

Date March 28th 1934

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations receipt of

which is hereby acknowledged WE hereby grant permission to THE DETROIT EDISON COMPANY its successors and assigns, to construct, operate and maintain during its corporate life, its lines for electric light and power, including the necessary poles, fixtures, guys and guy stubs, wires and equipment, and including also the right to trim or cut any trees along said lines, so as to keep the wires clear by at least eight feet, upon, over and across our

property located in Township of Novi

County of Oakland STREET AND VILLAGE, OR SECTION AND TOWNSHIP, State of Michigan, and described as

follows: The north half of the northwest quarter of Section 14, T.1 N., R.8 E. ~~except a parcel of land in the northwest corner thereof~~

The route of the lines shall be as follows: In a northerly and southerly direction across said land approximately 165 to 175 feet east of highway at west side of said land.

The Company shall reimburse us for all damage to growing crops, buildings or fences, caused by its men and teams and trucks in entering said property from time to time for the purposes set forth herein.

Upon thirty days written notice, the Company shall make such changes and alterations in the said lines as shall be necessary at the time to avoid interference with any improvements or buildings in course of erection on said property.

Witness:

Spencer S. Hadden
W. B. Hayes

(Signed) X

Eugene M. Root
Effie M. Root

(Accepted)

THE DETROIT EDISON COMPANY

By W. M. Sheridan
VICE-PRESIDENT

STATE OF MICHIGAN,

County of Oakland } S.S.

On this twenty-eighth day of March, A. D. 1934,

before the undersigned, a notary public in and for said county, personally appeared Eugene M. Root and Effie M. Root, his wife.

known to me to be the person s who executed the foregoing instrument and acknowledged the same to be their

(for E. M. Root).

GENERAL FILES

Spencer S. Hadden

Notary Public, Wayne County, Michigan
Acting in Oakland County

My commission expires March 16th 1935

FILED: Rightway Day (2/16)
7-1-1934

RECORDED RIGHT OF WAY NO. 9106

Notary Public

CROSS REFERENCE

NAME OR SUBJECT RECORDED RIGHT OF WAY NOS. 9106-9110 FILE NO.

REGARDING Indenture of Release (7311/775), Bankers DATE
Trust Company to The Detroit Edison Company,
covering release of right of way in Novi
Township.

6-30-78

SEE

NAME OR SUBJECT

FILE NO.

MORTGAGES - GENERAL AND REFUNDING

Release from Lien of Mortgage

Release No. 334



REAL ESTATE AND RIGHTS OF WAY DEPARTMENT

Date: October 26, 1978

To: Elaine Ryan
Records Center
130 G. O.

From: L. G. Sundstrom *lgs*
RE & R/W Coordinator
630 W.C.B.

Subject: Release of Rights of Way Permits Nos. 9106, 9107, 9108, 9109, 9110, 12193 and 12195-Section 14, Novi Township, Oakland County, Michigan Item #7-9-6B-B.

Attached for the Records Center are papers related to the above releases.

Please add these papers to the appropriate right of way file.

BAM
BAM/am

Attachments

cc: L. J. Haycock
L. P. Lucas
J. A. Robertson
R. L. Schulz
J. S. Wenger

b/9/16
-actual release

Date: March 3, 1978
To: L. G. Sundstrom
From: J. A. Robertson *JAR*
Subject: Twelve Oaks Mall - Section 14, Novi Twp., Oakland County
Item 7-9-6B-B

We have no objections to the release of the R/W permits numbered 9106, 9107, 9108, 9109, 9110, 12193 and 12195.

Please be advised that these are the only right-of-way permits that can be released at this time.

JAR/lis
CC: File

9106/9
Partial release

THE SYSTEM ENGINEERING DEPARTMENT HAS STATED THAT THEY HAVE NO INTEREST IN THE ABOVE DESCRIBED RIGHTS OF WAY.

Dayton Hudson Properties

777 Nicollet Mall - Minneapolis, Minnesota 55402
612-370-6803

January 27, 1978

Mr. Richard A. Gloger
RE & R/W Coordination
Detroit Edison
2000 Second Avenue
Detroit, Michigan 48226

Re: SCI - Novi

Dear Rick:

Following our telephone conversation a couple of days ago, I have once again reviewed all the material I had furnished to you in the past, and have attempted to update that information to more nearly correspond to our present property ownership situation. Accordingly, I have had a new Exhibit "A" prepared for attachment to the Quit Claim and Release form I sent to you previously. Please substitute the enclosure for the Exhibit "A" presently attached to that form.

Also enclosed is a revised drawing of our Novi property. That portion of it described in Exhibit "A" is outlined in red, and the easement and right-of-way rights over our property that are not to be released at this time are shown in yellow. The map also shows an existing Detroit Edison Easement fronting on Meadowbrook Road, which is located outside the area described in Exhibit "A".

If you compare the attached drawing with the one previously sent to you, you will notice that the current map shows somewhat less property within the red line. The reason for this is that we have deeded some of the property of the Center for roadway purposes. The first deed, granted to the Oakland County Board of Highway Commissioners, covers a 60 foot wide strip of land along Twelve Mile Road and along the eastern R.O.W. line of Novi Road, beginning at a red line drawn on the map entitled "County/State Taking" and continuing north to a point which is about 375 feet south of the intersection with Twelve Mile Road. Since we do not have a copy of this sale deed in our possession, Dave Ware of our Detroit office has been requested to see to it that a copy of it is furnished to you directly as soon as possible. You may expect to hear from Dave in the very near future.

9/10/78
-Rick Baker-

Mr. Richard Gloger
January 27, 1978
Page two

We have also deducted a portion of land at the SW corner of the center from the revised legal description. The reason for this is that the State Highway Commission is in the process of purchasing that land from us for an exit ramp off Interstate 94. That sale parcel includes an 80 foot wide "panhandle" extending north along the east side of Novi Road to the red line entitled "County/State Taking". Our deed, a copy of which is attached, and the sale is expected to close within the next two weeks. \ is in escrow at the title company,

You will also notice the change in the configuration of the property at the NW corner of the shopping center. This comes about as a result of an exchange of land between Novi Associates and a party by the name of Cooper. Copies of the two Warranty Deeds are enclosed for your review also.

You have also requested that we furnish you some evidence that Novi Associates owns the land covered by the proposed Quit Claim and Release. If I recall our conversation correctly, you mentioned that a title policy running to Novi Associates would be adequate to provide this evidence of ownership. You will find such a policy attached, under date of June 4, 1975. You will note that the legal description in the policy has been broken down into different Parcels, and each of those parcels has been identified in the margin by the name of the seller. These same sale parcels are also identified on the enclosed drawing. Hopefully, this policy will satisfy your needs with respect to evidence of ownership. If it does not, please notify me as soon as possible, and I will assemble the various deeds involved, all running to Novi Associates, and send copies of those deeds to you.

