

UNDERGROUND UTILITY EASEMENT

80 39136

2-10  
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For good and valuable considerations, the non-exclusive (as hereinafter defined) easement is hereby granted to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "GRANTEE", its successors and assigns, to within only the Easement Area (as hereinafter defined) construct, reconstruct, operate and maintain its underground lines for the transmission and distribution of electricity and communication facilities including the necessary underground conduits, fixtures, cables, manholes and equipment under the surface of the Easement Area. The rights hereby granted include the right of access to and from the said Easement Area, the right to construct, reconstruct, modify, operate and maintain said line facilities within the Easement Area. The Easement Area is only the area crosshatched on the annexed Exhibit "A" which is hereby incorporated herein by reference and made a part hereof. The Easement Area is situated within and is a portion of the land situated in the City of Bloomfield Hills, County of Oakland, State of Michigan, described as follows:

A parcel of land situated in the Northeast 1/4 of Section 23, Town 2 North, Range 10 East, more particularly described as follows:

Commencing at East 1/4 corner of said Section 23; thence North 1°00'00" West 670.00 feet; thence South 89°00'00" West 915.30 feet; thence South 88°59'58" West 124.79 feet to the Southwest corner of Lot 74 of Trowbridge Farms No. 1 Subdivision, as recorded in Liber 86, Page 18 of Plats, Oakland County Records; thence South 89°00'00" West 225.03 feet along the northerly line of Warrington Avenue (50 feet wide) to the point of beginning; thence South 89°00'00" West 233.11 feet along the northerly line of Warrington Avenue to the easterly line of Woodward Avenue; thence North 34°09'30" West 226.93 feet along the easterly line of Woodward Avenue (200 feet wide); thence North 55°49'00" East 195.00 feet; thence South 34°10'58" East 354.51 feet to the point of beginning (herein referred to as the "Subject Premises").

The Subject Premises are owned by VLASIC & COMPANY of 860 W. Long Lake Road, Bloomfield Hills, Michigan, hereinafter referred to as "GRANTOR".

All installations, construction and reconstruction to be made or done by GRANTEE pursuant to this instrument shall be fully underground, except that the transformer is to be located on the surface within the Easement Area.

GRANTOR expressly reserves the right for itself and its successors, assigns, lessees, tenants, licensees and invitees, to sod and/or pave over the Easement Area and to use and improve the surface of the Easement Area. GRANTEE agrees that upon completion of its construction and installation of its electric and/or communication facilities, and upon

RECORDED RIGHT OF WAY NO. 33044

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completion of any repair, reconstruction, replacement, restoration or maintenance of any thereof, it will, at its own expense in each instance, expeditiously restore and replace the ground surface, in a good workmanlike manner, including, but not limited to, sodding and paving, to at least as good condition as same was in immediately preceding the commencement of any such work by GRANTEE. Any installation, construction, reconstruction or work by GRANTEE and any entrance upon the Easement Area by GRANTEE as above authorized, shall be done in such a manner that it will not interfere with or damage any structures or improvements of any kind at any time situated on the Subject Premises, except as necessary for GRANTEE to maintain and operate its electric facilities and in each such case the GRANTEE shall at its own expense expeditiously restore and repair such damaged structures and improvements in a good workmanlike manner to at least as good condition as same was in immediately preceding the commencement of such work by GRANTEE.

No buildings or like structures are to be placed in the Easement Area by GRANTOR or anyone authorized by GRANTOR or its successors or assigns to do so without the written consent of GRANTEE.

Notwithstanding anything to the contrary, wherever the term non-exclusive easement appears in this instrument, it shall mean that other uses may be made of the Easement Area by GRANTOR and its successors, assigns, lessees, tenants, licensees and invitees, subject to the limitations hereinabove stated, and so long as GRANTEE'S equipment and line facilities are not interfered with.

The provisions of this instrument are binding upon and shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument has been executed this 12 day of March, 1980.

In the Presence of:

Nancy G. Holden  
Nancy G. Holden  
John S. Bisha  
John S. Bisha

VLASIC & COMPANY

By: Robert J. Vlasic  
Robert J. Vlasic GRANTOR

ACCEPTED:

THE DETROIT EDISON COMPANY

By: Robert R. Tenwickbury  
ROBERT R. TENWICKBURY, DIRECTOR  
Real Estate and Rights of Way Dept.

