North 88 degrees 57 minutes 04 seconds East 79.92 feet; thence North 01 degree 02 minutes 56 seconds West 220.00 feet to a point on the North line of the East portion of said Lot 30; thence North 88 degrees 57 minutes 04 seconds East along the North line of the East portion of said Lot 30, 540.08 feet; thence along the West line of Lockdale Road, as now established, 86 feet wide, South 02 degrees 14 minutes 00 seconds East 325.43 feet; thence along the Southerly line of said Supervisor's Plat No. 3 North 89 degrees 03 minutes 30 seconds East 39.10 feet; thence South 02 degrees 27 minutes 45 seconds East 742.63 feet; thence South 87 degrees 45 minutes 14 seconds West 48.99 feet; thence South 02 degrees 14 minutes 45 seconds East 22.97 feet to the point of beginning, containing 575,030 square feet or 13.201 acres of land, more or less.

See attached Page 5.

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

Case No. T79-64844-F

SCHEDULE A cont'd.

Legal Description of Phase 2:

All that part of the Northwest 1/4 of Section 17, Town 1 North, Range 10 East, and all that part of Lots 28, 29 and 30, Supervisor's Plat No. 3, according to the plat thereof recorded in Liber 52, Page 43 of Plats, Oakland County Records, described as: Beginning at a point in the Northerly line of Northwestern Highway 318 feet wide, which point is distant North 81 degrees 51 minutes 22 seconds West 681.52 feet along the Northerly line of said Northwestern Highway extended from its intersection with the North and South 1/4 line of said Section 17; thence continuing along the Northerly line of said Highway North 63 degrees 51 minutes 22 seconds West 1603.55 feet; thence North 02 degree 45 minutes 02 seconds West 7.47 feet to the Southwest corner of the West portion of said Lot 30 of Supervisor's Plat No. 3; thence along the South line of the West portion of said Lot 30, North 62 degrees 56 minutes 41 seconds East 386.27 feet; thence along the centerline of Cass Road, 50 feet wide, extended South North 02 degrees 00 minutes 16 seconds West 49.50 feet; thence along the North line of the West portion of said Lot 30, North 88 degrees 56 minutes 57 seconds East 277.44 feet; thence North 02 degrees 59 minutes 31 seconds West 16.50 feet; thence along the North line of the East portion of said Lot 30, North 88 degrees 57 minutes 04 seconds East 764.08 feet; thence South 01 degree 02 minutes 56 seconds East 220.00 feet; thence South 88 degrees 57 minutes 04 seconds West 79.92 feet; thence South 01 degree 02 minutes 56 seconds East 280.00 feet; thence North 88 degrees 57 minutes 04 seconds East 79.92 feet; thence South 01 degree 02 minutes 56 seconds East 306.31 feet to the point of beginning, containing 575.031 square feet or 13.201 acres of land, more or less.

Lawyers Title Insurance Corporation

A STOCK COMPANY

Home Office—Richmond, Virginia

Case No. T79-64844-F

SCHEDULE B—Section 1

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Item (c). Deed from the TITLE HOLDER(s) vesting fee simple title in the PURCHASER(s).

WIFE(S) IF ANY, TO JOIN IN THE ABOVE REQUIRED INSTRUMENT(S) TO RELEASE DOWER INTERESTS.

Item (d). County Tax - 1981 Paid
City Tax - 1981 Paid

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES:

FOR ALL MORTGAGE POLICIES:

Requirement: Estoppel certificate on form provided by the Company, signed by or on behalf of all mortgagors; acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

FOR A.L.T.A. MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements, releases and waivers of lien in connection with improvements made on subject land which might create mechanics' and materialmen's lien rights, or satisfactory evidence that no such improvements have been made.

Requirement: Satisfactory survey by an approved surveyor showing no variations in location or dimensions, encroachments or adverse rights; and such evidence of possession as may be required.

If any requirement is not satisfied, the policy will be issued subject to the exception which would have been eliminated by compliance therewith. The policy will also contain exceptions as to any matters affecting the title to subject land which may arise after the date hereof and are not disposed of to the satisfaction of the Company. This commitment is subject to the exclusions from coverage and the provisions of the conditions and stipulations contained in the form of policy requested by the applicant. Owner's Policies and Mortgage Policies with exceptions will be issued with the standard exceptions set forth below.

STANDARD EXCEPTIONS INCLUDED IN SCHEDULE B OF:

Owner's Policies:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanics' liens not of record.
4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing of record in the chain of title, but omitting those, if any, based on race, color, religion or national origin.

Mortgage Policies with exceptions:

1. Rights or claims of parties in possession not shown of record.
2. Mechanics' liens not of record.
3. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.

CONDITIONS APPLICABLE TO ALL COMMITMENTS:

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the register of deeds for the county in which the subject land is located, the policy will contain an exception providing that there shall be no liability thereunder for loss or damage arising from failure to evidence such estate or interest of record.

This commitment is delivered and accepted upon the understanding that the party to be insured has no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting subject land other than those set forth herein and in the title insurance application. Failure to disclose such information shall render this commitment, and any policy issued pursuant thereto, null and void as to such defect, objection, lien or encumbrance.

NOTE: WHEN THE REQUIREMENTS HAVE BEEN SATISFIED, PLEASE ORDER THE POLICY ON THE ATTACHED FORM.

Lawyers Title Insurance Corporation

A STOCK COMPANY

Home Office - Richmond, Virginia

Case No. T79-64844-F

SCHEDULE B-Section 2

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Schedule B-Section 2-Page 1

**STANDARD FORM
COMMITMENT**



Lawyers Title
Insurance Corporation
A Stock Company
Home Office
Richmond, Virginia

APPLICATION FOR RIGHT OF WAY
DE FORM 45 80 5-74 55

PLEASE SECURE RIGHT OF WAY AS FOLLOWS.

