

1995205050

*Pontiac Twp
Rec'd*

LISER 15758PG119

EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES

THIS EASEMENT AGREEMENT is made on September 15, 1995, by **GENERAL MOTORS CORPORATION**, a Delaware corporation, with its principal address at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as Grantor, and **THE DETROIT EDISON COMPANY**, a Michigan corporation, with its principal address at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as Grantee.

\$1.00 MISCELLANEOUS RECORDING
\$ 2.00 REMONUMENTATION
19 OCT 95 1:52 P.M. RECEIPT# 156B
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

W I T N E S E T H:

Grantor is the owner of a parcel of property ("Easement Area") located in the City of Pontiac, County of Oakland, and State of Michigan, as shown on Exhibit "A" and described in Exhibit "B", both attached hereto and made a part hereof; and

Grantee desires that a permanent easement be granted to provide electric power for and put its facilities in, over, under, and across the Easement Area (a) on an exclusive basis which excludes Grantor and all other parties, to transmit electricity; and to construct, reconstruct, operate, maintain, repair, inspect, replace, improve, modify, enlarge, and remove overhead and underground electric transmission lines consisting of towers, wood or steel pole structures, poles, H-frames, or any combination of same, wires, cables, conduits, manholes, crossarms, braces, guys, anchors, and transformers and other fixtures and appurtenances and electric control circuits and devices ("Edison Facilities"); upon the terms set forth in this Easement Agreement; and (b) on a non-exclusive basis, pursuant to the terms set forth in this Easement Agreement, to permit the transmission of telecommunication devices of any kind, underground or on Grantee's poles, towers, or other above ground facilities; underground pipelines of any kind; and other utilities of any kind provided such utilities are located underground or on Grantee's above ground facilities; and

RECORDED RIGHT OF WAY NO. 47730

06/8/95

N-071104
T95-10462

O.K. - J.S.

Grantor is agreeable to providing the easement to Grantee:

THEREFORE, for ONE DOLLAR (\$1.00) (and other valuable consideration) the sufficiency and receipt of which is acknowledged, Grantor and Grantee agree as follows:

(1) **GRANT**: Grantor grants to Grantee or its permitted assigns, the following:

(a) on an exclusive basis which excludes Grantor and all other parties, a permanent easement to transmit electricity in, over, under, and across the Easement Area; and to construct, reconstruct, operate, maintain, repair, inspect, replace, improve, modify, enlarge, and remove overhead and underground electric transmission lines consisting of towers, wood or steel pole structures, poles, H-frames, or any combination of same, wires, cables, conduits, manholes, crossarms, braces, guys, anchors, and transformers and other fixtures and appurtenances and electric control circuits and devices ("Edison Facilities"); upon the terms set forth in this Easement Agreement;

(b) on a non-exclusive basis, a permanent easement pursuant to the terms set forth in this Easement Agreement, to permit the transmission of telecommunication devices of any kind, underground or on Grantee's poles, towers, or other above ground facilities; underground pipelines of any kind; and other utilities of any kind provided such utilities are located underground or on Grantee's above ground facilities.

(2) **PERMITTED USE**: The permanent Easement is granted solely to:

(a) on an exclusive basis which excludes Grantor and all other parties, transmit electricity in, over, under, and across the Easement Area; and to construct, reconstruct, operate, maintain, repair, inspect, replace, improve, modify, enlarge, and remove overhead and underground electric transmission lines consisting of towers, wood or steel pole structures, poles, H-frames, or any combination of same, wires, cables, conduits, manholes, crossarms, braces, guys, anchors, and transformers and other fixtures and

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RECORDED IN BOOK 15758 PAGE 120

appurtenances and electric control circuits and devices ("Edison Facilities"); upon the terms set forth in this Easement Agreement;

(b) on a non-exclusive basis, pursuant to the terms set forth in this Easement Agreement, permit the transmission of telecommunication devices of any kind, underground or on Grantee's poles, towers, or other above ground facilities; underground pipelines of any kind; and other utilities of any kind provided such utilities are located underground or on Grantee's above ground facilities.

(3) **REPAIR AND REPLACEMENTS:** The Grantee shall repair or replace all fences, gates, utility lines, driveways, parking areas, ditches, drains, and landscaping damaged or destroyed in the construction and installation of Grantee's electric transmission lines during any inspection, repair, maintenance, or removal of same. It is agreed, however, that Grantee may, from time to time in order to maintain Grantee's facilities in a safe and reliable condition, trim, cut, remove, or otherwise control any trees, branches, roots, and brush in or near the Easement Area.

(4) **EASEMENTS OR RESTRICTIONS:** The granting of this Easement is subject to any easements or restrictions of record or those matters which a personal inspection or an accurate survey of the property would reveal and upon the following terms:

(a) Grantor agrees that no building, other above ground structures, or dumpsters shall be placed within forty-five (45) feet of the centerline of any existing or future tower line within the Easement Area. Buildable areas are shown on the attached Exhibit "A";

(b) Grantor shall not raise or lower the existing grade by more than one (1) foot;

(c) All lighting fixtures and fences installed by the Grantor must be grounded in accordance with the National Electrical Safety Code Standards;

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- (d) Grantee shall not install more than twenty (20) additional transmission towers or steel poles to the twenty (20) existing towers located on the Easement Area.
 - (e) Grantor shall have reasonable approval rights with respect to the location of any future utilities belonging to third parties that use the underground portions of the Easement Area pursuant to Grantor's rights herein, so as to minimize the disruption to Grantor's full use of its land.
- (5) **SUPERVISION**: Grantee shall be responsible during the term of this Easement for the supervision of all work performed in connection with its access to and use of the Easement Area, and Grantee shall take all precautions, including but not limited to the posting of signs and the placing of barricades as are necessary in the interest of public safety and for the safety of any persons working on or traveling upon or in any way using the Easement Area or land adjacent thereto. Grantee shall also be responsible for and take all precautions for the protection of all persons and of real and personal property situated adjacent to or abutting the Easement Area.
- (6) **CONFORMITY WITH LAW**: All construction, operations, inspections, repairs, and maintenance conducted by Grantee on the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, State, and Federal laws, statutes, rules, and regulations pertaining thereto.
- (7) **INSURANCE**: Throughout the term of this Easement Agreement, Grantee shall self-insure, or Grantee shall obtain and cause its contractors to obtain and maintain, at Grantee's sole cost and expense, and keep in force for the benefit of Grantee, with Grantor named as additional insured, insurance policies providing the following coverages:
- (a) A comprehensive policy of general public liability insurance, protecting and indemnifying Grantor and Grantee against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the Easement

RECORDED RIGHT OF PAY NO. 47732

Area, and all other areas adjacent to the Easement Area, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, for personal injury and property damage;

- (b) Worker's compensation insurance having such limits, and containing such terms and conditions as are required under applicable law;
- (c) Such other insurance, in such amounts and in such form as may reasonably be required by Grantor from time to time during the term of this Easement.

All insurance policies required to be procured and maintained hereunder shall (i) be issued by financially responsible insurance companies; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Grantor may carry; and (iii) contain an express waiver of any right of subrogation by the insurance company against Grantor and its agents and employees. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Grantee (or its contractor[s]) arising under or out of this Easement Agreement. Grantee shall deliver to Grantor certificates of insurance evidencing all of the coverages required hereunder. Each insurance policy with the exception of worker's compensation insurance (and any renewal or extension thereof) required to be carried hereunder shall provide that, unless Grantor shall first have been given thirty (30) days prior written notice, (i) such insurance policy shall not be canceled and shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy (which changes shall also require Grantor's prior written approval).

Grantee shall not do or permit to be done any act or thing upon the Easement Area that will invalidate or be in conflict with any insurance policies covering the same. Grantee shall promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and shall not do or permit anything to

RECORDED AT THE OFFICE OF THE CLERK OF SUPERIOR COURT
FILE NO. 47733

be done in or about the Easement Area which shall increase the rate of insurance on Grantor's Property.

- (8) **INDEMNIFICATION:** Except for claims arising out of Grantor's sole negligence, Grantee shall defend, indemnify, protect, and save harmless Grantor, its officers, directors, and employes from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and disbursements that (i) arise from or are in connection with the Easement granted hereunder for the Easement Area or any portion thereof; or (ii) arise from or are in connection with any act or omission of Grantee or Grantee's agents, employes, contractors, subcontractors, licensees, invitees, or others who are present as a specific result of this Easement Agreement for or on behalf of Grantee; or (iii) result from any default of this Easement Agreement or any provision hereof by Grantee; or (iv) result from injury to person or property or loss of life sustained in or about the Easement Area; or (v) result from the presence of Grantee's property or equipment on the Easement Area, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Easement Agreement. Grantee's obligations under this paragraph shall survive the expiration of this Easement Agreement.
- (9) **HAZARDOUS MATERIALS AND PROHIBITED USE:** Grantee hereby represents and warrants to Grantor that Grantee, its agents, employes, and contractors, shall not at any time store, handle, use, package, generate, place, or allow to remain on the Easement Area or Grantor's Property any hazardous substances, hazardous wastes, or toxic substances (hereinafter collectively referred to as "Hazardous Substances") as those terms are defined and regulated under CERCLA, 42 U.S.C. 9601 et seq., RCRA, 42 U.S.C. 6901 et seq., or TSCA, 15 U.S.C. 2601 et seq.. Grantee covenants to comply with all environmental laws and regulations and to take such other actions as may be reasonably required to protect against environmental liabilities. The terms and provisions of this paragraph shall survive the expiration of this Easement Agreement.
- (10) **WASTE OR NUISANCE:** Grantee shall not commit or suffer to be committed any

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waste or nuisance upon the Easement Area. Grantee shall take such action as may be reasonably necessary to prevent or terminate any such nuisance or waste arising out of Grantee's use of the Easement Area, including, without limitation, any nuisance created by employes, agents, or contractors of Grantee.

- (11) **PROTECTION FROM LIENS:** Grantee shall keep the Easement Area and the Grantor's Property and every part thereof free and clear of any and all liens and encumbrances for work performed by Grantee, or on Grantee's behalf, on the Easement Area.
- (12) **TAXES:** Grantee shall be responsible for and shall pay, prior to delinquency, any and all taxes, assessments, levies, fees, and other governmental charges levied or assessed against the Easement interest herein granted to Grantee or with respect to all personal property and equipment of Grantee located or to be located on the Easement Area.
- (13) **GOVERNING LAW:** This Easement Agreement shall be governed and construed in accordance with the laws of the state in which the property is located and shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.
- (14) **NOTICES:** All notices or other communications provided for under this Easement Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

If to Grantor:

General Motors Corporation
Worldwide Real Estate
485 West Milwaukee Avenue
Detroit, Michigan 48202
Attention: Director

4773

If to Grantee:

The Detroit Edison Company
Corporate Real Estate Services
2000 Second Avenue - Room 2310 WCB
Detroit, Michigan 48226
Attention: Paul Potter

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same similarly given (such other or additional addresses or addressees being effective from and after the date of receipt of notice of the same by the other party).

- (15) **SUCCESSORS AND ASSIGNS:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
- (16) **ACCESS:** Grantee has the right to access the Easement Area.
- (17) **TITLE:** Grantee will retain title to all property that Grantee places on the Easement Area, and none of the property will be considered inseparably attached to the land regardless of whether it would be considered in law but for this paragraph.
- (18) **ENVIRONMENTAL INDEMNITY:** Grantor will indemnify Grantee against all federal, state, and municipal environmental agency claims arising out of or in connection with the environmental condition of Grantor's Easement Area. However, this indemnity will not apply if the environmental condition giving rise to such claim is the result of Grantee's construction, reconstruction, repair, maintenance, operation, or removal of Grantee's facilities. This indemnity will survive the expiration of this Easement Agreement.

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IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument this 21st

day of _____, 1995, and the Grantee has signed and sealed this instrument this 22ND day of SEPTEMBER, 1995.

In the presence of:

GENERAL MOTORS CORPORATION

BY _____

ATTEST _____

Assistant Secretary

In the presence of:

THE DETROIT EDISON COMPANY

W.T. Patterson
W.T. PATTERSON

BY Paul W. Potter x
PAUL W. POTTER
Director, Corporate Real Estate Services

Marcia J. Mandell
MARCIA J. MANDELL

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 1995, by _____ and _____,

and Assistant Secretary, respectively, of GENERAL MOTORS CORPORATION, a Delaware corporation, on behalf of the Corporation.