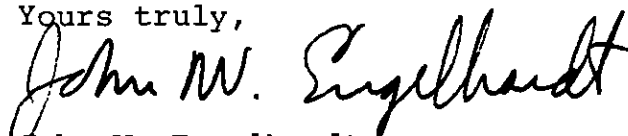
During our recent telephone conversation, I mentioned to you that we were in the process of platting the shopping center site, which includes somewhat more than half of the land outlined in red on the attached drawing. We hope to have this plat recorded by the end of February. Since you have indicated that it may take as long as four months before the subject easements can be released, it may be that the legal description of the release will have to be revised once again prior to its execution to show the platted lot and block numbers which will then comprise the proper legal description for the shopping center. Nevertheless, I presume that the legal description attached will be adequate for your needs as far as processing the vacation of the easements is concerned. Should this not be the case, please let me know at the earliest possible opportunity so that I may provide you with the information you need.

1/29/78
b/1016
copying letter

Mr. Richard Gloger
January 27, 1978
Page three

If you have any questions on the enclosures, or if you need additional material, please do not hesitate to contact me at any time.

Yours truly,



John W. Engelhardt
Property Administrator

JWE:sgf

Enclosures

cc: Joel Solomon
David Ware
Richard Yetke

RECORDED FROM CD 11 10 9106/9
Partial Release

RELEASE OF RIGHT OF WAY

THIS INDENTURE, made this *25th* day of *October*, 1978, between 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, hereinafter referred to as "EDISON" and DAYTON HUDSON PROPERTIES of 777 Nicollet Mall, Minneapolis, Minnesota, hereinafter referred to as "OWNER".

W I T N E S S E T H :

WHEREAS, EDISON was granted seven rights of way in the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, for the purpose of constructing, operating and maintaining its lines for the transmission and distribution of electric light and power, over, upon and across premises in the Township of Novi, Oakland County, Michigan, as follows:

<u>Grantor</u>	<u>Description</u>	<u>Liber</u>	<u>Page</u>
Root	The north half of the northwest quarter of Section 14, Town 1 North, Range 8 East.	41	548
Hicks	A parcel of land in the Southwest corner of the northwest quarter of Section 14, Town 1 North, Range 8 East, being 48 feet in width, north and south and 170 feet in length, east and west.	41	554
Fiesor	The north thirty acres of the south fifty acres of the northwest quarter of Section 14, Town 1 North, Range 8 East.	41	552
Smith	The north thirty acres of the south half of the northwest quarter of Section 14, Town 1 North, Range 8 East.	41	559
Goers	The west 5 acres of the south 20 acres of the northwest quarter of Section 14, Town 1 North, Range 8 East, except a parcel of land in the southwest corner thereof, being 48 feet in width, north and south, and 170 feet in length, east and west.	41	556
Boldt	Lots 8, 9, 10, 11, 12, 13, and 15 of Woodland Valley Estates Subdivision, an unrecorded plat of part of the Northwest Quarter of Section 14, Town 1 North, Range 8 East.	2373	424
Fixler	Lot 14 of Woodland Valley Estates Subdivision, an unrecorded plat of part of the northwest quarter of section 14, Town 1 North, Range 8 East.	2373	420

WHEREAS, EDISON has no lines remaining in the above described easements,

9106/9 Partial Release

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, EDISON does by these presents and subject to the conditions hereinafter stated, release, quit claim, and abandon unto ONWER, its successors and assigns, all of the rights acquired by EDISON by virtue of the above-described easements. It is understood and agreed that this Release of Right of Way shall release nothing other than the above described easements.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

In the Presence of:

THE DETROIT EDISON COMPANY

Barbara A. Mention
 BARBARA A. MENTION
Barbara Ann Maher
 BARBARA ANN MAHER

By: [Signature] ROBERT R. TEWKSBURY, DIRECTOR
 Real Estate and Rights of Way Dept.
 By: Irene C. Kata
 IRENE C. KATA ASST. SECRETARY

STATE OF MICHIGAN)
) SS
 COUNTY OF WAYNE)

On this 26th day of October, 1978, before me the subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury and Irene C. Kata, to me personally known, who being by me duly sworn, did say that they are the Director, Real Estate & R/W and Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Robert R. Tewksbury and Irene C. Kata and _____ acknowledged said instrument to be the free act and deed of said corporation.

Barbara Ann Maher
 Notary Public, Wayne County, MI
 BARBARA ANN MAHER
 My Commission expires: Notary Public, Wayne County, Mich.
 My Commission Expires June 28 1982

PREPARED BY: Thomas P. Beagen
 2000 Second Avenue
 Detroit, Michigan 48226

RECORDED MICHIGAN COUNTY OF WAYNE 9/10/79

ENDORSEMENT

Case No. 0-171769-F

Lawyers Title Insurance Corporation

CODE NAME

Novi Associates,
a Michigan Co-Partnership

A Stock Company
Home Office - Richmond Virginia

NUMBER
EA 560347

Blair
(D-jile)

Attached to and made a part of Lawyers Title Insurance Corporation Policy No. N 159916
Said Policy is amended as follows:

As to Parcel XXII only:

Item 2 of Schedule A which reads the estate or interest referred to herein is at date of policy vested in:

(See attached Page 1A)

As to Parcel XXII Andrew B. Blair and Ruth Ann Blair, his wife, is hereby deleted and the following is hereby substituted:

Novi Associates, a Michigan Co-Partnership as to Parcel XXII.

Schedule B is hereby amended to show the following:

Items 77, 78, 79 and 80 of Schedule B, are hereby deleted from this policy.

Effective date of said policy is changed to June 4, 1975 at 8:00 A.M.

The total liability of the Company under said policy, binder or commitment and under this and any prior endorsements thereto shall not exceed, in the aggregate, the amount of liability stated on the face of said policy, binder or commitment, as the same may be specifically amended in dollar amount by this or any prior endorsements, and the costs which the Company is obligated to pay under the Conditions and Stipulations of the policy.

This endorsement is made a part of said policy, binder or commitment and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid policy, binder or commitment unless otherwise expressly stated.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed as of the 12th day of June 19 75, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Issued at Pontiac, Michigan

COUNTERSIGNED:

[Signature]
Authorized Officer or Agent



Lawyers Title Insurance Corporation

[Signature]
President

Attest
[Signature]
Secretary
T.V. Till
Endorsement #1

6/9/75

Lawyers Title Insurance Corporation

A Stock Company
Home Office ~ Richmond, Virginia

*SCI - Novi Assoc
Owners
(D-File)*

CASE NO. 0-171769-F

AMOUNT

~~REDACTED~~

POLICY OF TITLE INSURANCE

SCHEDULE A

NAME OF INSURED

NOVI ASSOCIATES, A MICHIGAN CO-PARTNERSHIP

DATE OF POLICY

JUNE 4, 1975

~~JUNE 28, 1974~~

~~at 5:00 P.M.~~

AT 2:00 A.M.