Raymond G. DuPont  
RAYMOND G. DUPONT  
Richard A. Gloger  
RICHARD A. GLOGER

PREPARED BY:  
Norman S. Sommers  
Sommers, Schwartz, Silver & Schwartz  
1800 Travelers Tower  
26555 Evergreen Road  
Southfield, Michigan 48076

RECORDED RIGHT OF WAY NO. 33044



**APPLICATION FOR RIGHT OF WAY**  
DE FORM MS 80 5-74 SS

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

DATE April 24, 1980

LOCATION W. S. Woodward, N. S. Warrington

APPLICATION NO. Ø-6823

CITY OR VILLAGE Bloomfield Hills

DEPT. ORDER NO. \_\_\_\_\_

TOWNSHIP Bloomfield COUNTY Oakland

O. F. W. NO. \_\_\_\_\_

DATE BY WHICH RIGHT OF WAY IS WANTED \_\_\_\_\_

BUDGET ITEM NO. \_\_\_\_\_

THIS R/W IS 100 % 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 On West property line a 6' x 126' + easement 10' x 143' + from NW corner to a point 52' + West of East property and 15' + South of North property line as shown on R/W sketch #Ø-6823

PURPOSE OF RIGHT OF WAY To provide Underground Service to Vlastic & Co at 710 Woodward Avenue

SIGNED [Signature]  
Oakland Division Hdqtrs. Service Planning  
OFFICE DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Recordable Underground Right of Way secured as shown on the attached sketch.

Contacts by P. Lagrou, Real Estate, Rights of Way & Claims.

RECORDED RIGHT OF WAY NO 33044

Ser.Pln. 1 PERMITS IN RECORD CENTER 1 R.E. & R/W DEPT. FILE \_\_\_\_\_ GRANTOR Robert J. Vlastic

NO. OF PERMITS 1 NO. OF STRUCTURES \_\_\_\_\_ NO. OF MILES \_\_\_\_\_ PERMITS TO MBT \_\_\_\_\_

DATE 4-30-80 SIGNED John C. Hamler for JAR

Robert J. Vlasie

# BURTON ABSTRACT AND TITLE COMPANY

A Michigan Insurance Company

## POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, **BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation**, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title

IN WITNESS WHEREOF, Burton Abstract and Title Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

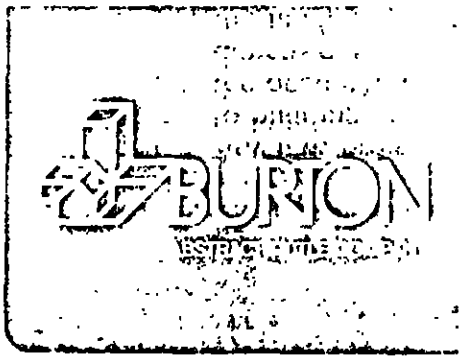
4107

RECEIVED BY THE REGISTRAR OF THE MICHIGAN DEPARTMENT OF TREASURY AND REVENUE

BURTON ABSTRACT AND TITLE COMPANY

BY: *Thomas E. Jan*  
CHAIRMAN OF THE BOARD

ATTEST: *Robert J. Vlasie*  
SECRETARY





SCHEDULE A

Policy No.:

Date of Policy:

63-098835

August 11, 1978 at 8 AM

1. Name of Insured:

Vlasic and Company, a Michigan Co-partnership

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple estate and is at Date of Policy vested in:

Vlasic and Company, a Michigan Co-partnership

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

SEE RIDER ATTACHED HERETO FOR DESCRIPTION OF REAL ESTATE

SCHEDULE B

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

1. Exceptions shown on Exception Rider None.

ACCORDING RIGHT OF WAY NO. 33044

Audit No. BBA 1004943



*[Signature]*

Countersigned By Authorized Officer Or Agent

TB-76:9/76

sj

DESCRIPTION OF REAL ESTATE

Land in the City of Bloomfield Hills, Oakland County, Michigan, described as:

A parcel of land situated in the Northeast 1/4 of Section 23, town 2 north, range 10 east, Bloomfield Hills, Oakland County, Michigan, more particularly described as follows: Commencing at the East 1/4 corner of said Section 23;

thence North 1 degree 00 minutes 00 seconds West 670.00 feet;

thence South 89 degrees 00 minutes 00 seconds West 915.30 feet;

thence South 88 degrees 59 minutes 58 seconds West 124.79 feet to the Southwest corner of Lot 74 of Trowbridge Farm No. 1 Subdivision, as recorded in liber 86, page 18 of Plats, Oakland County Records;

thence South 89 degrees 00 minutes 00 seconds West 225.03 feet along the northerly line of Warrington Avenue (50 feet wide) to the point of beginning;

thence continuing South 89 degrees 00 minutes 00 seconds West 233.11 feet along the northerly line of Warrington Avenue to the easterly line of Woodward Avenue;

thence North 34 degrees 09 minutes 30 seconds West 226.93 feet along the easterly line of Woodward Avenue (200 feet wide);

thence North 55 degrees 49 minutes 00 seconds East 195.00 feet;

thence South 34 degrees 10 minutes 58 seconds East 354.51 feet to the point of beginning.

Containing 1.30 acres, more or less.

RECORDED RIGHT OF WAY NO. 33044

Rider attached to and forming part of Policy No.

63-098835

BURTON ABSTRACT AND TITLE COMPANY

By



Authorized Signature



## 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 action 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 in-

sured 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 provisions 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.