Notary Public, Wayne County, Michigan

My Commission Expires: _____

RECORDED BY REC'D BY NO. 47733

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 22ND day of SEPTEMBER ,
A.D. 1995, by PAUL W. POTTER , Director, Corporate Real Estate
Services, of THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of the
Corporation.

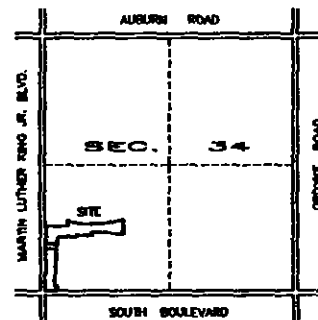
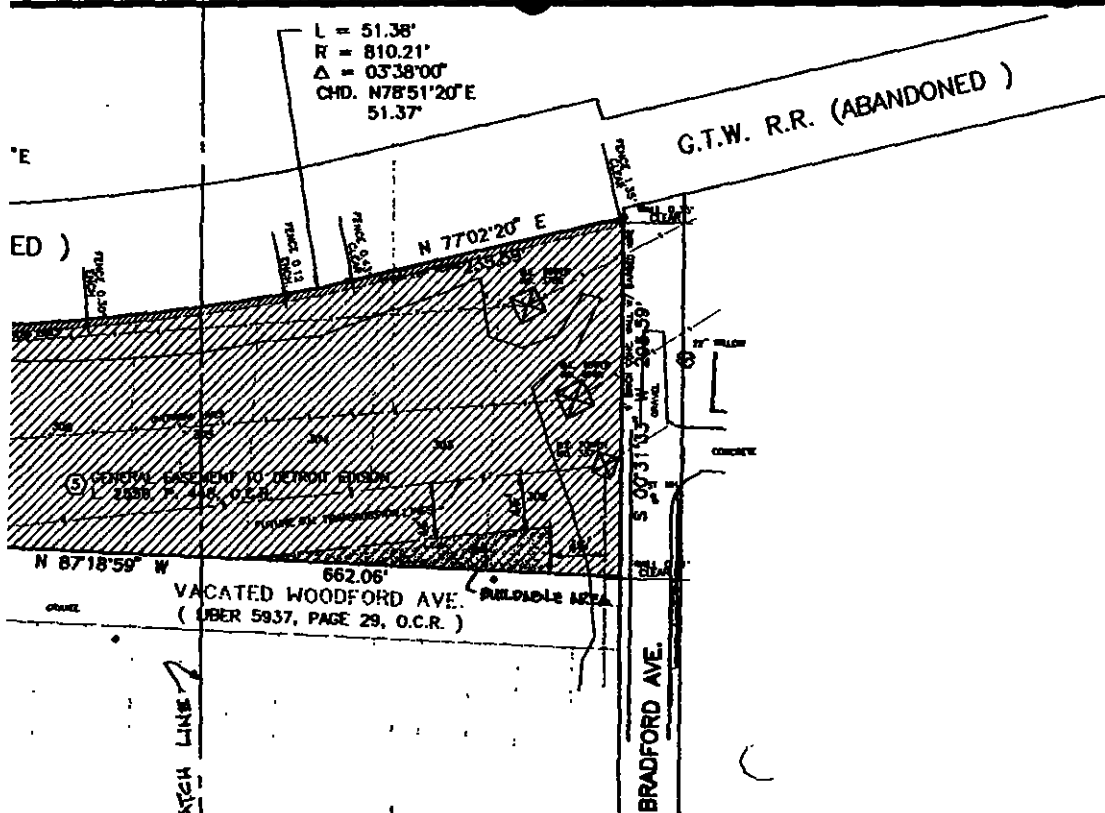
Marcia J. Mandell
MARCIA J. MANDELL
Notary Public, Wayne County, Michigan

My Commission Expires: 4-28-97

WHEN RECORDED RETURN TO:
The Detroit Edison Company
2000 Second Avenue, Suite 2310 WCB
Detroit, MI 48226
ATTN: Paul W. Potter

THIS INSTRUMENT PREPARED BY:
Roger D. Herrington
Attorney at Law
485 West Milwaukee Avenue
Detroit, MI 48202

RECORDED INDEX OF WAYNE CO. 47733



TRIAL MOTORS CORPORATION, THE DETROIT EDISON COMPANY
S TITLE INSURANCE CORPORATION:

IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS
E MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS
M LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY
M IN 1992, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 9, 10, 11 AND 13
A THEREOF, AND PURSUANT TO THE ACCURACY STANDARDS OF AN URBAN
I THAT THERE IS NO FLOOD DESIGNATION ON THE PROPERTY.

9-19-95

NICOLAESCU, L.L.S.
DN No. 22705



PARCEL #

on, described as
06, 302-308, 320,
232, 233 and
parts of vacated
Park Subdivision,
City of Pontiac,
of Plats, Page 21.

as follows:

ence
tion 34, 60.28
point of begin-
f "South Park"
asterly right-of-
feet to a point,
corner
center of a vaca-
1° 11' 21" E.

nterly line of
long the Easterly
nt on the centerline
hence
colad alley,
along the
r right-of-way
along said
joining. Contain-
subject to

Commencing at the S.W. corner of said Section 34; thence
N. 01° 11' 21" E., along the West line of said Section 34,
60.28 feet; thence S. 87° 18' 59" E., 60.02 feet;
thence N. 01° 11' 21" E., along the Easterly right-of-
way line of Martin Luther King Jr. Boulevard, 955.29 feet to the
point of beginning; thence continuing along said right-of-way line,
N. 01° 11' 21" E., 370.84 feet to a point on the centerline of
vacated Midway Avenue; thence S. 87° 18' 59" E., along said
centerline, 286.26 feet; thence N. 50° 29' 10" E., 10.72 feet;
thence S. 87° 18' 59" E., along the Northerly line of Lot 322,
152.08 feet to a point on the Westerly line of Lot 361; thence
N. 02° 41' 01" E., 124.03 feet along said Westerly line of said Lot
361 to a point on the Southerly right-of-way line of abandoned
Grand Trunk Western Railroad; thence the following five (5) courses
along said Southerly abandoned Grand Trunk Western Railroad right-
of-way line: 102.66 feet along a curve to the left (radius 2062.24
feet, central angle 02° 51' 08", chord bears S. 74° 45' 57" E.,
102.66 feet); and 108.46 feet along a curve to the left (radius 1171.82
feet, central angle 02° 18' 11", chord bears S. 78° 50' 37" E.,
108.42 feet); and 668.32 feet along a curve to the left (radius 2147.32
feet, central angle 17° 49' 57", chord bears N. 89° 35' 19" E.,
665.83 feet); and 51.38 feet along a curve to the left (radius 810.21
feet, central angle 03° 38' 00", chord bears N. 78° 51' 20" E.,
51.37 feet); and N. 77° 02' 20" E., 235.59 feet to a point on the
Westerly right-of-way line of Bradford Avenue, said point also
being the Northeastly corner of Lot 302; thence
S. 00° 31' 33" W., along said right-of-way line, 295.59 feet to the
S.E. corner of Lot 302; thence N. 87° 18' 59" W., along the
Northerly line of vacated Woodford Avenue, 662.06 feet to the S.W.
corner of Lot 307; thence S. 02° 41' 01" W., along the Westerly
line of vacated Woodford Avenue, 70.00 feet to the S.E. corner of
Lot 286; thence N. 87° 18' 59" W., along the South line of Lots 286
and 361, 311.64 feet to the N.E. corner of Lot 320; thence
S. 16° 56' 21" W., along the Westerly line of vacated Greendale
Avenue, 41.27 feet to the S.E. corner of Lot 320; thence
N. 87° 18' 59" W., 176.12 feet to the S.W. corner of Lot 320;
thence S. 02° 41' 01" W., 30.00 feet to the S.E. corner of Lot 327;
thence N. 87° 18' 59" W., 190.00 feet along the South line of Lot
327 extended to the Westerly right-of-way line of vacated Midway
Avenue; thence S. 02° 41' 01" W., along said right-of-way line,
171.88 feet to a point on the centerline of vacated Ferry Avenue;
thence following said centerline along the following three (3)
courses: 64.92 feet along a curve to the right (radius 653.25
feet, central angle 05° 41' 38", chord bears N. 67° 35' 48" W.,
64.89 feet); and 51.20 feet along a curve to the left (radius 130.00
feet, central angle 22° 34' 00", chord bears N. 76° 01' 59" W.,
50.87 feet); and N. 87° 18' 59" W., 135.61 feet to the point of
beginning. Containing 418,427 square feet or 9.608 acres and
subject to easements and restrictions of record.

WE HAVE REVIEWED THE LEGAL DESCRIPTION CONTAINED IN LAWYERS
TITLE INSURANCE CORPORATIONS TITLE COMMITMENT NO. T914647 FOR
PARCELS 1 & 2 BEARING AN EFFECTIVE DATE OF MARCH 7, 1992, AND DO
HEREBY CERTIFY THAT THE PROPERTY DESCRIBED BY THE LEGAL
DESCRIPTION SET FORTH HEREIN IS THE SAME PROPERTY AS THAT SET
FORTH IN TITLE COMMITMENT NO. T914647, WITH NO GAPS OR GORES.

TOPO NOTES

-All elevations are existing elevations.

-Utility locations were obtained from municipal
officials and records of utility companies, and no
guarantee can be made to the completeness, or
exactness of location.

9-19-95	REV PER REVIEW
9-18-95	REV PER DET EDISON
DATE	REVISIONS

DF
NOWAK & FRAUS
Civil Engineers Land Surveyors

1310 N. Stephanton Highway Tel. (810) 399-0886
Royal Oak, Michigan 48067-1508 Fax. (810) 399-0805

ALTA SURVEY

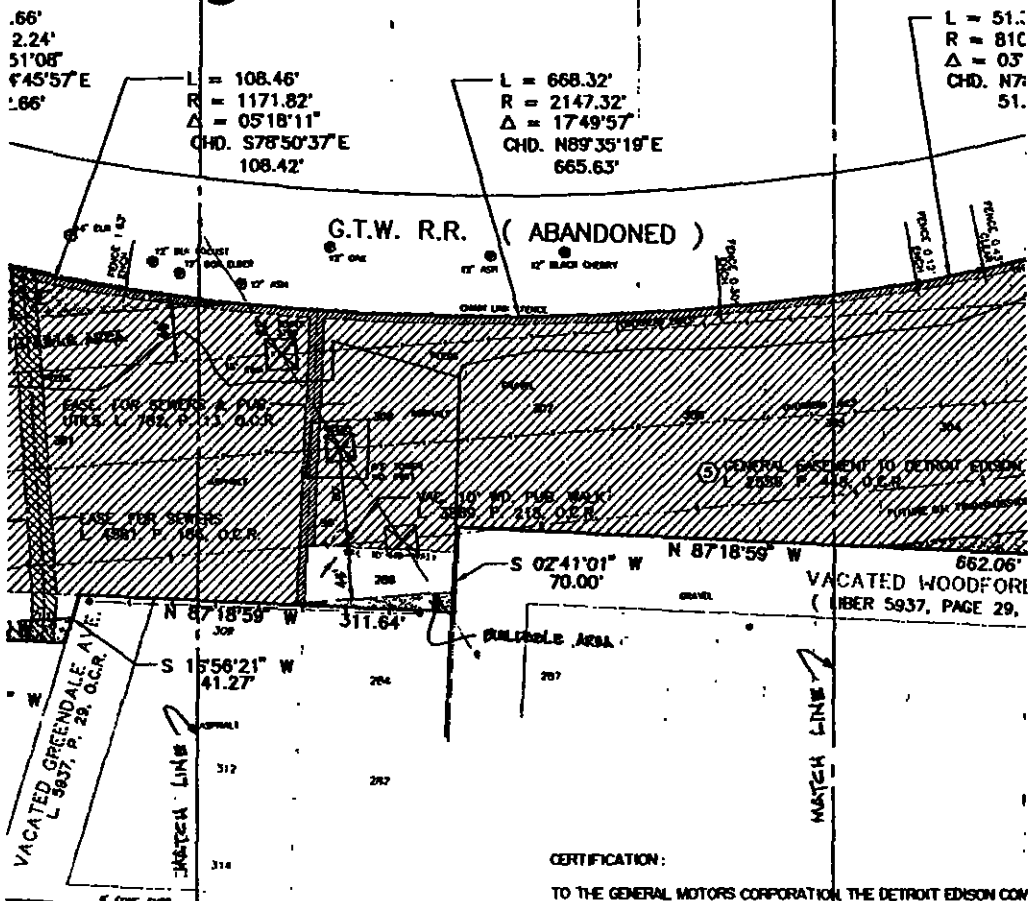
OF PART OF "SOUTH PARK", A SUBDIVISION OF
PART OF THE S.W. 1/4 OF SEC. 34 T.3N. R.1E.
CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN.