1. The estate or interest in the land described herein and which is covered by this policy is:
Fee Simple

2. The estate or interest referred to herein is at Date of Policy vested in:
(See Attached Page 1A)

3 The land referred to in this Policy is described as follows:

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

Land in Section 14, Town 1 North, Range 8 East, Novi, Oakland County, Michigan, described as commencing at the Northwest corner, thence along section line North 89 degrees 12 minutes 00 seconds East 348.70 feet to point of beginning, thence North 89 degrees 12 minutes 00 seconds East 118.26 feet, thence South 0 degrees 03 minutes 00 seconds East 33.00 feet, thence North 89 degrees 12 minutes 00 seconds East 193.04 feet, thence North 0 degrees 03 minutes 00 seconds West 33.00 feet to section line, thence along section line North 89 degrees 12 minutes 00 seconds East 1986.00 feet, thence along section line North 89 degrees 24 minutes 35 seconds East 2647.44 feet to Northeast corner Section 14, thence along East section line South 0 degrees 01 minutes 05 seconds East 372.40 feet, thence South 89 degrees 24 minutes 35 seconds West 280.00 feet, thence South 0 degrees 01 minutes 05 seconds East 155.60 feet, thence South 89 degrees 24 minutes 35 seconds West 380.00 feet, thence South 0 degrees 01 minutes 05 seconds East 263.82 feet, thence North 89 degrees 24 minutes 35 seconds East 660.00 feet to section line, thence along the section line South 0 degrees 01 minutes 05 seconds East 263.82 feet, thence South 89 degrees 24 minutes 35 seconds West 660.00 feet, thence South 0 degrees 01 minutes 05 second. East 857.39 feet, thence North 89 degrees 24 minutes 35 seconds East 660.00 feet to section line, thence along section line South 0 degrees 01 minutes 05 seconds East 197.86 feet, thence South 89 degrees 24 minutes 35 seconds West 660.00 feet, thence South 0 degrees 01 minutes 05 seconds East 526.72 feet to 1/4 line, thence along 1/4 line South 89 degrees 20 minutes 01 seconds West 652.86 feet; thence South 0 degree:

See Attached Page 2.

Note Policy covers - Novi Center Site

Countersigned:

PONTIAC BRANCH OFFICE

[Signature]
Authorized Officer or Agent

Issued at: PONTIAC, MICHIGAN

*Title Policy #
for Parcel II of
Primary Property*

Page 1—Sched. A—Policy No. **N 159916**
ORIGINAL

have been substituted
att: (d) ...

Lawyers Title Insurance Corporation

A Stock Company

Case No. 0-171769-F

Home Office - Richmond, Virginia

SCHEDULE A cont'd.

se M. White as to Parcel I, Victor Rust and Agnes Rust, his wife as to Parcel II, Sidney Wood and Helen R. Wood, his wife as to Parcel III, Novi Associates, a Michigan Co-Partnership as to Parcel IV, Novi Associates, a Michigan Co-Partnership as to Parcel V, David D. White and Iris W. White, his wife as to Parcel VI, James Bannon and Rosemary Bannon, his wife as to an undivided 1/4 interest, Karim Hakim and Norma Hakim, his wife as to an undivided 1/4 interest, John Hakim and Rose Hakim, his wife as to an undivided 1/4 interest and Jamil Hakim and Julia Hakim, his wife as to an undivided 1/4 interest as to Parcel VII, George Kahrl and Irene Kahrl, his wife as to Parcel VIII, Novi Associates, a Michigan Co-Partnership as to Parcel IX, Clyde W. Wyatt and Florence Wyatt, his wife as to Parcel X, Andrew Zangkas and Frieda Zangkas, his wife as to an undivided 37 and 1/2 percent interest, Stephen Conn and Ethel N. Conn, his wife as to an undivided 12 and 1/2 interest, Anthony G. Conn and Agnes Conn, his wife as to an undivided 25 percent interest and Philip Terry and Vicki Terry, his wife as to an undivided 25 percent interest as to Parcel XI, Novi Associates, a Michigan Co-Partnership as to Parcel XII, George W. Boan and Sophia Boan, his wife as to Parcel XIII, Floyd A. Balman and Edith M. Balman, his wife as to Parcel XIV, Charles G. Goers as to Parcel XV, John J. Cunningham and Audrey A. Cunningham, his wife as to Parcel XVI, Novi Associates, a Michigan Co-Partnership as to Parcel XVII, Chris J. Miller and Roberta V. Miller, his wife as to Parcel XVIII, Leo Glen Russel and Margaret Ellen Russel, his wife as to Parcel XIX, Novi Associates, a Michigan Co-Partnership as to Parcel XX, Novi Associates, a Michigan Co-Partnership as to Parcel XXI A and Novi Associates, a Michigan Co-Partnership as to Parcel XXI B, Andrew B. Blair and Ruth Ann Blair, his wife as to Parcel XXII, Victor A. Kelmenson as to Parcel XXIII, Erna Fox as to Parcel XXIV, George H. Ortwine and Edna L. Ortwine, his wife as to Parcel XXV and Novi Associates, a Michigan Co-Partnership as to Parcel XXVI.

*Amended
JV. T.P. Endorse. #1*

Lawyers Title Insurance Corporation

A Stock Company
Home Office - Richmond, Virginia

Case No. 0-171769-F

SCHEDULE A cont'd.

15 minutes 15 seconds East 664.29 feet, thence South 89 degrees 20 minutes 01 seconds West 1310.12 feet to 1/4 line thence along 1/4 line North 0 degrees 29 minutes 25 seconds West 994.29 feet, thence South 89 degrees 11 minutes 10 seconds West 2003.83 feet, thence South 0 degrees 03 minutes 00 seconds East 330.03 feet, thence South 89 degrees 11 minutes 10 seconds West 399.94 feet, thence North 0 degrees 03 minutes 00 seconds West 200.00 feet, thence South 89 degrees 11 minutes 10 seconds West 210 feet; thence North 03 degrees 00 minutes West 130 feet; thence South 89 degrees 11 minutes 10 seconds West 50 feet, thence along section line North 0 degrees 03 minutes 00 seconds West ~~1838.17~~ feet, thence North 89 degrees 12 minutes 00 seconds East 43 feet; thence North 0 degrees 03 minutes 00 seconds West 132 feet; thence North 89 degrees 12 minutes 00 seconds East 617.00 feet, thence North 0 degrees ~~03 minutes 00 seconds~~ West 132.00 feet, thence South 89 degrees 12 minutes ~~00 seconds~~ West ~~311.30~~ feet, thence North 0 degrees 03 minutes 00 seconds West ~~208.70~~ feet to point of beginning, containing 294.5288 acres, more or less, also described as:

ok Parcel I:

Rose White
Part of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as: Beginning at a point distant North 89 degrees 12 minutes, East, 348.70 feet from the Northwest section corner, thence North 89 degrees 12 minutes East, 119.55 feet, thence South 2 degrees 14 minutes 07 seconds West 208.97 feet; thence South 89 degrees 12 minutes West 111.40 feet; thence North 208.70 feet to the point of beginning.

ok Parcel II:

Rust
Part of the Northwest quarter of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as: Beginning at a point distant North 89 degrees 12 minutes East 468.25 feet and South 2 degrees 32 minutes East 33 feet from the Northwest section corner; thence North 89 degrees 12 minutes East 193.04 feet; thence South 175.70 feet; thence South 89 degrees 12 minutes West 199.90 feet; thence North 2 degrees 32 minutes East 175.80 feet to the point of beginning.

Stackton Keiley Parcel III:

Part of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, described as beginning at a point in the West line of Section 14, distant due South on section line 340.7 feet from the Northwest corner of said Section 14; thence North 89 degrees 12 minutes East parallel to the North line of said Section 14 a distance of 660.0 feet; thence due South 132 feet; thence South 89 degrees 12 minutes West 660.0 feet to the West line of said Section 14; thence due North on section line 132 feet to the point of beginning, except the West 43 feet deeded to the Board of County Road Commissions.