DATE April 19, 1982

LOCATION Northwestern Hwy. and Case St. (Extended)

APPLICATION NO. 0-7361

CITY OR VILLAGE City of Southfield

DEPT ORDER NO. _____

TOWNSHIP Southfield COUNTY Oakland

O F W NO _____

DATE BY WHICH RIGHT OF WAY IS WANTED May 28, 1982

BUDGET ITEM NO _____

THIS R/W IS _____% 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.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED Recorded underground easement

for cable and switch cabinet.

PURPOSE OF RIGHT OF WAY Serve new office building

SIGNED [Signature] /Supervisor

Oakland Division Headquarters Service Plng.

OFFICE DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Recordable R/W secured as shown on the attached sketch.

Contacts by J. McDonald, R/E, R/W & Claims

Permits to SP - 1

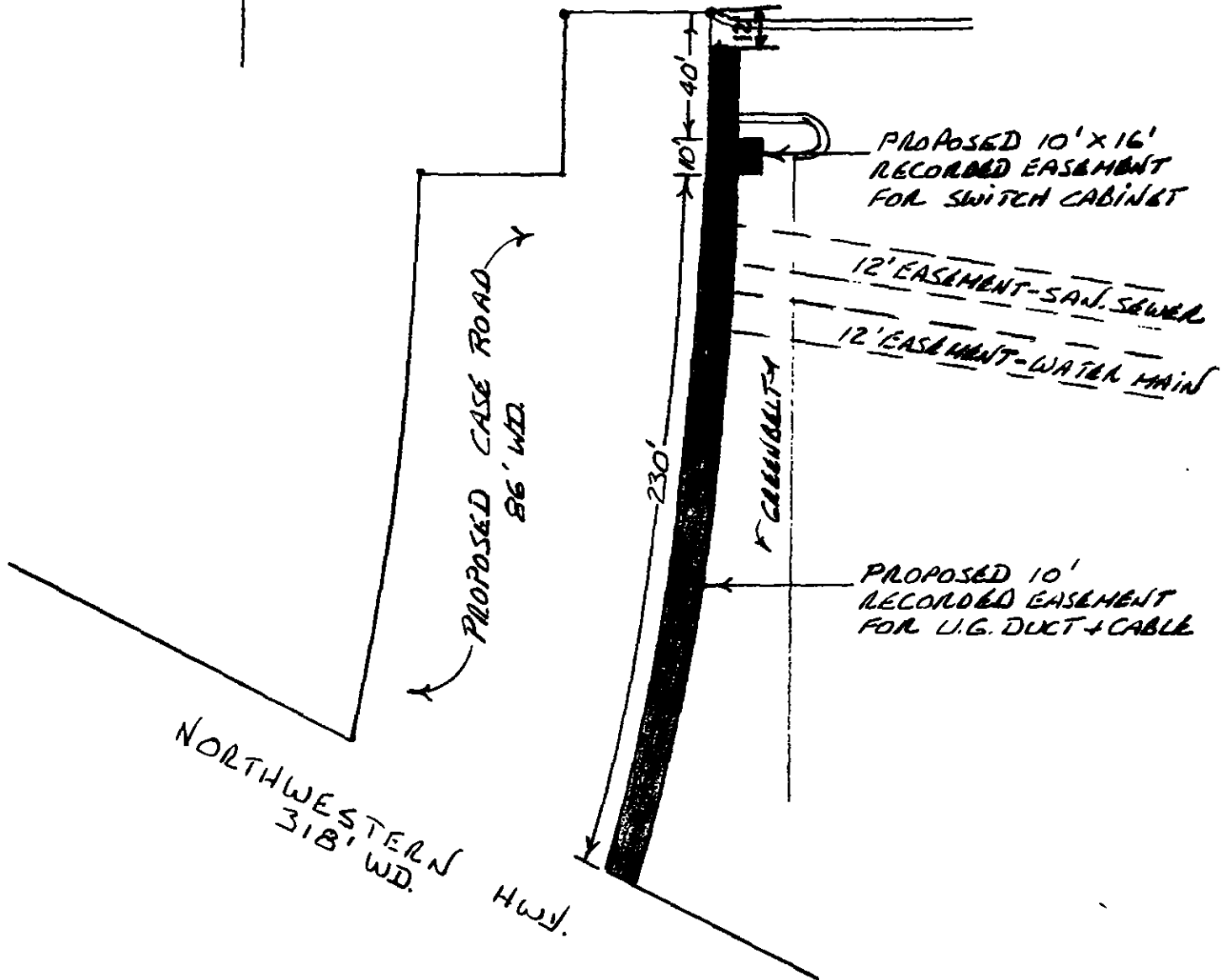
PERMITS IN RECORD CENTER 1 R.E. & R/W DEPT. FILE GRANTOR Forbes Cohn/Memar Assoc.

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

DATE 8/30/82 SIGNED [Signature]

JAMES A. ROBERTSON

RECEIVED
MAY 19 1982
3/15/82



THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT			
CITY OR TOWNSHIP SOUTHFIELD	COUNTY DAKLAND	CTR. & TWP. SECT. NO. NW. 1/4 SECT. 17	DEPT. ORDER NO.
MAP SECT. 1-280-364	TOWN IN	RANGE 10E	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
PROJECT NAME THE GALLERIA - 27700	TEL. ENGR' & DIST NORTHWESTERN		R/W NO. 0-7361
CIRCUIT 8081 AB BROOKS			PROJ. OR PART NO.
REASON NEW BUSINESS			OF W. S.O. OR P.E. NO.
PLANNER JOHN BAUM			BUDGET ITEM NO.
		SCALE 1" = 50'	DATE 4-19-82

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

7

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