CLIENT: ARGONAUT REALTY

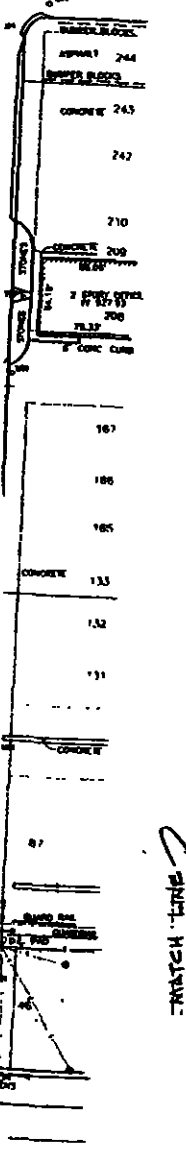
SCALE 1" = 80'	DESIGNED TAD	JOB NUMBER 7-9100
ISSUE DATE 6-18-95	APPROVED	SHEET NUMBER 1 of 1

EXHIBIT "A"
PAGE 1

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L = 51.
R = 81C
Δ = 03'
CHD. N7.
51.



CERTIFICATION:
TO THE GENERAL MOTORS CORPORATION, THE DETROIT EDISON COV
AND LAWYERS TITLE INSURANCE CORPORATION:

THIS IS TO CERTIFY THAT THIS PLAT AND THE SUR
BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STA
FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABL
ALTA AND ACSM IN 1992, AND INCLUDES ITEMS 1, 2, 3
OF TABLE A THEREOF, AND PURSUANT TO THE ACCURAC
SURVEY, AND THAT THERE IS NO FLOOD DESIGNATION OF

DATE: 09-19-95
Alexander Nicolaescu
ALEXANDER NICOLAESCU, L.L.S.
REGISTRATION No. 22705



LEGAL DESCRIPTION - Detroit Edison

Land in the City of Pontiac, Oakland County, Michigan, described as
all that part of Lots 60-78, 142-158, 219-231, 286, 302-308, 320,
322-327, 332-339, 343-357, 361 and part of lots 232, 233 and
360, and parts of vacated alleys and walkways and parts of vacated
Irwin, Central, Ferry and Midway Avenues of "South Park" Subdivision,
a part of the S.W. 1/4 of Section 34, T.3N., R.10E., City of Pontiac,
Oakland County, Michigan, as recorded in Liber 47 of Plats, Page 21,
Oakland County Records.

The above parcel being more particularly described as follows:

PARCEL I

Commencing at the S.W. corner of said Section 34; thence
N. 01° 11' 21" E., along the West line of said Section 34, 60.28
feet; thence S. 87° 18' 59" E., 60.02 feet to the point of begin-
ning, said point being the S.W. corner of Lot 71 of "South Park"
Subdivision; thence N. 01° 11' 21" E., along the Easterly right-of-
way line of Martin Luther King Jr. Boulevard, 853.58 feet to a point,
said point being 18.67 feet Southerly of the N.W. corner
of Lot 360 of said "South Park" Subdivision, thence
S. 87° 45' 47" E., 110.01 feet to a point in the center of a vaca-
ted alley in the rear of said Lot 360; thence N. 01° 11' 21" E.,
along the centerline of said alley, 0.96 feet; thence
S. 87° 18' 59" E., 110.26 feet to a point on the Easterly line of
Lot 233; thence S. 02° 41' 01" W., 745.11 feet along the Easterly
line of Lots 233, 219, 156, 142 and 78 to a point on the centerline
of the vacated alley to the rear of said Lot 78; thence
S. 87° 18' 59" E., along the centerline of said vacated alley,
47.00 feet; thence S. 02° 41' 01" W., 110.00 feet along the
Easterly line of Lot 80 to a point on the Northernly right-of-way
line of South Boulevard; thence N. 87° 18' 59" W., along said
right-of-way line, 244.98 feet to the point of beginning. Contain-
ing 183,850 square feet or 4.221 acres and being subject to
easements and restrictions of record.

PARCEL II

Commencing at the
N. 01° 11' 21" E.,
60.28 feet; thence
thence N. 01° 11' ;
way line of Martin I
point of beginning;
N. 01° 11' 21" E.,
vacated Midway Ave
centerline, 286.26 f
thence S. 87° 18' ;
152.08 feet to a p
N. 02° 41' 01" E.,
361 to a point on
Grand Trunk Westerr
along said Southerly
of-way line: 102.66
feet, central angle (1
102.66 feet); and 1
feet, central angle (1
108.42 feet); and 6
feet, central angle
665.63 feet); and 5
feet, central angle (1
51.37 feet); and N.
Westerly right-of-w
being the Northeast
S. 00° 31' 33" W.,
S.E. corner of Lot ;
Northernly line of vor
corner of Lot 307;
line of vacated Woo
Lot 288; thence N.
and 361, 311.64 fo
S. 18° 56' 21" W.,
Avenue, 41.27 feet
N. 87° 18' 59" W.,
thence S. 02° 41' 0
thence N. 87° 18' ;
327 extended to th
Avenue; thence S. 0
171.88 feet to a p
thence following sai
courses: 64.92 fee
feet, central angle (1
64.89 feet); and 51
feet, central angle ;
50.87 feet); and N.
beginning. Contain
subject to easement

EXHIBIT "A"
PAGE 2

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ND.

MATCH LINE

JUNE 22, 1995

WE HAVE REVIEWED THE LEGAL DESCRIPTION CONTAINED IN LAWYERS TITLE INSURANCE CORPORATIONS TITLE COMMITMENT NO. T 9510462 FOR PARCEL A, BEARING AN EFFECTIVE DATE OF FEBRUARY 15, 1995, AND DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED BY THE LEGAL DESCRIPTION SET FORTH HEREIN IS THE SAME PROPERTY AS THAT SET FORTH IN TITLE COMMITMENT NO. T 9510462, WITH NO GAPS OR GORES.

LEGAL DESCRIPTION "PARCEL A"

PART OF LOT 2 OF ASSESSOR'S PLAT NO. 98, AS RECORDED IN LIBER 18, PAGE 98, OAKLAND COUNTY RECORDS AND BEING PART OF SECTION 4, TOWN 2 NORTH, RANGE 10 EAST, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 4; THENCE S. 00° 39' 49" E, 50.08 FEET; THENCE N. 87° 06' 34" W., 50.00 FEET TO THE POINT OF BEGINNING; THENCE S. 01° 35' 14" W. 511.80 FEET; THENCE S. 89° 49' 04" W., 300.09 FEET; THENCE N. 12° 16' 26" E., 283.65 FEET; THENCE N. 01° 12' 32" E., 248.01; THENCE S. 87° 06' 34" E., ALONG THE SOUTH LINE OF SOUTH BOULEVARD 249.05 FEET TO THE POINT OF BEGINNING. CONTAINING 135,725 SQUARE FEET OR 3.116 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

CERTIFICATION :

TO GENERAL MOTORS CORPORATION, THE DETROIT EDISON COMPANY, AND LAWYERS TITLE INSURANCE CORPORATION.

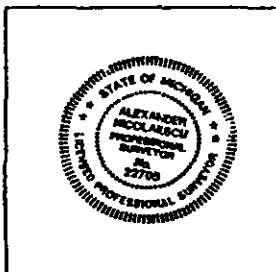
THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 9, 10, 11 AND 13 OF TABLE A THEREOF, AND PURSUANT TO THE ACCURACY STANDARDS OF AN URBAN SURVEY, AND THAT THERE IS NO FLOOD DESIGNATION ON THE PROPERTY.

DATE: 09-19-95

Alexander Nicolaescu
ALEXANDER NICOLAESCU, L.L.S.
REGISTRATION No. 22705

MATCH LINE

EXHIBIT "A"
PAGE 4



9-19-95	PER REVIEW	JAMES NELSON
9-6-95	PER REVIEW	JAMES NELSON
DATE	REVISIONS	

DF
NOWAK & FRAUS
Civil Engineers Land Surveyors
1310 N. Stephenson Highway Royal Oak, Michigan 48067-1508
Tel. (810) 399-0886 Fax. (810) 399-0805

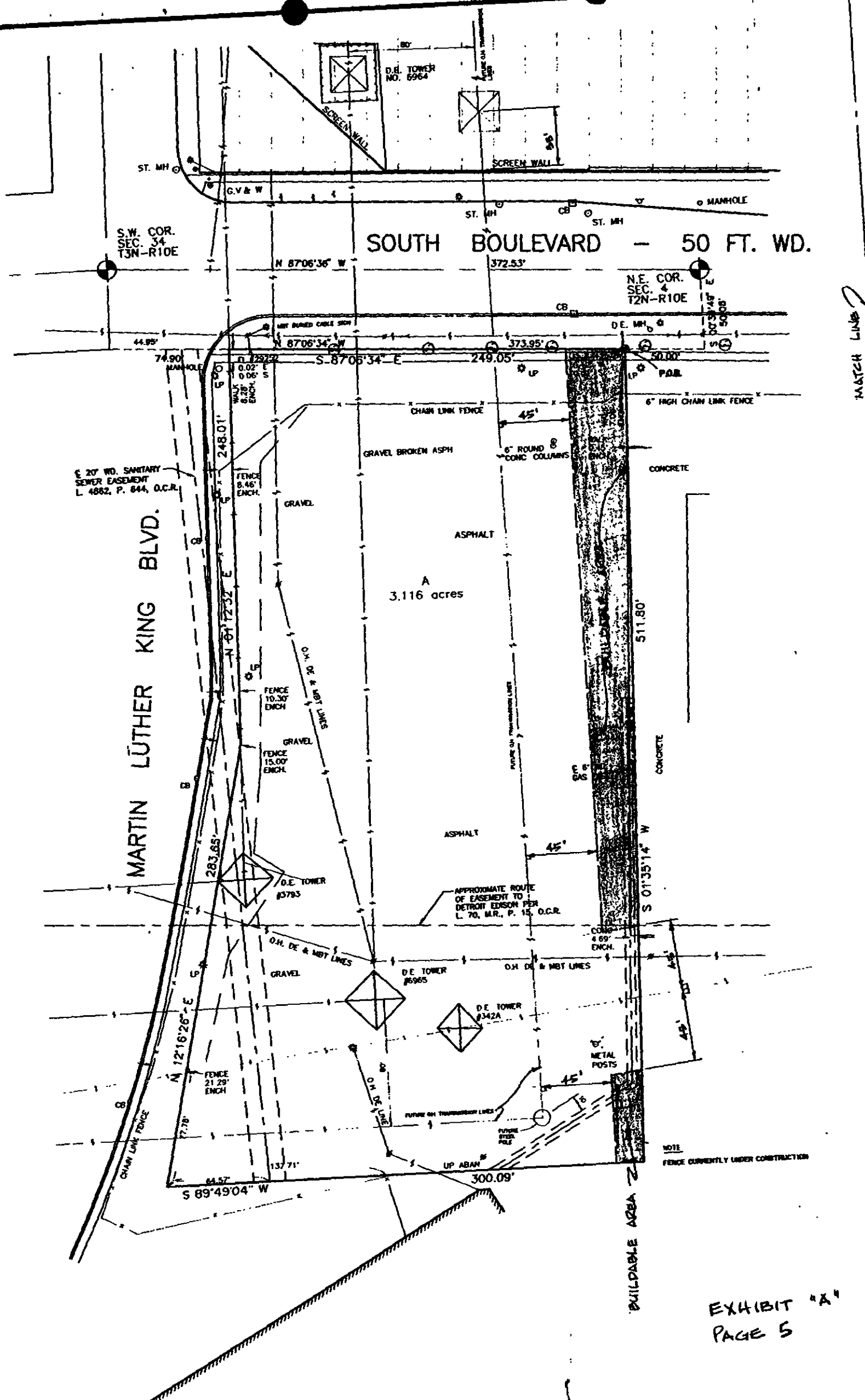
ALTA SURVEY

PART OF LOT 2 OF ASSESSOR'S PLAT No. 98 OF PART OF THE NW 1/4 OF SECTION 4, T2N-R10E, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN.