### 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.

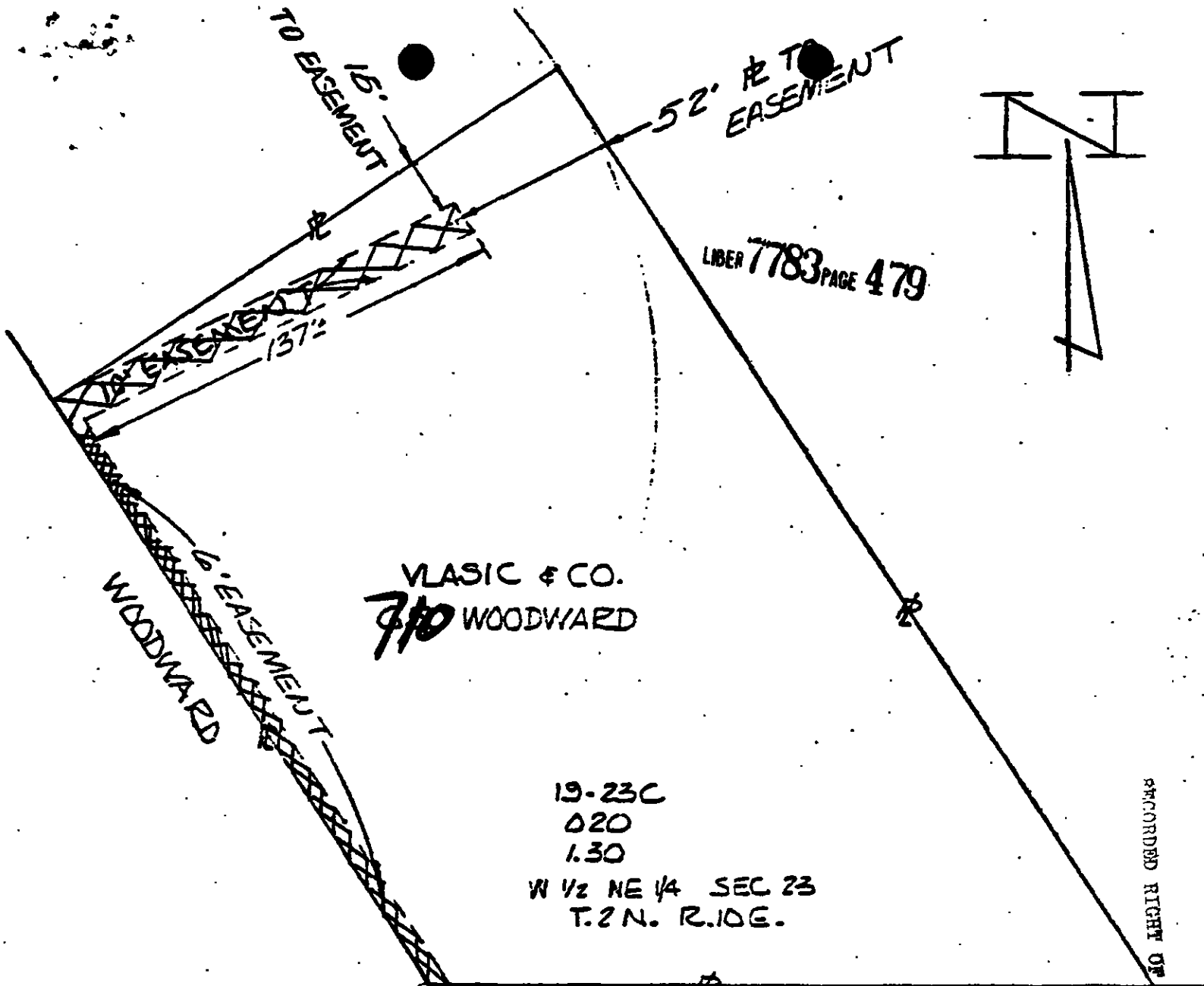
### 10. APPORTIONMENT

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

33044



MASIC & CO.  
710 WOODWARD

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W 1/2 NE 1/4 SEC 23  
T.2 N. R.10E.

EXHIBIT "A"

WARRINGTON

RECORDED RIGHT OF WAY NO. 33044

<b>LEGEND</b> FOREIGN POLE EXIST D.E. CO. POLE PROPOSED POLE EXIST ANCHOR PROPOSED ANCHOR TREE 120/240 VOLT LINE 4800 VOLT LINE 13,200 VOLT LINE 40,000 VOLT LINE	THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
	CITY OR TOWNSHIP BLOOMFIELD HILLS	COUNTY OAKLAND	QTR. & TWP. SECT. NO.	DEPT. ORDER NO.
	MAP SECT BLM 62	TOWN	RANGE	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>
	PROJECT NAME TEL. ENGR & DIST.		PROJ. OR PART NO.	
	CIRCUIT DC 323 QUARTON		OPW S.O. OR P.E. NO.	
	REASON UNDERGROUND EASEMENT-710 WOODWARD		BUDGET ITEM NO.	
	PLANNER ROY WARK/H R		SCALE 1"=50'	DATE 2-1-80
	DE FORM PL 204 11-72			