See Attached Page 3.

Lawyers Title Insurance Corporation

A Stock Company
Home Office - Richmond, Virginia

Case No. 0-171769-F

SCHEDULE A cont'd.

OK Parcel IV:

Adema
Part of the North 1/2 of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as beginning at point in the West line of Section 14 a distance due South on Section line 472.7 feet from the Northwest corner of said Section 14, thence North 89 degrees 12 minutes East parallel to the North line of said Section 14, a distance of 660.0 feet, thence due South 134.0 feet; thence South 89 degrees 12 minutes West 660.0 feet to the West line of Section 14; thence due North on Section line 134.0 feet to the point of beginning.

OK Parcel V:

Swan
Part of the Northwest quarter of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as: Beginning at a point in the West line of said Section 14, distant due South on section line 606.7 feet from the Northwest corner of said Section 14, thence North 89 degrees 12 minutes East parallel to the North line of said Section 14, a distance of 660.0 feet, thence due South 130.0 feet, thence South 89 degrees 12 minutes West 660.0 feet to the West line of said Section 14; thence due North on Section line 130.0 feet to the point of beginning.

OK Parcel VI:

David White
Part of the Northwest quarter of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as: Beginning at a point on the West line of said Section 14, distant due South on Section line 736.7 feet from the Northwesterly corner of said Section 14; thence North 89 degrees 12 minutes East parallel to the North line of said Section 14, a distance of 660.0 feet; thence due South 256.0 feet; thence South 89 degrees 12 minutes West 660.0 feet to the West line of said Section 14, thence due North on said Section line 256.0 feet to the point of beginning.

OK Parcel VII:

Banner
Part of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, more particularly described as beginning at the point distant South 992.70 feet from the Northwest section corner; thence South 330.42 feet; thence North 89 degrees 34 minutes East 660 feet, thence North 334.62 feet; thence South 89 degrees 12 minutes West 660 feet to the point of beginning.

OK Parcel VIII:

Kahl
North 30 acres of the North 60 acres of the South 1/2 of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, excepting therefrom the South 99 feet of the West 990 feet.

See Attached Page 4.

Lawyers Title Insurance Corporation

A Stock Company
Home Office - Richmond, Virginia

Case No. 0-171769-F

SCHEDULE A cont'd.

Smart
Parcel IX:

Part of the South 1/2 of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, more particularly described as follows: A parcel of land described as the South 99 feet of the West 990 feet of the North 30 acres of the North 60 acres of the South 1/2 of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, the South line of the above described parcel being South 1814.5 feet measured along the West Section line, from the Northwest corner of said Section 14.

Wyatt
Parcel X:

The South 1/2 of the North 60 acres of the South 1/2 of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan.

Conn
Parcel XI:

A. Land in the City of Novi, Oakland County, Michigan, described as part of the Northwest 1/4 beginning at a point distant North 250.03 feet from the West 1/4 corner, Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; thence North 89 degrees 17 minutes East 100 feet; thence South 60 degrees 48 minutes 04 seconds East 40.09 feet; thence North 89 degrees 17 minutes East 165 feet; thence North 100 feet; thence North 89 degrees 17 minutes East 359.94 feet; thence South 330.03 feet; thence South 89 degrees 17 minutes West 399.94 feet; thence North 200 feet; thence South 89 degrees 17 minutes West 260 feet; thence North 50 feet to the point of beginning, except West 50 feet taken for State Highway purposes.

Conn
B. Part of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, described as beginning at a point distant North 250.03 feet from the West 1/4 corner; thence North 80 feet; thence North 89 degrees 17 minutes East 300 feet; thence South 100 feet; thence South 89 degrees 17 minutes West 165 feet; thence North 60 degrees 48 minutes 04 seconds West 40.09 feet; thence South 89 degrees 17 minutes West 100.0 feet to the point of beginning, except West 50 feet taken for State Highway purposes.

Ky Jaws
Parcel XII:

Part of the Northwest quarter of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan described as beginning at a point in the North line of said Section 14, distant North 89 degrees 12 minutes East on Section line 660.0 feet from the Northwest corner of said Section 14; thence North 89 degrees 12 minutes East on section line 330.0 feet; thence due South 1329.42 feet to the 1/8 line; thence South 89 degrees 34 minutes West on 1/8th line 330 feet; thence due North 1327.32 feet to the point of beginning.

See Attached Page 5.

Lawyers Title Insurance Corporation

A Stock Company
Home Office - Richmond, Virginia

Case No. 0-171769-F

SCHEDULE A cont'd.

OK
Parcel XIII:

Boan
Part of the Northwest quarter of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as beginning at a point on the North line of said Section 14 distant North 89 degrees 12 minutes East on Section line 990.0 feet from the Northwest corner of said Section 14; thence North 89 degrees 12 minutes East on Section line 331.0 feet; thence due South 1323.44 feet to the 1/8th line; thence South 88 degrees 10 minutes West on 1/8th line, 331.0 feet; thence due North 1329.42 feet to the point of beginning.

OK
Parcel XIV:

Balman
The West 1/2 of the following described 10.06 acres: part of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as beginning at a point on the North line of said Section 14, distant North 89 degrees 12 minutes East on Section line 1321.0 feet from the Northwest corner of said Section 14; thence North 89 degrees 12 minutes East on Section line 332.0 feet; thence due South 1317.46 feet to 1/8 line; thence South 88 degrees 10 minutes West on 1/8 line 332.0 feet; thence due North 1323.44 feet to the point of beginning.

OK
Parcel XV:

G
The East 1/2 of the following described 10.06 acres; part of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as beginning at a point in the North line of Section 14 distant North 89 degrees 12 minutes East on Section line 1321.0 feet from the Northwest corner of said Section 14; thence North 89 degrees 12 minutes East on Section line 332.0 feet; thence due South 1317.46 feet to 1/8 line; thence South 88 degrees 10 minutes West on 1/8 line, 332.0 feet, due North 1323.44 feet to the point of beginning.

OK
Parcel XVI:

Cunningham
Part of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as beginning at a point on the North line of said Section 14, distant North 89 degrees 12 minutes East on Section line 1653 feet from the Northwest corner of said Section; thence North 89 degrees 12 minutes East along the Section line 333 feet, thence due South 1311.48 feet to the 1/8 line thence South 89 degrees 20 minutes West on 1/8 line 333 feet, thence due North 1317.46 feet to the point of beginning.

OK
Parcel XVII:

Ambrose
Carten
Part of the Northwest 1/4 of Section 14, Town 1 North, Range 8 East, described as: Beginning at a point in the North line of said Section 14, distant North 89 degrees 12 minutes East on Section line 1986.0 feet from the Northwest corner of said Section 14, thence North 89 degrees 12 minutes East on section line 334.0 feet; thence due South 1312.32 feet to 1/8 line; thence South 89 degrees 20 minutes West on 1/8 line 334.0 feet; thence due North 1311.48 feet to the point of beginning, containing 10.06 acres, more or less.

See Attached Page 6.

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Lawyers Title Insurance Corporation

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SCHEDULE A cont'd.