CLIENT: ARGONAUT REALTY

SCALE	DESIGNED	JOB NUMBER
1"=40'	DRAWN TAD	3-3642
ISSUE DATE	APPROVED JAH	SHEET NUMBER
6-15-1995		1

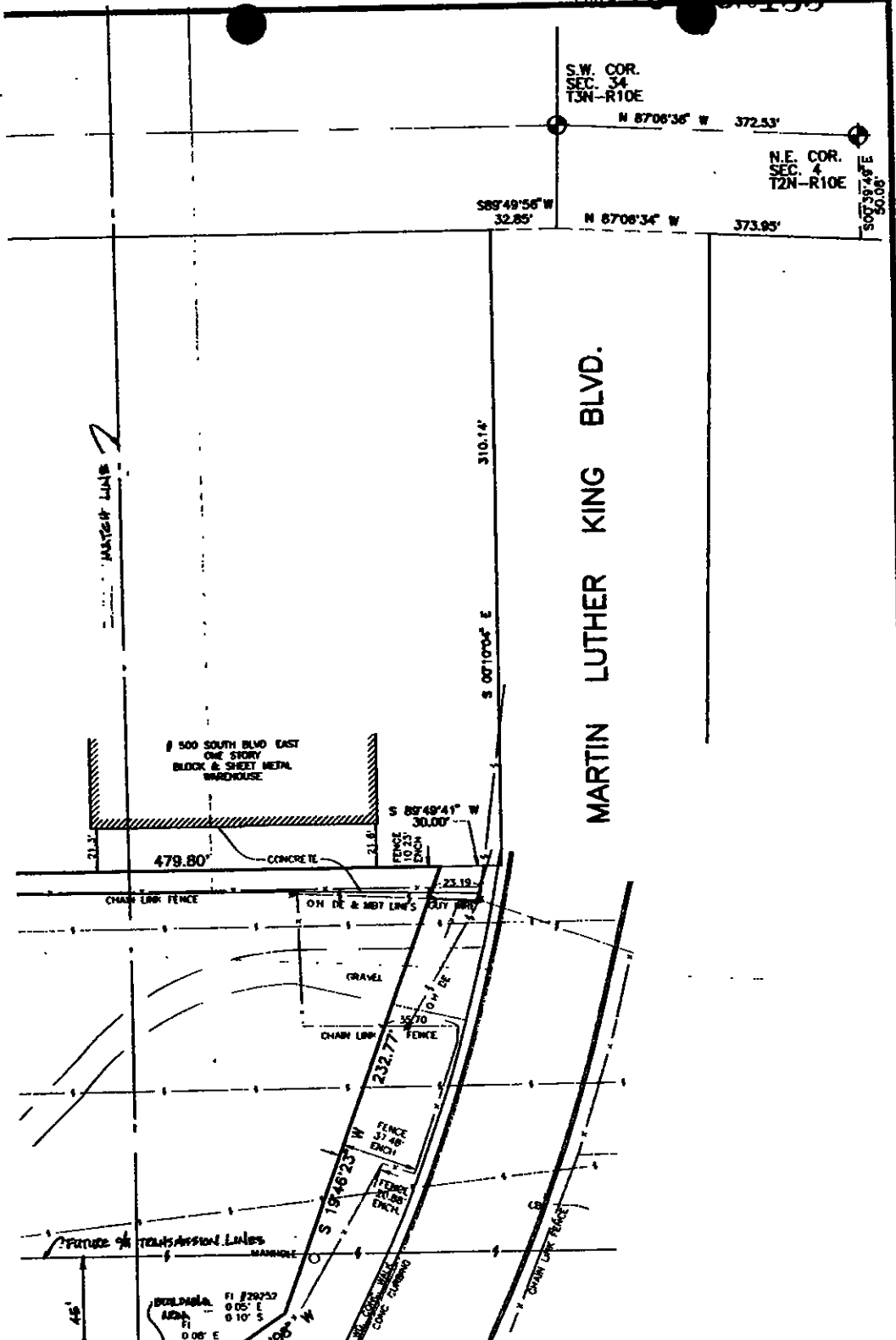
RECORDED UNDER OF MAY 26, 1995 47732



MATCH LINE

47732
PROPERTY OWNED BY MR. ...

MATCH LINE

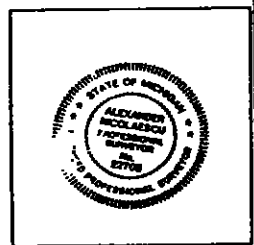


RECORDED RIGHT OF WAY NO. 47733

1995,

EXHIBIT "A"
PAGE 6

IT IS
REQUIREMENTS
SET BY
11 AND 13
OF AN URBAN
Y.



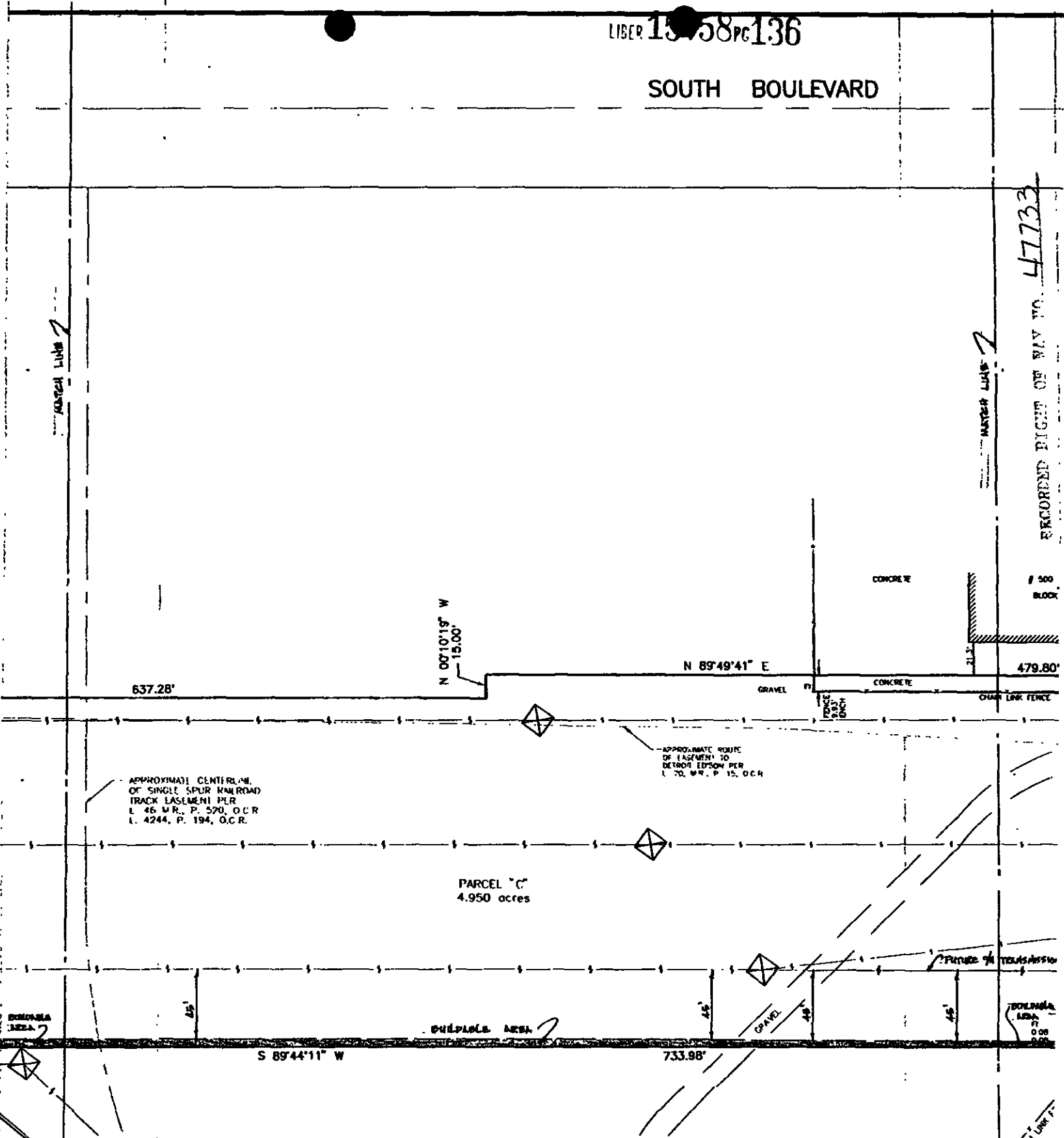
9-19-95	REV. PER REVISION
9-8-95	REV. PER DET. EDISON CO.
DATE	REVISIONS

DF
NOWAK & FRAUS
Civil Engineers Land Surveyors
1310 N. Stephenson Highway Royal Oak, Michigan 48067-1508
Tel. (810) 399-0886 Fax. (810) 399-0805

ALTA SURVEY		
PART OF LOT 2 OF ASSESSOR'S PLAT No. 98 OF PART OF THE NW 1/4 OF SECTION 4, T2N-R10E, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN.		
CLIENT: ARGONAUT REALTY		
SCALE 1"=40'	DESIGNED	JOB NUMBER 3-3642
ISSUE DATE 6-15-1995	DRAWN TAD	SHEET NUMBER 1
	APPROVED JAH	

SOUTH BOULEVARD

RECORDED RIGHT OF WAY TO 47733



APPROXIMATE CENTERLINE OF SINGLE SPUR RAILROAD TRACK EASEMENT PER L. 46 M.R., P. 570, O.C.R. L. 4244, P. 194, O.C.R.

PARCEL "C"
4.950 acres

APPROXIMATE ROUTE OF EASEMENT TO DETROIT EDISON PER L. 70, W.R., P. 15, O.C.R.

LEGAL DESCRIPTION "PARCEL C"

PART OF LOT 2 OF ASSESSOR'S PLAT NO. 98, AS RECORDED IN LIBER 18 PAGE 98, OAKLAND COUNTY RECORDS AND BEING PART OF SECTION 4, TOWN 2 NORTH, RANGE 10 EAST, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, THENCE S. 09° 39' 49" E, 58.88 FEET TO A POINT ON THE SOUTH LINE OF SOUTH BOULEVARD; THENCE N. 67° 09' 34" W, ALONG SAID SOUTH LINE 372.95 FEET; THENCE S. 09° 49' 50" W, 32.85 FEET; THENCE S. 09° 10' 04" E, 318.14 FEET; THENCE S. 09° 49' 41" W, 38.00 FEET TO THE POINT OF BEGINNING; THENCE S. 19° 46' 23" W, 232.77 FEET; THENCE S. 59° 52' 00" W, 34.80 FEET; THENCE S. 09° 46' 11" W, 333.96 FEET; THENCE 354.86 FEET ALONG A CURVE TO THE LEFT (RADIUS 11645.50 FEET, CENTRAL ANGLE 81° 29' 24", CHORD BEARS N. 09° 57' 19" W, 364.85 FEET); THENCE N. 09° 49' 41" E, 437.28 FEET; THENCE N. 09° 10' 19" W, 15.00 FEET; THENCE N. 09° 49' 41" E, 479.80 FEET TO THE POINT OF BEGINNING, CONTAINING 315643 SQUARE FEET OR 4.950 ACRES AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

WE HAVE REVIEWED THE LEGAL DESCRIPTION FOR PARCEL C AS CONTAINED IN LAWYER'S TITLE INSURANCE CORPORATION'S TITLE COMMITMENT No. T9510462, BEARING AN EFFECTIVE DATE OF FEB. 15, 1995, AND DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED BY THE LEGAL DESCRIPTION SET FORTH HEREIN IS THE SAME PROPERTY AS THAT SET FORTH IN TITLE COMMITMENT No. T9510462, WITH NO GAPS OR GORES.

CERTIFICATION:

TO GENERAL MOTORS CORPORATION, THE DETROIT EDISON COMPANY, AND LAWYER'S TITLE INSURANCE CORPORATION:

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 9, 10, 11 AND 13 OF TABLE A THEREOF, AND PURSUANT TO THE ACCURACY STANDARDS OF AN URBAN SURVEY, AND THAT THERE IS NO FLOOD DESIGNATION ON THE PROPERTY.

DATE: 02-17-95
Alexander Modlaescu
ALEXANDER MODLAESCU, L.L.S.
REGISTRATION No. 22705

EXHIBIT "A"
PAGE 7

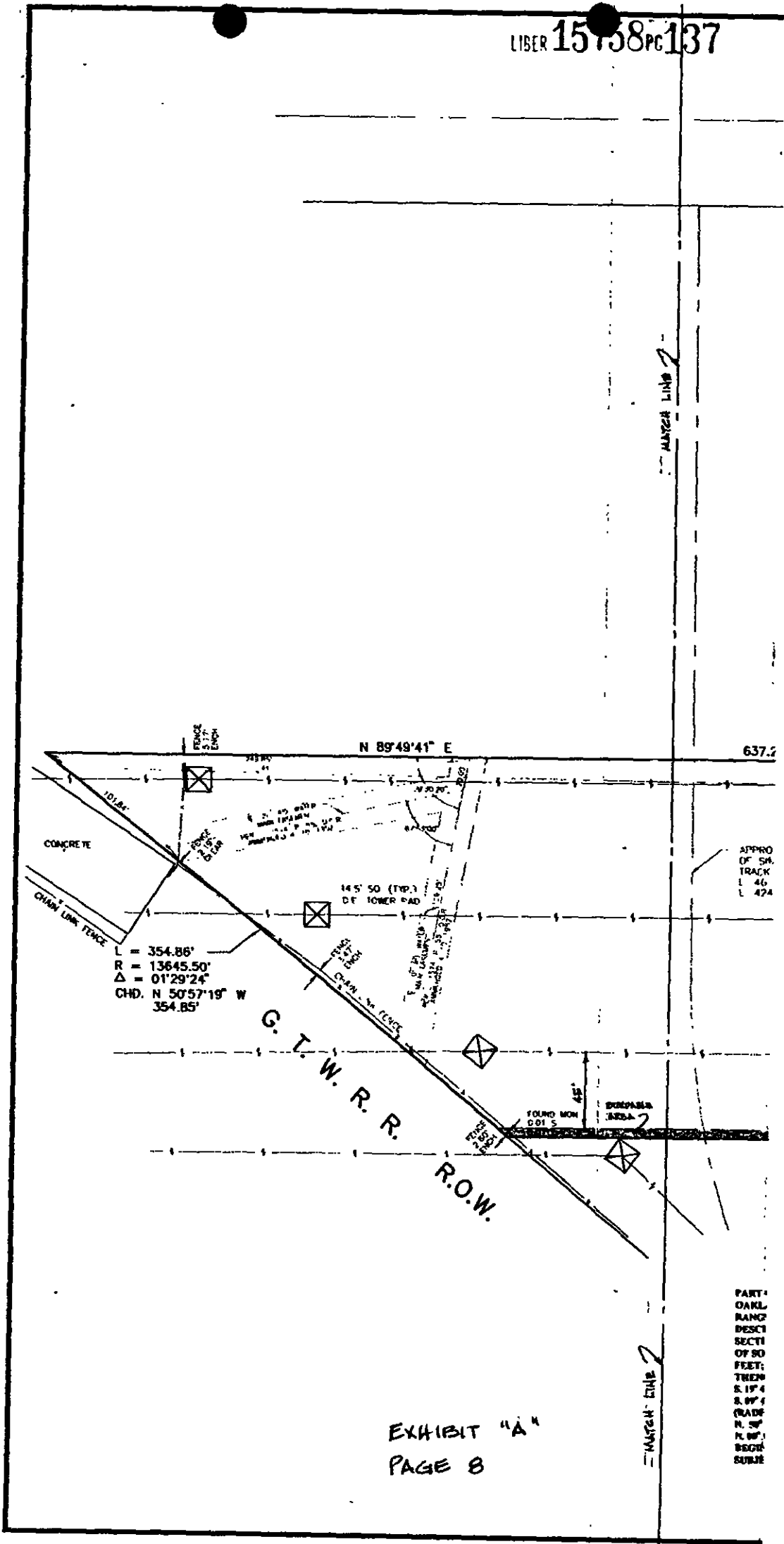


EXHIBIT "A"
PAGE 8

47332

EXHIBIT "B"

Legal description of Easement Area in the City of Pontiac for an overhead and underground electric line easement from General Motors to Detroit Edison

Land in the City of Pontiac, Oakland County, Michigan, described as all that part of Lots 60-78, 142-156, 219-231, 286, 302-308, 320, 322-327, 332-339, 343-357, 361 and part of Lots 232, 233, 360 and parts of vacated alleys and walkways and parts of vacated Irwin, Central, Ferry and Midway Avenues of "South Park" Subdivision, a part of the S.W. 1/4 of Section 34, T.3N., R.10E., City of Pontiac, Oakland County, Michigan, as recorded in Liber 47 of Plats, Page 21, Oakland County Records.

The above parcel being more particularly described as follows;

PARCEL 1

Commencing at the S.W. corner of said Section 34; thence N. 01° 11' 21" E., along the West line of said Section 34, 60.28 feet; thence S. 87° 18' 59" E., 60.02 feet to the point of beginning, said point being the S.W. corner of Lot 71 of "South Park" Subdivision; thence N. 01° 11' 21" E., along the Easterly right-of-way line of Martin Luther King Jr. Boulevard, 853.58 feet to a point, said point being 16.67 feet Southerly of the N.W. corner of Lot 360 of said "South Park" Subdivision; thence S. 87° 45' 47" E., 110.01 feet to a point in the center of a vacated alley in the rear of said Lot 360; thence N. 01° 11' 21" E., along the centerline of said alley, 0.96 feet; thence S. 87° 18' 59" E., 110.26 feet to a point on the Easterly line of Lot 233; thence S. 02° 41' 01" W., 745.11 feet along the Easterly line of Lots 233, 219, 156, 142 and 78 to a point on the centerline of the vacated alley to the rear of said Lot 78; thence S. 87° 18' 59" E., along the centerline of said vacated alley, 47.00 feet; thence S. 02° 41' 01" W., 110.00 feet along the Easterly line of Lot 60 to a point on the Northerly right-of-way line of South Boulevard; thence N. 87° 18' 59" W., along said right-of-way line, 244.98 feet to the point of beginning. Containing 183,850 square feet or 4.221 acres.

PARCEL 2

Commencing at the S.W. corner of said Section 34; thence N. 01° 11' 21" E., along the West line of said Section 34, 60.28 feet; thence S. 87° 18' 59" E., 60.02 feet; thence N. 01° 11' 21" E., along the Easterly right-of-way line of Martin Luther King Jr. Boulevard, 955.29 feet to the point of beginning; thence continuing along said right-of-way line, N. 01° 11' 21" E., 370.84 feet to a point on the centerline of vacated Midway Avenue; thence S. 87° 18' 59" E., along said centerline, 286.26 feet; thence N. 50° 29' 10" E., 10.72 feet; thence S. 87° 18' 59" E., along the Northerly line of Lot 322, 152.06 feet to a point on the Westerly line of Lot 361; thence N. 02° 41' 01" E., 124.03 feet along said Westerly line of said Lot 361 to a point on the Southerly right-of-way line of abandoned Grand Trunk Western Railroad; thence the following five (5) courses along said Southerly abandoned Grand Trunk Western Railroad right-of-way line: 102.66 feet along a curve to the left (radius 2062.24 feet, central angle 02° 51' 08", chord bears S. 74° 45' 57" E., 102.66 feet); and 108.46 feet along a curve to the left (radius 1171.82 feet, central angle 05° 18' 11", chord bears S. 78° 50' 37" E., 108.42 feet); and 668.32 feet along a curve to the left (radius 2147.32 feet, central angle 17° 49' 57", chord bears N. 89° 35' 19" E., 665.63 feet); and 51.38 feet along a curve to the left (radius 810.21 feet, central angle 03° 38' 00", chord bears N. 78° 51' 20" E., 51.37 feet); and N. 77° 02' 20" E., 235.59 feet to a point on the Westerly right-of-way line of Bradford Avenue, said point also being the Northeasterly corner of Lot 302; thence S. 00° 31' 33" W., along said right-of-way line, 295.59 feet to the S.E. corner of Lot 302; thence N. 87° 18' 59" W., along the Northerly line of vacated Woodford Avenue, 662.06 feet to the S.W. corner of Lot 307; thence S. 02° 41' 01" W., along the Westerly line of vacated Woodford Avenue, 70.00 feet to the S.E. corner of Lot 286; thence N. 87° 18' 59" W., along the South line of Lots 286 and 361, 311.64 feet to the N.E. corner of Lot 320; thence S. 16° 56' 21" W., along the Westerly line of vacated Greendale Avenue, 41.27 feet to the S.E. corner of Lot 320; thence N. 87° 18' 59" W., 176.12 feet to the S.W. corner of Lot 320; thence S. 02° 41' 01" W., 30.00 feet to the S.E. corner of Lot 327; thence N. 87° 18' 59" W., 190.00 feet along the South line of Lot 327 extended to the Westerly right-of-way line of vacated Midway Avenue; thence S. 02° 41' 01" W., along said right-of-way line, 171.88 feet to a point on the centerline of

RECORDED RIGHT OF WAY NO. 47733

14-34-302-005 Lots 286, 302-308, 320, 322-327, 332-339, 343-357, 361 47021

14-34-354-009 Lots 60-78, 142-156, 219-231, pts 232, 233, 360 (parcel 1)

pt 14-34-302-001-pt vac Midway Ave.

vacated Ferry Avenue; thence following said centerline along the following three (3) courses: 64.92 feet along a curve to the right (radius 653.25 feet, central angle 05° 41' 38", chord bears N. 67° 35' 48" W., 64.89 feet); and 51.20 feet along a curve to the left (radius 130.00 feet, central angle 22° 34' 00", chord bears N. 76° 01' 59" W., 50.87 feet); and N. 87° 18' 59" W., 135.61 feet to the point of beginning. Containing 418,427 square feet or 9.606 acres.

And

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

Part of Lot 2, Assessor's Plat No. 98 as recorded in Liber 1B, Page 98, Oakland County Records, being part of the Northwest 1/4 of the Northwest 1/4 of Section 3 and part of the Northeast 1/4 of Section 4, Town 2 North, Range 10 East, more particularly described as: Commencing at a point in the South line of South Boulevard 100 feet wide, 33 feet West from the intersection of the South line of South Boulevard and the line between Section 33 and 34 in Pontiac Township, extended Southerly; thence South 87 degrees 50 minutes 59 seconds East, 33 feet along South line of South Boulevard; thence South 84 degrees 47 minutes 29 seconds East 373.95 feet; thence South 3 degrees 54 minutes 31 seconds West 10.01 feet; thence South 65 degrees 3 minutes 14 seconds East 80.50 feet; thence South 2 degrees 5 minutes 16 seconds West 269.93 feet; thence South 85 degrees 3 minutes 14 seconds East 300.36 feet; thence South 2 degrees 5 minutes 16 seconds West 100.05 feet; thence North 85 degrees 23 minutes 14 seconds West 392.54 feet; thence South 3 degrees 54 minutes 16 seconds West 194.00 feet; thence South 62 degrees 30 minutes 16 seconds West 846.23 feet to the Easterly side line of the Grand Trunk Railway right of way; thence Northwesterly along said Easterly side line of the Grand Trunk Railway, being a curve of radius 13,645.5 feet, whose chord bears North 47 degrees 7 minutes 14 seconds West 1078.70 feet, to the South line of the Baldwin Rubber Company land; thence South 87 degrees 51 minutes 14 seconds East 1164.35 feet; thence Northerly along Easterly line of Baldwin Rubber Company's land to the place of beginning.