Miller
Parcel XVIII:

Part of the North 1/2 of the Northwest 1/4 of Section 14, Township of Novi, Town 1 North, Range 8 East, Oakland County, Michigan, beginning at a point in the North line of said Section 14; distant North 89 degrees 12 minutes East on Section line 2320.0 feet from the Northwest corner of said Section 14, thence North 89 degrees 12 minutes East on Section line 328.62 feet to the North 1/4 corner of said Section 14, thence South 0 degrees 40 minutes East along the North and South 1/4 section line 1311.15 feet to the 1/8 corner; thence South 89 degrees 20 minutes West on 1/8 line 343.77 feet; thence due North 1312.32 feet to the point of beginning.

OK
Parcel XIX:

Atesian Bailey
The West 1/2 of the West 1/2 of the Northeast 1/4 of Section 14, less the South 7 and 1/2 acres more specifically described as beginning at the North 1/4 corner of Section 14, Town 1 North, Range 8 East, thence along the North line of Section 14, North 89 degrees 47 minutes 31 seconds East 660.13 feet; thence South 0 degrees 5 minutes 37 seconds West 1972.47 feet, thence due West 326.11 feet, thence South 0 degrees 8 minutes 22 seconds East 334.00 feet; thence due West 326.00 feet; thence along the North and South quarter line of Section 14, North 0 degrees 8 minutes 22 seconds West 2304.08 feet to the point of beginning.

OK
Parcel XX:

Andersen
The South 670 feet of the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, except the North 334 feet of the West 326 feet thereof.

Holtzman et al
Parcel XXI:

A. The East 1/2 of the West 1/2 of the Northeast 1/4 of the Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan.

B. The North 20 acres of the West 1/2 of the Southeast 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan.

Blain
Parcel XXII:

The West 165 feet of the East 1/2 of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East.

OK
Parcel XXIII:

Kelmer
The West 1/2 of the East 1/2 of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, except the West 165 feet thereof.

See Attached Page 7.

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SCHEDULE A cont'd.

OK
Parcel XXIV:

Part of the East 1/2 of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as beginning at the Northeast section corner; thence South 0 degrees 34 minutes West 372.40 feet; thence West 280 feet; thence South 0 degrees 34 minutes West 155.60 feet; thence West 380 feet; thence North 0 degrees 34 minutes East 528 feet to the North section line; thence East 660 feet to the point of beginning.

OK
Parcel XXV:

The South 263.815 feet of North 1055.63 feet of East 660 feet of the Northeast quarter of Section 14, Town 1 North, Range 8 East.

OK
Parcel XXVI:

Chismun
Part of the East 1/2 of the Northeast 1/4 of Section 14, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as beginning at an iron stake at the intersection of 12 Mile Road and Meadowbrook Road, which is the Northeast section corner of Section 14, Novi Township, Town 1 North, Range 8 East, Oakland County, Michigan, thence South 02 degrees 10 minutes West 1913.03 feet along the center line of Meadowbrook Road to a point; thence North 88 degrees 20 minutes West 660 feet to a point; thence South 02 degrees 10 minutes West 197.86 feet to an iron stake; thence South 88 degrees 20 minutes East to the center line of Meadowbrook Road; thence North 02 degrees 10 minutes East 197.86 feet to the place of beginning.

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SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

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.

6. Interest of Novi Associates, a Michigan Co-Partnership, assignees of Purchasers Interest in Land Contract as disclosed in Memorandum of Land Contract dated June 7, 1973 and recorded June 14, 1973 in Liber 6105, on Page 567, Oakland County Records, as to Parcel I. *(see Doc # 849 - R. White Parcel in SCI/Novi (DHE))*

7. Rights of the public or any governmental unit in any portion of above captioned property taken, used or deeded for street, road or highway purposes, as to Parcel I.

8. Building and use restrictions recorded in Liber 1775, Page 337 and in XLiber 2798, on Page 338, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin as to Parcel I. *(See T.P. 1A) (see T.P. 1A)*

9. Interest of Novi Associates, a Michigan Co-Partnership, assignees of Purchasers Interest in Land Contract, as disclosed in Memorandum of Land Contract dated June 7, 1973 and recorded June 14, 1973 in Liber 6105, on Page 564, Oakland County Records, as to Parcel II. *(see Doc's # 849 - Rust Parcel in SCI - Novi (D-he))*

10. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deed for street, road or highway purposes, as to Parcel II.

11. Building and use restrictions recorded in Liber X3041, on Page 524, in Liber X3371, on Page 229 and in XLiber 3351, on Page 538, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin, as to Parcel II. *(see T.P. 1B, 1C, 1D)*

See Attached Page 2.

Lawyers Title Insurance Corporation

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CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provision of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

Continued on cover sheet

Lawyers Title Insurance Corporation

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SCHEDULE B cont'd.

12. Interest of Novi Associates, a Michigan Co-Partnership, assignees of a purchasers interest in land contract of land contract dated August 14, 1964, which land contract is recited in Purchaser's Assignment of Land Contract dated August 13, 1973 and recorded September 14, 1973 as recited on the application, as to Parcel III.

(See Doc's #669 in Stackton-Kelly Parcel - SCI - Novi (D-1/e))

13. Building and use restrictions recorded in Liber 2287, on Page 332, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin, as to Parcel III.

(see T.P. 1E)

✓ 14. Right of way granted to The Detroit Edison Company as disclosed in instrument recorded in Liber 41 of Miscellaneous Records, on Page 548, Said lines to run in a Northerly and Southerly direction approximately 165 to 175 feet East of Highway at West side of road, as to Parcel III.

(see T.P. 1F)

15. Mortgage for the sum of \$20,000.00, executed by Sidney Adema Jr. and Loretta Adema, his wife to Frank A. Bowdon Company Inc., a Michigan Corporation dated June 10, 1965 and recorded June 15, 1965 in Liber 4735, on Page 274, Oakland County Records, as to Parcel IV.

(see T.P. 1G)

✓ 16. Right of Way granted to The Detroit Edison Company as disclosed in instrument recorded in Liber 41 of Miscellaneous Records, Page 548, Oakland County Records. Said lines to run in a Northerly and Southerly direction approximately 165 to 175 feet East of Highway at West side of road, as to Parcel IV.

(see T.P. 1H)

17. Rights of the public or of any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes, as to Parcel IV.

18. Building and use restrictions recorded in Liber 1775 on Page 337 and in Liber 3148 on Page 427, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin, as to Parcel IV.

(see T.P. 1I) (see TP-1AH)

✓ 19. Right of Way granted to The Detroit Edison Company, as disclosed in instrument recorded in Liber 41 of Miscellaneous Records, on Page 548, Oakland County Records. Said lines to run in a Northerly and Southerly direction approximately 165 to 175 feet East of Highway at West side of road, as to Parcel V.

(see T.P. 1J)

See Attached Page 3.

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SCHEDULE B cont'd.

20. Rights of the public or any governmental unit in any portion of the above captioned property, taken, used or deeded for street, road or highway purposes, as to Parcel V.

21. Building and use restrictions recorded in Liber 1957, on Page 410, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin, as to Parcel V.