EXCEPT land in City of Pontiac, Oakland County, Michigan, part of Northeast 1/4 of Section 4, Town 2 North, Range 10 East, described as: Commencing at a point in South line of South Boulevard (100 feet wide), 33 feet West from the intersection of said South line of South Boulevard and the line between Sections 33 and 34 in Pontiac Township, extended Southerly; thence continuing Westerly along said South line of South Boulevard 564.65 feet to a monument; thence South 2 degrees 9 minutes 1 second West 310.18 feet to a point in South line of land of the Baldwin Rubber Company; thence South 87 degrees 51 minutes 14 seconds East along said South line of land of Baldwin Rubber Company, 55 feet to the point of beginning; thence North 87 degrees 51 minutes 14 seconds West 654.73 feet to the Northeasterly right of way line of the former Detroit, Grand Haven & Milwaukee Railway (now Grand Trunk Railway); thence Southeasterly along said right of way line to the intersection of said right of way line and a line parallel to and 15 feet Southerly of and measured at right angles to said South line of the Baldwin Rubber Company; thence South 87 degrees 51 minutes 14 seconds East along said parallel line, 637.28 feet to a point; thence Northerly at right angles to said parallel line, 15 feet to the point of beginning.

ALSO EXCEPTING land in City of Pontiac, Oakland County, Michigan, Part of the Northwest 1/4 of the Northwest 1/4 of Section 3 and the Northeast 1/4 of Section 4, Town 2 North, Range 10 East, described as: Commencing at the intersection of the South line of South Boulevard (100 feet wide) and the line between Sections 33 and 34, Pontiac Township, extended Southerly; thence South 84 degrees 47 minutes 29 seconds East along the said South line of South Boulevard 323.80 feet to an iron at the point of beginning; thence South 3 degrees 54 minutes 16 seconds West 511.80 feet to an iron; thence North 87 degrees 51 minutes 14 seconds West 450.0 feet to an iron; thence South 2 degrees 09 minutes 01 seconds West 349.84 feet to an iron; thence North 62 degrees 30 minutes 16 seconds East 573.93 feet to a point; thence North 3 degrees 54 minutes 16 seconds East 194.0 feet to an iron; thence South 85 degrees 23 minutes 14 seconds East 392.54 feet to an iron; thence North 2 degrees 05 minutes 16 seconds East 100.05 feet to an iron; thence North 85 degrees 03 minutes 14 seconds West 300.36 feet to an iron; thence North 2 degrees 05 minutes 16 seconds East 269.93 feet to an iron in the South line of South Boulevard; thence North 85 degrees 03 minutes 14 seconds West along said

RECORDED RIGHT OF WAY NO. 47733

19-04-226-014
-016 15098

South line of South Boulevard, 80.5 feet to an iron; thence North 3 degrees 54 minutes 31 seconds East 10.01 feet to an iron; thence North 84 degrees 47 minutes 29 seconds West along said South line of South Boulevard, 50.0 feet to the point of beginning.

ALSO EXCEPTING that part of the Northeast 1/4 of Section 4, Town 2 North, Range 10 East, described as: Commencing at the intersection of the South line of South Boulevard and the line between Sections 33 and 34, Pontiac Township, extended Southerly; thence South 84 degrees 47 minutes 29 seconds East along the said South line of South Boulevard 323.80 feet to an iron; thence South 3 degrees 54 minutes 16 seconds West 511.80 feet to an iron; thence North 87 degrees 51 minutes 14 seconds West 450.0 feet to an iron; thence South 2 degrees 09 minutes 01 seconds West 19.32 feet to an iron and the point of beginning; thence continuing South 2 degrees 09 minutes 01 seconds West 330.52 feet to an iron at the Southwesterly corner of land conveyed to Willard Convey Company by The Detroit Edison Company, by deed dated December 12, 1951 and recorded in Liber 2851, Page 68, Oakland County Records; thence South 62 degrees 30 minutes 16 seconds West 273.30 feet to a monument in the Northeastly right of way line of the Grand Trunk Railroad; thence Northwesterly along said right of way line of the Grand Trunk Railroad, on a curve to the left, said curve having a radius of 13,645.5 feet and a central angle of 2 degrees 56 minutes 42 seconds, a chord distance of 701.30 feet and bearing North 46 degrees 19 minutes 59 seconds West to a monument; thence South 87 degrees 56 minutes 44 seconds East, 762.75 feet to the point of beginning.

ALSO EXCEPTING part of Lot 2, Assessor's Plat No. 98, as recorded in Liber 1B, Page 98, Oakland County Records and being part of Section 4, Town 2 North, Range 10 East, described as: Beginning at a point in the South line of South Boulevard, distant South 01 degrees 54 minutes 22 seconds West 50.08 feet and North 84 degrees 47 minutes 29 seconds West 299.05 feet from the Northeast corner of said Section 4; thence South 03 degrees 31 minutes 37 seconds West 248.01 feet measured [248.07 feet record]; thence South 14 degrees 35 minutes 31 seconds West 283.65 feet; thence North 87 degrees 51 minutes 51 seconds West 149.97 feet; thence North 22 degrees 05 minutes 28 seconds East 232.77 feet; thence South 87 degrees 51 minutes 14 seconds East 30.00 feet; thence North 02 degrees 09 minutes 01 seconds East 310.14 feet to the point on the South line of South Boulevard; thence South 87 degrees 50 minutes 59 seconds East 32.85 feet along the South line of South Boulevard to a set cut "+" in concrete; thence South 84 degrees 47 minutes 29 seconds East 74.90 feet continuing along the South line of South Boulevard to the point of beginning.

THE ABOVE PARCEL IS ALSO MORE PARTICULARLY DESCRIBED AS:

PARCEL "A"

PART OF LOT 2 OF ASSESSOR'S PLAT NO. 98, AS RECORDED IN LIBER 1B, PAGE 98, OAKLAND COUNTY RECORDS AND BEING PART OF SECTION 4, TOWN 2 NORTH, RANGE 10 EAST, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 4; THENCE S.00°39'49" E, 50.08 FEET; THENCE N.87°06'34" W., 50.00 FEET TO THE POINT OF BEGINNING; THENCE S.01°35'14" W, 511.80 FEET; THENCE S.89°49'04" W., 300.09 FEET; THENCE N.12°16'26" E., 283.65 FEET; THENCE N.01°12'32" E., 248.01; THENCE S.87°06'34" E., ALONG THE SOUTH LINE OF SOUTH BOULEVARD 249.05 FEET TO THE POINT OF BEGINNING. CONTAINING 135,725 SQUARE FEET OR 3.116 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TOGETHER WITH:

PARCEL "C"

PART OF LOT 2 OF ASSESSOR'S PLAT NO. 98, AS RECORDED IN LIBER 1B PAGE 98, OAKLAND COUNTY RECORDS AND BEING PART OF SECTION 4, TOWN 2 NORTH, RANGE 10 EAST, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, THENCE S.00°39'49" E, 50.08 FEET TO A POINT ON THE SOUTH LINE OF SOUTH BOULEVARD; THENCE N.87°06'34" W. ALONG SAID SOUTH LINE 373.95 FEET; THENCE S.89°49'56" W. 32.85 FEET; THENCE S.00°10'04" E. 310.14 FEET; THENCE S.89°49'41" W. 30.00 FEET TO THE POINT OF BEGINNING; THENCE S.19°46'23" W., 232.77 FEET; THENCE S.55°52'08" W., 34.68 FEET; THENCE S.89°44'11" W., 733.98 FEET; THENCE 354.86 FEET ALONG A CURVE TO THE LEFT (RADIUS 13,645.50 FEET, CENTRAL ANGLE 01°29'24", CHORD

RECORDED IN LIBER 1B PAGE 98

BEARS N.50°57'19" W., 354.85 FEET); THENCE N.89°49'41" E., 637.28 FEET; THENCE N.00°10'19" W., 15.00 FEET; THENCE N.89°49'41" E., 479.80 FEET TO THE POINT OF BEGINNING. CONTAINING 215,643 SQUARE FEET OR 4.950 ACRES AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

19-04-226-014

The property is subject to a 6 foot wide GAS LINE EASEMENT dated January 9, 1991, granted to Consumers Power Company, and whose centerline is described as: Commencing at the Northeast Corner of Section 4; Thence South 00°39'49" East, 50.08 feet; Thence North 87°06'34" West, 50.00 feet; Thence South 01°35'14" West, 222.31 feet, to the POINT OF BEGINNING; Thence North 86°32'02" West, 4.25 feet; Thence South 02°07'29" West, 240.07 feet; Thence South 59°59'50" West, 100.04 feet to the point of ending on the South line of Detroit Edison Company property (so-called), said point being distant South 89°49'04" West, 91.76 feet from the southeast corner of the said Detroit Edison Company property (so-called).

Also, subject to two 20 foot wide water line easements, whose centerlines are described as: [1] Commencing at the intersection of the North line of Detroit Edison property line and the Northeasterly line of Grand Trunk Western Rail Road Right of Way; Thence along the north property line 249.85 feet to the POINT OF BEGINNING; Thence Southwesterly along a line making a southwesterly angle of 79°30'20" with the said northerly line of Detroit Edison's property to a point on the said northeasterly line of the Grand Trunk Western Rail Road Right of Way. [2] Commencing at the intersection of the North line of Detroit Edison property line and the Northeasterly line of Grand Trunk Western Rail Road Right of Way; Thence along the north property line 249.85 feet to a point; Thence Southwesterly along a line making a southwesterly angle of 79°30'20" with the said northerly line of Detroit Edison's property, 20 feet to the POINT OF BEGINNING; Thence southwesterly along a line making a southwesterly angle of 67°53'00" with the last described line extended southerly, to a point on the northeasterly line of the Grand Trunk Western Rail Road Right of Way.

47732

ENERGY DELIVERY

GM-TPC North Project
RFW No.: 253986
Project No.: TOA9900565

Date: October 10, 2000

To: Phillip Martin
Records Center, 2310 WCB

From: Thomas Wilson, SR/WA
Redford Service Center

Subject: Relocation of Existing Towers and Associated Easement Changes

In two deeds dated September 22, 1995, Detroit Edison sold Edison tower corridor land to General Motors Corporation.

- One deed recorded in Liber 15758, page 116 (attached), sold all remaining Edison land (survey SE 184-6) from property files 505-4 (part 1) and 505-4 (part 2). Note: Papers in property file 505-2a, section I. (1995 sale from GM to Syndeco) should be moved to property file 505-4 (part 1).
- The second deed recorded in Liber 15737, page 487 (attached), sold all remaining Edison land (survey SE 511B-5) from property files 505-8, 505-8a, 505-8b and 505-8c.

On September 15, 1995, an "Easement For Overhead and Underground Electric Wires", was granted from General Motors to Edison, over the same land described in the two September 22 deeds. This Easement recorded in Liber 15758, page 119, is filed in R47733.

The papers available to me, related to the 1995 sale and grant of easement, are not currently in the appropriate property files and are attached now. The above property files, should reflect the 1995 sales, open property files may need to be closed and sold property files created. In addition, with the grant of easement date preceding the sale date, action may need to be taken to protect Edison's position.

On October 15, 1998 a Quitclaim Deed from Detroit Edison to General Motors Corporation, was executed. This document released all Edison rights in the subject land above, except for rights specifically granted to Edison, among others, in the R47733 ROW. A copy of this October 15, 1998 Quitclaim Deed and an "Amendment to Easement For Overhead and Underground Electric Wires" dated November 20, 1998 are attached, which should be added to file R47733.

On October 15, 1998 a Quitclaim Deed from Detroit Edison to General Motors Corporation, was executed. This document released all Edison rights in the subject land above, except for rights specifically granted to Edison, among others, in the R28863 ROW and Quit Claim Deed. A copy of this October 15, 1998 Quitclaim Deed and the Quit Claim Deed are attached, which should be added to file R28863.

On October 15, 1998 a Quitclaim Deed from Detroit Edison to General Motors Corporation, was executed. This document released all Edison rights in the subject land above, except for rights specifically granted to Edison. This Quitclaim Deed effectively released the recorded ROW in R4669. A copy of this October 15, 1998 Quitclaim Deed is attached, which should be added to file R4669.

FYI, The process for releasing recorded tower ROW's in files R4563, R4642 and an "Easement For Overhead and Underground Electric Wires", dated November 20, 1998, which was never sent to record center, is being considered by GM at this time. A copy of this 1998 ROW is attached for your record.

Please incorporate these papers into the referred to property or ROW files. Please take any action that may be required related to the 1995 sale / easement date sequence.

Attachment

Cc Dan Emmerich
George Hathaway
Al Heitsch
Tom Niemiec

74596

\$35.00 MISC RECORDING
\$2.00 REMONUMENTATION
03/05/1999 03:30:37 P.M. RECEIPT# 5526
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES

THIS EASEMENT AGREEMENT is made on 20th of November 1998 by GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as "Grantor", and THE DETROIT EDISON COMPANY, a Michigan corporation, with its principal address at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "Grantee",

WITNESSETH:

Grantor is the owner of a parcel of property ("Easement Area") located in the City of Pontiac, County of Oakland, and State of Michigan, as shown on Exhibit "A" and described on Exhibit "B", both attached hereto and made a part hereof; and

**Tax Parcels are attached on EXHIBIT C
Grantee desires that a permanent easement be granted to provide electric power for and put its facilities in, over, under and across a 60-foot wide portion ("Towerline Easement Area") of the Easement Area, on an exclusive basis, which excludes Grantor and all other parties, to transmit electricity; and to construct, reconstruct, operate, maintain, repair, replace, improve, modify, enlarge and remove overhead and underground electric transmission lines consisting of towers, wood or steel pole structures, poles, H-frames, or any combination of same, wires, cables, conduits, manholes, crossarms, braces, guys, anchors and transformers and other fixtures and

15 P
R
16 Pns

appurtenances and electric control circuits and devices ("Edison Facilities"); upon the terms set forth in this Easement Agreement; and

Grantee further desires that a permanent easement be granted over and across a 30-foot wide portion ("Tree Trimming Easement Area") of the Easement Area to permit tree trimming operations required in connection with the Edison Facilities located on the Towerline Easement Area; upon the terms set forth in this Easement Agreement; and

Grantor is agreeable to providing such easements (collectively, "Easement") to Grantee;

THEREFORE, for ONE DOLLAR (\$1.00) (and other valuable consideration,) the sufficiency and receipt of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

- (1) **GRANT:** Grantor grants to Grantee or its permitted assigns, on an exclusive basis, which excludes Grantor and all other parties, a permanent easement ("Towerline Easement") to transmit electricity in, over, under and across the Towerline Easement Area; and to construct, reconstruct, operate, maintain, repair, inspect, replace, improve, modify, enlarge and remove overhead and underground electric transmission lines consisting of towers, wood or steel pole structures, poles, H-frames, or any combination of same, wires, cables, conduits, manholes, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices ("Edison Facilities"); upon the terms set forth in this Easement Agreement; and

Grantor further grants to Grantee or its permitted assigns a permanent easement ("Tree Trimming Easement") over and across the Tree Trimming Easement Area for the purpose of trimming, cutting, removing or otherwise controlling any trees,

branches, roots and brush that Grantee reasonably believes could interfere with or grow to the point of interfering with the operation and maintenance of the Edison Facilities located on the Towerline Easement Area; upon the terms set forth in this Easement Agreement.

- (2) **PERMITTED USE:** The permanent Towerline Easement is granted on an exclusive basis, which excludes Grantor and all other parties, solely to transmit electricity in, over, under and across the Easement Area; and to construct, reconstruct, operate, maintain, repair, inspect, replace, improve, modify, enlarge and remove overhead and underground electric transmission lines consisting of towers, wood or steel pole structures, poles, H-frames, or any combination of same, wires, cables, conduits, manholes, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices ("Edison Facilities"); upon the terms set forth in this Easement Agreement; and

The permanent Tree Trimming Easement is granted solely for the purpose of trimming, cutting, removing or otherwise controlling any trees, branches, roots and brush that Grantee reasonably believes could interfere with or grow to the point of interfering with the operation and maintenance of the Edison Facilities located on the Towerline Easement Area; upon the terms set forth in this Easement Agreement.

- (3) **REPAIR AND REPLACEMENTS:** The Grantee shall repair or replace all fences, gates, utility lines, driveways, parking areas, ditches, drains and landscaping damaged or destroyed in the construction and installation of Grantee's electric transmission lines or during any inspection, repair, maintenance or removal of same. It is agreed, however, that Grantee may, from time to time in order to maintain Grantee's facilities in a safe and reliable

condition, trim, cut, remove or otherwise control any trees, branches, roots and brush in the Easement Area.

- (4) **EASEMENTS OR RESTRICTIONS:** The granting of this Easement is subject to any easements or restrictions of record or those matters which a personal inspection or an accurate survey of the Easement Area would reveal and upon the following terms:
- (a) Grantor agrees that no building, other above-ground structures, or dumpsters shall be placed within the Towerline Easement Area;
 - (b) Grantor shall not raise or lower the existing grade in the Towerline Easement Area by more than one (1) foot;
 - (c) All lighting fixtures and fences installed by Grantor in the Towerline Easement Area must be grounded in accordance with the National Electrical Safety Code Standards.
- (5) **SUPERVISION:** Grantee shall be responsible during the term of this Easement Agreement for the supervision of all work performed in connection with its access to and use of the Easement Area, and Grantee shall take all precautions, including, but not limited to, the posting of signs and the placing of barricades as are necessary in the interest of public safety and for the safety of any persons working on or traveling upon or in any way using the Easement Area or land adjacent thereto. Grantee shall also be responsible for and take all precautions for the protection of all persons and of real and personal property situated adjacent to or abutting the Easement Area.

- (6) **CONFORMITY WITH LAW:** All construction, operations, inspections, repairs and maintenance conducted by Grantee on the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, State and Federal laws, statutes, rules and regulations pertaining thereto.
- (7) **INSURANCE:** Throughout the term of this Easement Agreement, Grantee shall self-insure, or Grantee shall obtain and cause its contractors to obtain and maintain, at Grantee's sole cost and expense, and keep in force for the benefit of Grantee, with Grantor named as additional insured, insurance policies providing the following coverages:
- (a) A comprehensive policy of general public liability insurance, protecting and indemnifying Grantor and Grantee against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the Easement Area, and all other areas adjacent to the Easement Area, with such policy to be in the minimum amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence, for personal injury and property damage;
 - (b) Worker's compensation insurance having such limits and containing such terms and conditions as are required under applicable law;
 - (c) Such other insurance, in such amounts and in such form as may reasonably be required by Grantor from time to time during the term of this Easement Agreement.

All insurance policies required to be procured and maintained hereunder shall (i) be issued by financially responsible insurance companies; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Grantor may carry; and (iii) contain an express waiver of any right of subrogation by the insurance company against Grantor and its agents and employees. Neither the issuance of any insurance policy required hereunder,

nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Grantee (or its contractor[s]) arising under or out of this Easement Agreement. Grantee shall deliver to Grantor certificates of insurance evidencing all of the coverages required hereunder. Each insurance policy, with the exception of worker's compensation insurance (and any renewal or extension thereof), required to be carried hereunder shall provide that, unless Grantor shall first have been given thirty (30) days' prior written notice, (i) such insurance policy shall not be canceled and shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy without Grantor's prior written approval.

Grantee shall not do or permit to be done any act or thing upon the Easement Area that will invalidate or be in conflict with any insurance policies covering the same. Grantee shall promptly comply with all insurance underwriters' rules, orders, regulations or requirements relating to such insurance policies, and shall not do or permit anything to be done in or about the Easement Area which shall increase the rate of insurance on Grantor's property.

- (8) **INDEMNIFICATION:** Except for claims arising out of Grantor's sole negligence, Grantee shall defend, indemnify, protect and save harmless Grantor, its officers, directors and employees from and against any and all claims, actions, suits, damages, liabilities, costs and expenses, including reasonable attorneys' fees and disbursements, that: (i) arise from or are in connection with the Easement granted hereunder for the Easement Area or any portion thereof; (ii) arise from or are in connection with any act or omission of Grantee or Grantee's agents, employees, contractors, subcontractors, licensees, invitees or others who are present as a specific result of this Easement

Agreement for or on behalf of Grantee; (iii) result from any default of this Easement Agreement or any provision hereof by Grantee; (iv) result from injury to person or property or loss of life sustained in or about the Easement Area; or (v) result from the presence of Grantee's property or equipment on the Easement Area, all regardless of whether such claims are asserted or incurred before, during or after the termination of this Easement Agreement. Grantee's obligations under this paragraph shall survive the termination of this Easement Agreement.

- (9) **HAZARDOUS MATERIALS AND PROHIBITED USE:** Grantee hereby represents and warrants to Grantor that Grantee, its agents, employees and contractors, shall not at any time store, handle, use, package, generate, place or allow to remain on the Easement Area or Grantor's property any hazardous substances, hazardous wastes or toxic substances (hereinafter collectively referred to as "Hazardous Substances"), as those terms are defined and regulated under CERCLA, 42 U.S.C. §9601 et seq.; RCRA, 42 U.S.C. §6901 et seq.; or TSCA, 15 U.S.C. §2601 et seq. Grantee covenants to comply with all environmental laws and regulations and to take such other actions as may be reasonably required to protect against environmental liabilities. The terms and provisions of this paragraph shall survive the termination of this Easement Agreement.
- (10) **WASTE OR NUISANCE:** Grantee shall not commit or suffer to be committed any waste or nuisance upon the Easement Area. Grantee shall take such action as may be reasonably necessary to prevent or terminate any such nuisance or waste arising out of Grantee's use of the Easement Area, including, without limitation, any nuisance created by employees, agents or contractors of Grantee.

- (11) **PROTECTION FROM LIENS:** Grantee shall keep the Easement Area and Grantor's property and every part thereof free and clear of any and all liens and encumbrances for work performed by Grantee, or on Grantee's behalf, on the Easement Area.
- (12) **TAXES:** Grantee shall be responsible for and shall pay, prior to delinquency, any and all taxes, assessments, levies, fees and other governmental charges levied or assessed against the Easement interest herein granted to Grantee or with respect to all personal property and equipment of Grantee located or to be located on the Easement Area.
- (13) **GOVERNING LAW:** This Easement Agreement shall be governed and construed in accordance with the laws of the state in which the property is located and shall not be modified, altered or amended except as agreed to in writing by the parties hereto.
- (14) **NOTICES:** All notices or other communications provided for under this Easement Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

If to Grantor:

General Motors Corporation
Worldwide Real Estate
Mail Code 482-309-939
485 West Milwaukee Avenue
Detroit, Michigan 48202
Attention: Director

If to Grantee:

The Detroit Edison Company
Corporate Real Estate Services
2000 Second Avenue, Room 2310 WCB
Detroit, Michigan 48226
Attention: Paul Potter

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same similarly given (such other or additional addresses or addressees being effective from and after the date of receipt of notice of the same by the other party).

- (15) **SUCCESSORS AND ASSIGNS:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
- (16) **ACCESS:** Grantee has the right to access the Easement area.
- (17) **TITLE:** Grantee will retain title to all property that Grantee places on the Easement Area, and none of the property will be considered inseparably attached to the land regardless of whether it would be considered in law but for this paragraph.
- (18) **ENVIRONMENTAL INDEMNITY:** Grantor will indemnify Grantee against all federal, state and municipal environmental agency claims arising out of or in connection with the environmental condition of Grantor's Easement Area. However, this indemnity will not apply if the environmental condition giving rise to such claim is the result of Grantee's construction, reconstruction, repair, maintenance, operation or removal of Grantee's facilities. This indemnity will survive the termination of this Easement Agreement.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument this 20th day of NOVEMBER, 1998, and the Grantee has signed and sealed this instrument this 15TH day of OCTOBER, 1998.

In the presence of:

Kelly M. Collins
KELLY M. COLLINS

Rebecca L. Hodick
REBECCA L. HODICK

In the presence of:

John C. Erb
John C. Erb

Kayal Shakkari
Kayal Shakkari

GENERAL MOTORS CORPORATION

BY [Signature]
L. J. Dunn, General Counsel
Worldwide Real Estate

ATTEST [Signature]
Assistant Secretary
MARILYN P. NIX

REVIEWED AND APPROVED
BY
R. D. HERRINGTON, ATTORNEY

EXAMINED AND RECORDED
MOBILE COUNTY DEED CLERK
BY [Signature]

THE DETROIT EDISON COMPANY

BY [Signature]

ATTEST [Signature]
Paul W. Potter, Director -
Corporate Real Estate

LIBER 19640PG11

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 20th day of November, A.D. 1998, by John J. Deas and Marilyn P. Deas, General Director and Assistant Secretary, respectively, of GENERAL MOTORS CORPORATION, a Delaware corporation, on behalf of the Corporation.