22. Interest of Novi Associates, a Michigan Co-Partnership, assignees of a purchasers interest in land contract, dated May 6, 1973 and recorded June 15, 1973 in Liber 6106, Page 690, Oakland County Records, as recited on the application, as to Parcel VI. See Doc # 6 - David White Parcel - Sci - Novi (D-file)

23. Right of way granted to The Detroit Edison Company, as disclosed in instrument recorded in Liber 41 of Miscellaneous Records, Page 548. Said lines to run in a Northerly and Southerly direction approximately 165 to 175 feet East of Highway at West side of road, as to Parcel VI. (see T.P. 1-L)

24. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes, as to Parcel VI.

25. Building and use restrictions recorded in Liber 2912 on Page 129, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin, as to Parcel VI.

26. Right of Way granted to the Detroit Edison Company, as disclosed in instrument recorded in Liber 41 of Miscellaneous Records, Page 548. Said lines to run in a Northerly and Southerly direction approximately 165 to 175 feet East of Highway at West side of road, as to Parcel VII. (see T.P. 1-N)

27. Interest of Novi Associates Inc., a Michigan Co-Partnership, assignees of purchasers interest in land contract disclosed in Memorandum of Land Contract dated June 7, 1973 and recorded June 12, 1973 in Liber 6104, on Page 15, Oakland County Records, as recited on the application, as to Parcel VII. (see Doc # 7 - Bannon Parcel - Sci - Novi (D-file))

28. Building and use restrictions recorded in Liber 1775, on Page 337, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin, as to Parcel VII.

See Attached Page 4. (see TP-1AH)

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SCHEDULE B cont'd.

29. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes, as to Parcel VII.

30. Interest of Novi Associates, assignees of a purchasers' interest in land contract, as recited on the application, as to Parcel VIII.

31. Right of Way granted to The Detroit Edison Company, as disclosed in instrument recorded in Liber 41 of Miscellaneous Records, on Page 550 said lines to run in a Northerly and Southerly direction approximately 165 to 175 feet East of Highway at West side of road, as to Parcel VIII. *(see T.P. 1-0)*

32. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes, as to Parcel VIII.

33. Right of way to The Detroit Edison Company in a Northerly and Southerly direction across above land approximately 165 feet East of and parallel to highway on West side of said land as set forth in Liber 41 of Miscellaneous Records, on Page 550, Oakland County Records, as to Parcel IX. *(see T.P. 1-P)*

34. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes, as to Parcel IX.

35. Interest of Novi Associates, assignees of a purchasers interest in land contract as recited on the application, as to Parcel X.

36. The Detroit Edison Company has a Right of Way in a Northerly and Southerly direction across the land approximately 165 feet East of and parallel to the highway on the West side of the land. The grant was made March 26, 1934 and was recorded August 8, 1934 in Liber 41 of Miscellaneous Records on Page 552, Oakland County Records, as to Parcel X. *(see T.P. 1-Q)*

37. Rights of the public or any governmental unit in any portion of above captioned property taken, used or deeded for street, road or highway purposes. As to Parcel X.

38. Easement granted to The Detroit Edison Company for the construction, operation, and maintenance of its lines for the transmission and distribution of electricity including the necessary poles, fixtures and equipment and also including the right to trim trees along the route of said lines as set forth in Pole Line Permit recorded August 8, 1934 in Liber 41 of Miscellaneous Records, on Page 554, and in Liber 41 of Miscellaneous Records on Page 556, Oakland County Records, as to Parcel XI. *(see attachment to Doc #9 in Conn Parcel - Sci - Novi (O-file))*

See Attached Page 5.

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(see TP-1A1)

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SCHEDULE B cont'd.

39. Interest of Novi Associates, assignees of purchasers interest in land contract recited in Memorandum of Land Contract dated October 12, 1973 and recorded November 30, 1973 in Liber 6211, on Page 650, Oakland County Records, as recited on the application. Affects Parcel XI. (See Docs # 647 - Conn Parcel - SD - Novi (O-hle))
- ✓ 40. Right of way to Detroit Edison Company in an Easterly and Westerly direction across above land approximately 210 feet South of 12 Mile Road as granted in Liber 2373, on Page 424, Oakland County Records. Affects Parcel XII. (see T.P. 1-R)
41. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XIII.
42. Building and use restrictions recorded in Liber 3262, Page 126, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin. Affects Parcel XII. (see T.P. 1-S)
43. Interest of Novi Associates, assignees of purchasers interest in land contract as recited upon the application. Affects Parcel XIII.
- ✓ 44. Right of Way in favor of the Detroit Edison Company for construction and maintenance of lines as recited in Liber 2373, on Page 424, Oakland County Records. The route of said lines to be in an Easterly and Westerly direction approximately 170 feet to 210 feet South of 12 Mile Road. Affects Parcel XIII. (see T.P. 1-T)
45. Rights of the public or any governmental unit in the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XIII.
46. Building and use restrictions recorded in Liber 1775, on Page 337, Oakland County Records, but omitting any such covenant or restriction based on race, color religion or national origin. Affects Parcel XIII. (see T.P. 1-HH)
47. Interest of Novi Associates, assignees of purchasers interest in land contract as recited on the application. Affects Parcel XIV.
- ✓ 48. Right of Way to the Detroit Edison Company for poles, wires, etc. as over a route running Easterly and Westerly approximately 170 and 210 feet South of 12 Mile Road as recited in Liber 2373, Page 424, Oakland County Records. Affects Parcel XIV. (see T.P. 1-U)

See Attached Page 6.

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SCHEDULE B cont'd.

49. Rights of the public or any governmental unit in the above captioned property taken, used or deed for street, road or highway purposes. Affects Parcel XIV.

50. Building and use restrictions recorded in Liber 1775, Page 337, and in Liber 3441, Page 423 and in Liber 3989, Page 15, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin. Affects Parcel XIV.

(See TP-1AH) (See TP-1AK) (See T.P. 1-V)
51. Interest of Novi Associates, assignees of purchasers interest in land contract as recited on the application. Affects Parcel XV.

✓ 52. Right of way to The Detroit Edison Company for poles, wires, etc. as over a route running Easterly and Westerly approximately 170 and 210 feet South of 12 Mile Road as recited in Liber 2373 on Page 424, Oakland County Records. Affects Parcel XV.

(see T.P. 1-W)

53. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XV.

54. Building and use restrictions recorded in Liber 3488 on Page 333 and in Liber 1775 on Page 337, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin. Affects Parcel XV.

(see TP-1AJ) (see TP-1AH)

55. Interest of Novi Associates, assignees of purchasers interest in land contract as recited on the application. Affects Parcel XVI.

56. Easement to Consumers Power Company for gas facilities, the route being in an Easterly and Westerly direction in, under, through and across captioned land, Southerly of and along and not more than 55 feet from the center line of Twelve Mile Road, as set forth in Liber 3598 on Page 205, Oakland County Records. Affects Parcel XVI.

(see T.P. 1-X)

57. Building and use restrictions recorded in Liber 2877, Page 296 and Liber 1775, Page 337, but omitting any such covenant or restriction based on race, color, religion or national origin. Affects Parcel XVI.

(see TP-1AL)

(see TP-1AHS)

58. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XVI.

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SCHEDULE B cont'd.

- ✓ 59. Easement granted to The Detroit Edison Company for the construction, operation and maintenance of its lines for the transmission and distribution of electricity including the necessary poles, fixtures and equipment and also including the right to trim trees along the route of said lines as set forth in Pole Line Permit recorded in Liber 2373 on Page 420, Oakland County Records. Affects Parcel XVII. *(see T.P. 1-4)*
60. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XVII.
61. Building and use restrictions recorded in Liber 1775, on Page 337 and Liber 3940, Page 198, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin. Affects Parcel XVII. *(see T.P. 1-AH) (see T.P. 1-2)*
62. Easement to Consumers Power Co. described in Liber 3598, Page 211 being in an Easterly and Westerly direction South of and not more than 55 feet from the centerline of 12 Mile Road. Affects Parcel XVII. *(see T.P. 1-AA)*
63. Interest of Novi Associates, a Michigan Co-Partnership assignees of purchasers interest in land contract disclosed in Memorandum of Land Contract dated May 21, 1973 and recorded June 20, 1973 in Liber 6109, on Page 260, Oakland County Records, as recited on the application. Affects Parcel XVIII. *See Doc's # 748 in Miller Parcel - SCI - Novi (D-file)*
64. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XVIII.
65. Building and use restrictions recorded in Liber 1775, Page 337, Oakland County Records, but omitting any such covenant or restriction based on race, color, religion or national origin. Affects Parcel XVIII. *(see TP-1AH)*
- ✓ 66. Easement granted to the Detroit Edison Company for the construction, operation and maintenance of its lines for the transmission and distribution of electricity including the necessary poles, fixtures and equipment, and also including the right to trim trees along the route of said lines as set forth in Pole Line Permit recorded in Liber 2373 on Page 424, Oakland County Records. Said easement runs in an Easterly and Westerly direction over captioned land. Affects Parcel XVIII. *(see T.P. 1-AB)*
67. Interest of Howard P. Atesian; and Donald H. Bailey as Trustee under Trust Agreement dated June 19, 1973 for Donald H. Bailey, purchasers in a Land Contract wherein Leo Glen Russell and Margaret Ellen Russell, his wife, were sellers, dated September 21, 1971 and recorded September 23, 1971 in Liber 5734 on Page 648, Oakland County Records, and in Quit Claim Deed recorded in Liber 6160, Page 291. Affects Parcel XIX. *(see attachment to Doc #11 - in Atesian - Bailey Parcel of SCI - Novi. (D-file)).*
- See Attached Page 8.

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SCHEDULE B cont'd.

68. Interest of Novi Associates, a Michigan Co-partnership assignee of purchasers interest in land contract disclosed in Memorandum of Land Contract dated May 4, 1973 and recorded May 29, 1973 in Liber 6094, on Page 554, Oakland County Records, as recited on the application. Affects Parcel XIX. *See Doc # 6 - in Atesain-Barley Parcel of SCI-Nav. (O-file).*

69. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deed for street, road or highway purposes. Affects Parcel XIX.

70. Mortgage executed by Leo G. Russell and Margaret E. Russell, his wife to West Oakland Bank, National Association, a National Banking Association dated October 18, 1973 and recorded October 29, 1973 in Liber 6195, Page 341, as additional security an Assignment of Seller's Interest in Land Contract is recorded in Liber 6195, Page 303. Affects Parcel XIX. *(see TP-1AM) (see TP-1AN)*

71. Mortgage for the sum of ~~\$140,000.00~~ executed by Shopping Centers Inc., a Michigan Corporation to Lawrence W. Anderson and Beverly C. Anderson dated June 7, 1973 and recorded June 11, 1973 in Liber 6103 on Page 349, Oakland County Records. Affects Parcel XX. *(See Doc's 8A48B in Anderson Parcel-SCI-Nav. (O-file))*

72. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XX.

73. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XXI A.

74. Right of way to Consumers Power Company as disclosed in instrument recorded in Liber 3576 on Page 210, Oakland County Records. Affects Parcel ~~XXI B.~~ *(see T.O.P. 1-AC)*
XXI A, 2, 3.

75. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XXI B.

76. Easement granted to the Detroit Edison Company for transmission lines as disclosed in Oakland County Probate File Number 104722, across a portion of said premises, described as follows: Beginning at an iron in the North and South 1/4 line of said section, said iron being 528.07 feet Southerly of the center of said section; thence Southerly along said North and South 1/4 line a distance of 197.38 feet to an iron, thence Easterly along a line making a Northeasterly angle of 87 degrees 23 minutes 45 seconds with said North and South 1/4 line 988.45 feet to a point; thence Westerly along a line making a Westerly angle of 11 degrees 23 minutes

See Attached Page 9.

(see T.O.P. 1-AD)

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SCHEDULE B cont'd.

00 seconds with the last described line, 999.13 feet to the point of beginning. And also the right to keep the strip of land 30 feet to the North of said easement free of such trees as in petitioner's judgment are or may become hazardous to the operation of the lines to be constructed in said easement as recorded in Liber 5837, Page 557. Affects Parcel XXI B. *(see T.O.P. 1-AE)*

~~77. Mortgage for the sum of \$35,000.00, executed by Andrew B. Blair and Ruth Ann Blair, his wife to West Oakland Bank, National Association, a National Banking Association dated August 31, 1972 and recorded September 6, 1972 in Liber 5938, on Page 577, Oakland County Records. Affects Parcel XXII. *See attachment to Doc #13 in Blair Parcel of SCI-Novi (P-htc)*~~

~~78. Mortgage for the sum of \$4,865.76, executed by Andrew B. Blair and Ruth Ann Blair, his wife to West Oakland Bank, National Association, a National Banking Association dated January 19, 1973 and recorded January 22, 1973 in Liber 6022, on Page 65, Oakland County Records. Affects Parcel XXII.~~

~~79. Mortgage for the sum of \$25,000.00, executed by Andrew B. Blair and Ruth Ann Blair, his wife to West Oakland Bank, National Association, a National Banking Association dated April 20, 1973 and recorded April 24, 1973 in Liber 6073, Page 622, Oakland County Records. Affects Parcel XXII.~~

~~80. Interest of Novi Associates, a Michigan Co-Partnership, assignees of purchasers interest in Land Contract disclosed in Memorandum of Land Contract dated May 21, 1973 and recorded May 29, 1973 in Liber 6094, on Page 500, Oakland County Records, as recited on the application. Affects Parcel XXII. *(see Doc's # 9 & 10 in Blair Parcel of SCI-Novi (P-htc))*~~

81. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road, or highway purposes. Affects Parcel XXII.

82. Right of Way to Consumers Power in Liber 3576, Page 210 in Easterly and Westerly direction South of and not more than 55 feet from centerline of 12 Mile Road. Affects Parcel XXII. *(see T.O.P. 1-AF)*

83. Interest of Novi Associates, a Michigan Co-Partnership, assignees of purchasers interest in Land Contract disclosed in Memorandum of Land Contract dated May 21, 1973 and recorded May 29, 1973 in Liber 6094, on Page 497, Oakland County Records and recited on the application. Affects Parcel XXIII. *(see Doc's # 8 & 9 in Kelmenson Parcel of SCI-Novi (P-htc))*

84. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XXIII.

See Attached Page 10.

→ Items 77, 78, 79 + 80 deleted by ^{J.V. 2} T.P. Endorsement #1

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SCHEDULE B cont'd.

85. Right of Way granted to Consumers Power Company as recited in Liber 3576 on Page 210, Oakland County Records, said route described as in and Easterly and Westerly direction, through above described land South of and along not more than 55 feet from the centerline of 12 Mile Road. Affects Parcel XXIII. *(See T.P. 1-AG)*

86. Interest of Shopping Centers Inc., as assignee in purchasers assignment of Land Contract dated August 13, 1973 and recorded September 17, 1973 in Liber 6169 on Page 443, Oakland County Records. Said Land Contract was dated May 10, 1973 and recorded May 18, 1973 in Liber 6089 on Page 208, Oakland County Records, executed between Erna Fox as Seller and John D. Rogers as Purchasers. Now held by Novi Associates, a Michigan Co-Partnership. Affects Parcel XXIV. *See Doc's #344 in Fox Parcel of SCI-NOVI (D-File)*

87. Right-of-way granted to Consumers Power Company as disclosed in instrument recorded in Liber 3576 on Page 211, Oakland County Records. Said route runs in an Easterly and Westerly direction through land South of and along and not more than 55 feet from the center line of Twelve Mile Road. Affects Parcel XXIV. *(see TP-1A0)*

88. Rights of the public or any governmental unit in any portion of the above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XXIV.

89. Interest of Novi Associates, a Michigan Co-Partnership assignees of purchasers interest in land contract as disclosed in a Memorandum of Land Contract dated August 31, 1973 and recorded September 11, 1973 in Liber 6165, on Page 208, Oakland County Records, as recited on the application. Affects Parcel XXV. *(see Doc's #667 in Ontwine Parcel of SCI-NOVI (D-File))*

90. Rights of the public or any governmental unit in any portion of above captioned property taken, used or deeded for street, road or highway purposes. Affects Parcel XXVI.

91. Lawyers Title Insurance Corporation insures that the insured premises are contiguous to 12 Mile Road, Novi Road and Meadowbrook Road.

92. This policy insures the insured subject to the terms and provisions, Exclusions from Coverage and Conditions and Stipulations thereof, against all loss or damage which the insured may sustain (a) by reason of the enforcement or attempted enforcement, of the provisions of the covenants or restrictions listed in this Policy to the extent the same purport to limit or deny the use of any portion of the property as a regional shopping center or for other lawful commercial uses not constituting nuisances per se, or (b) by reason of the enforcement or attempted enforcement of the covenants or restrictions listed in this policy prohibiting or seeking to prohibit the sale of malt or

See Attached Page 11.

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spirituous liquors in a duly licensed establishment within such regional shopping center build upon a portion of the property subject to said covenants or restrictions; provided, however, that Company shall have no liability pursuant to this paragraph with respect to any settlement of a claim or suit with respect to the above made by the insured without the prior written consent of Company, which consent shall not be withheld unreasonably;

93. Company agrees that from time to time for a period of five years after the date of the policy issued pursuant to this Commitment, Company or its successors in interest, will issue, upon application of the insured, to such mortgagees, lessees and subsequent purchasers of the property, or any part thereof, as may be designated by the insured, mortgagee's or owner's title insurance policies (including, without limitation, mortgagee's policies to said lessees and subsequent purchasers), as the case may be, the form of such policies to be the form then approved for use by the Company in the State of Michigan which affords the broadest coverage. Such additional policies shall be subject only to those matters to which this policy is subject and to acts of the insured and any such purchaser, lessee or mortgagee, and to those matters, if any, first arising subsequent to the date of the policy issued pursuant to this Commitment (but not subject to any such matters as may arise out of claims relating to the covenants or restrictions referred to in the preceding paragraph) and shall contain the coverage herein provided relating to the covenants and restrictions referred to in the preceding paragraph. Said additional policies shall be issued in consideration of the payment of Company's lowest allowable charge therefor. In the event that any party to be insured by such additional policies requires that any portion of the risk be re-insured or co-insured, Company's obligation to provide such reinsurance or coinsurance is subject to: (1) the availability of such reinsurance or coinsurance, and (2) the availability of such reinsurance or coinsurance upon payment to Company of any charge therefor in excess of the present prevailing rates for reinsurance. Company's obligation to issue such policies is subject to the proviso that the aggregate amount of this policy and all effective Required Owner's Policies (hereinafter defined) shall not exceed \$ 30,000,000.00 (the initial face amount of this policy) and the further proviso that the face amount of this policy shall be reduced by an amount equal to the aggregate amount (without duplication as to any particular part of the property) of the initial face amount of all effective Required Owner's Policies. Such reductions in face amount shall be first applied against the top dollar amounts of this policy with respect to which the Company at the time has no liability by reason of the application of the "pending disbursement" clause contained in Schedule B to the policy. The term "Required Owner's Policy" as used herein means an owner's policy covering all or any part of the property which Company in good faith and in accordance with its regular practices

See Attached Page 12.

Schedule B Page 11 No. N 159916

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SCHEDULE B cont'd.

would not hereafter issue (because of matters affecting title or because of legal limitations on the maximum amount of liability the Company may underwrite as to any one risk), but for the obligation of Company contained in this paragraph. A policy shall not be deemed to be a Required Owner's Policy unless the Company, with reasonable promptness after application is made by the insured for such policy, advises the insured in writing that, based upon the Company's then current examination of title, such policy would be a Required Owner's Policy. Further, the Company shall not be required by this paragraph to issue to any mortgagees or lessees of all or any portion of the property a policy with a face amount in excess of the face amount of the owner's policy in effect with respect to such property.

94. Pending such time as the improvements contemplated upon the insured premises shall be commenced, liability under this policy is limited to \$805,949.00 dollars, but as and when the erection of such improvements shall be commenced liability hereunder shall increase, as the improvements progress, in the amount of the cost thereof, up to the face amount of this policy. The foregoing sentence shall not be deemed to define or limit the types of costs or expenses for which the insured may recover hereunder.

95. The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of any inaccuracies in the following assurance:

96. No portion of the property has been taken, used or deed for street, road or highway purposes by the public or any governmental unit except that portion of the property so taken, used or deeded for Meadowbrook Road, Novi Road and Twelve Mile Road.

CONDITIONS AND STIPULATIONS—CONTINUED

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its Home Office, 3800 Cutshaw Avenue, Richmond, Virginia 23230.

Lawyers Title Insurance Corporation

A Stock Company
Home Office ~ Richmond, Virginia

Service available throughout the United States, Puerto Rico, the U.S. Virgin Islands and Canada.



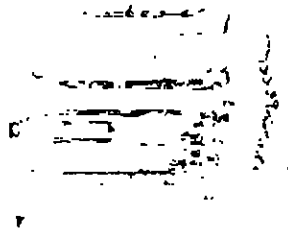
National Division, Branch and Agency offices and Approved Attorneys located throughout the operating territory as shown on the map.

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

Policy of Title Insurance

Lawyers Title
Insurance Corporation
A Stock Company
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Richmond, Virginia



9106/9
Printed Release

A word of thanks to our insured

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy or wish to contact us for any other reason, write to:

Consumer Affairs Department
Lawyers Title Insurance Corporation
P.O. Box 27567
Richmond, Virginia 23261