Meri Moustakas Collins

Notary Public, Wayne County, Michigan

MERI MOUSTAKAS COLLINS
Notary Public, Wayne County, MI
My Commission Expires 06/27/2003

My Commission Expires: 6/27/03

STATE OF MICHIGAN)
) ss.
COUNTY OF ~~OAKLAND~~ ^{WAYNE})

The foregoing instrument was acknowledged before me this 15th day of October, A.D. 1998, by Paul W. Puffer, Director Corporate Real Estate and N/A and N/A, respectively, of THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of the Corporation.

John C. Erb
John C. Erb

Notary Public, Oakland County, Michigan

JOHN C. ERB
Notary Public, Oakland County, MI
Acting in Wayne Co., MI
My Commission Expires Apr. 13, 2002

My Commission Expires: 4/13/02

LIDER 196410PG612

WHEN RECORDED RETURN TO:
The Detroit Edison Company
2000 Second Avenue, Suite 2310 WCB
Detroit, MI 48226
Attention: Paul W. Potter

THIS INSTRUMENT PREPARED BY:
Roger D. Herrington
Attorney at Law
485 West Milwaukee Avenue
MC 482-309-968
Detroit, MI 48202

WSIGM\STHPKSUB\DE-ESMT2.DOC

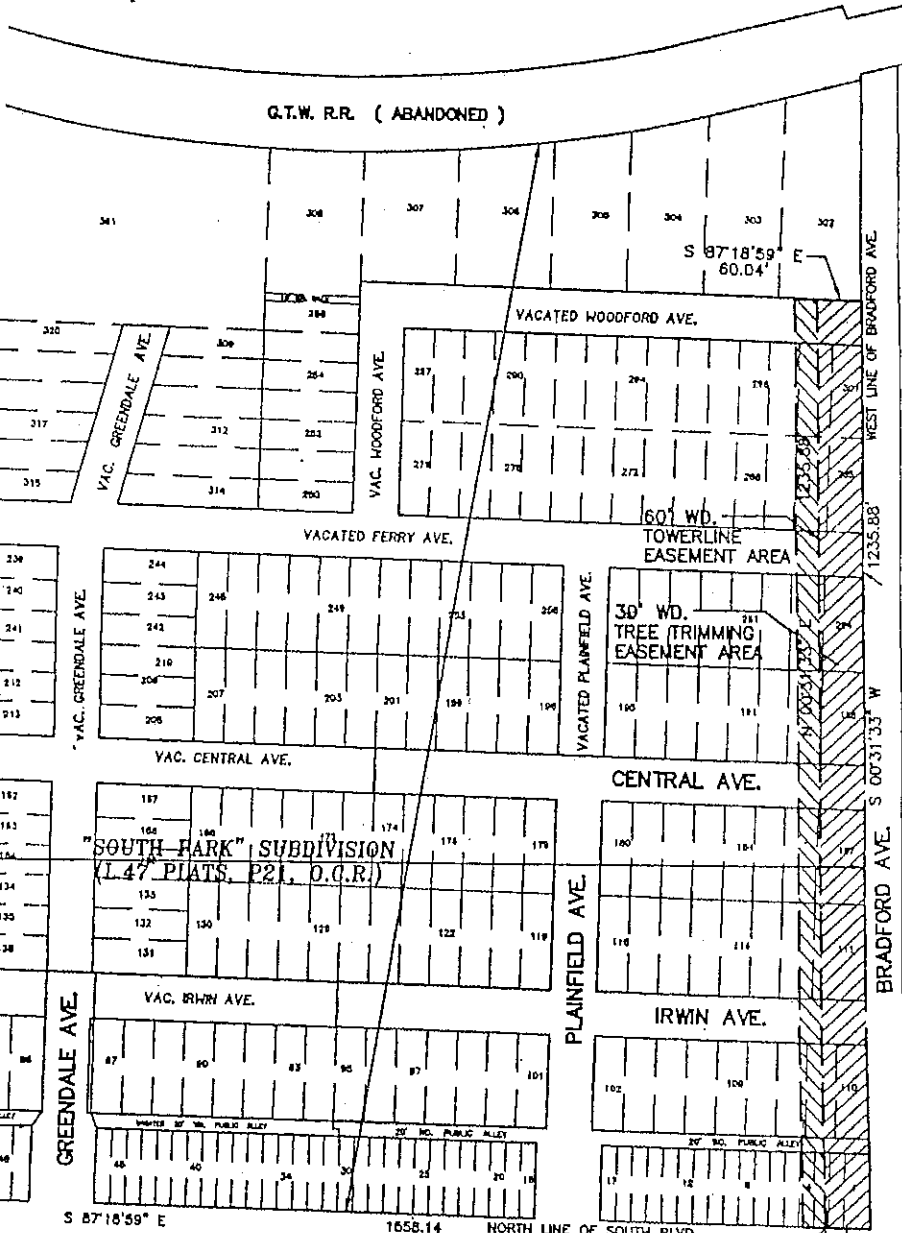
Exhibit 'A' ELECTRIC UTILITY EASEMENTS



MARTIN LUTHER KING JR. BLVD.

W. LINE OF SECTION 34

N 01°11'21" E



N 87°18'59" E
60.02'

S.W. COR. SEC. 34
T3N-R10E

N.E. COR. SEC. 4
T2N-R10E

SOUTH BLVD.

N 87°21'04" W

S. LINE SECTION 34

2658.12'

N 87°18'59" W
60.04'

S. 1/4 COR. SEC. 34
T3N-R10E

NOWAK & FRAUS P.L.L.C.
 CIVIL ENGINEERING LAND SURVEYING
 11 S. PERRY STREET PONTIAC, MI. 48342
 PHONE (248) 332-7931

EXHIBIT "B"

Legal description of Easement Area in the City of Pontiac for an overhead and underground electric wires easement, together with a tree trimming easement, from GENERAL MOTORS CORPORATION to THE DETROIT EDISON COMPANY.

Part of "South Park", a subdivision of part of the Southwest 1/4 of Section 34, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, as recorded in Liber 47 of Plats, Page 21, Oakland County Records, being the Easterly 90 feet thereof lying South of the Northerly line of vacated Woodford Avenue (60 feet wide), and being more particularly described as follows:

* PT of Lots 4, 108, 112, 186, 189, 263, 266, 267 and 299
ALL LOTS 1-3, 109-111, 187, 188, 264, 265, 300 and 301;
PT of alley adj. LOTS 1-3 and PT 4;
PT IRWIN AVE.
PT CENTRAL AVE.
PT Vacated Ferry Ave. PT of vacated Woodford Ave.

TOWERLINE EASEMENT AREA

Commencing at the Southwest corner of said Section 34; thence North 01 minute 11 minutes 21 seconds East 60.28 feet along the West line of said Section 34; thence South 87 degrees 18 minutes 59 seconds East 60.02 feet to the Southwest corner of Lot 71 of said "South Park" subdivision; thence South 87 degrees 18 minutes 59 seconds East 1,558.14 feet along the Northerly line of South Boulevard (120 feet wide) and Southerly line of said "South Park" subdivision to the point of beginning; thence North 00 degrees 31 minutes 33 seconds East, along a line 60 feet West of and parallel to the Westerly line of Bradford Avenue (50 feet wide), 1,235.88 feet to a point on the Northerly line of said vacated Woodford Avenue; thence South 87 degrees 18 minutes 59 seconds East, along said Northerly line, 60.04 feet to a point on the Westerly line of said Bradford Avenue, said point also being the Southeast corner of Lot 302; thence South 00 degrees 31 minutes 33 seconds West, along said Westerly line of Bradford Avenue and Easterly line of said "South Park" subdivision, 1,235.88 feet to a point on the Northerly line of said South Boulevard, said point also being the Southeast corner of Lot 1 of said "South Park" subdivision; thence North 87 degrees 18 minutes 59 seconds West, along said Northerly line of South Boulevard and Southerly line of said "South Park" subdivision, 60.04 feet to the point of beginning;

TREE TRIMMING EASEMENT AREA

Also, one (1) 30-foot wide parcel of land lying adjacent to and parallel with the Westerly line of the above-described 60-foot wide parcel of land.

EXHIBIT C

Tower Lane Esmt.

- pt 14-34-379-001 (Includes other lands) pt lot 109, all lot 110
- pt 14-34-378-007 (Includes other lands) pt lot 111
- pt 14-34-379-004 (Includes other lands) pt lot 3, all lots 1+2
- pt 14-34-354-007 (Includes other lands) pt lots 266+300, all lots 265+301
- pt 14-34-355-010 (Includes other lands) pt lot 189, all lots 188, 264 + pt lot 263
- ~~pt 14-34-378-005 (Includes other lands)~~
- pt 14-34-378-006 (Includes other lands) pt lot 187

and pt vac Woodford, Ferry, Central & Irwin Aves.
No Sidwell #'s

Tree Trimming Esmt.

- pt 14-34-379-001 - pt lots 108 & 109
- pt 14-34-378-007 - pt lots 111 & 112
- pt 14-34-379-004 - pt lots 3 & 4
- pt 14-34-354-007 - pt lots 266, 267, 299 + 300
- pt 14-34-355-010 - pt lots 189 + 263
- pt 14-34-378-005 - pt lot 186

and pt vac Woodford, Ferry, Central & Irwin Aves.
No Sidwell #'s



NSI Consulting &
Development, Inc.

26657
Woodward Avenue
Suite 100

Huntington Woods
Michigan, 48070

Telephone (248) 399-0700
Facsimile (248) 399-6085
E-Mail Info@NSI-Consulting.com

VIA FEDERAL EXPRESS

April 2, 2007

Ms. Geri Ireson
General Motors Corporation
Worldwide Real Estate
200 Renaissance Center
Mail Code 482-B38-C96
Detroit, MI 48265

Re : TPC North Project (Pontiac Centerpoint Campus)
"South Park" Subdivision
585 South Boulevard East
Pontiac, Michigan
Releases of Detroit Edison and International Transmission Company Easements

Dear Ms. Ireson:

The affidavits of lost quitclaim deeds, with quitclaim deeds attached, listed below were received from LandAmerica last week and are enclosed for your records.

The quitclaim deeds were originally sent to LandAmerica for recording on June 9, 2004. Recordings have been delayed on several occasions to satisfy the requirements of Oakland County. In addition, the documents were lost by either LandAmerica or Oakland County, requiring LandAmerica to execute an Affidavit of Lost Quitclaim Deed for each original quitclaim deed.

By copy of this letter, photocopies of each of the recorded documents have been sent by mail to Detroit Edison and International Transmission Company for their records.

1. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded March 12, 2007 in Liber 38860, Pages 766 – 770, Oakland County Records. The Quitclaim Deed releases the interest of The Detroit Edison Company in certain easements set forth in that certain instrument recorded in Liber 6178, Pages 771 – 775, Oakland County Records.
2. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded March 12, 2007 in Liber 38860, Pages 771 – 774, Oakland County Records. The Quitclaim Deed releases the interest of International Transmission Company in certain easements set forth in that certain instrument recorded in Liber 6178, Pages 771 – 775, Oakland County Records.

3. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded March 12, 2007 in Liber 38860, Pages 775 – 779, Oakland County Records. The Quitclaim Deed releases the interest of The Detroit Edison Company in that certain Right of Way Agreement recorded in Liber 70, Pages 15 - 17, Oakland County, Michigan Miscellaneous Records.
4. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded March 12, 2007 in Liber 38860, Pages 780 – 783, Oakland County Records. The Quitclaim Deed releases the interest of International Transmission Company in that certain Right of Way Agreement recorded in Liber 70, Pages 15 - 17, Oakland County, Michigan Miscellaneous Records.
5. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded March 12, 2007 in Liber 38860, Pages 784 – 788, Oakland County Records. The Quitclaim Deed releases the interest of The Detroit Edison Company in that certain Easement of Right of Way Agreement recorded in Liber 385, Page 93, Oakland County, Michigan Miscellaneous Records.
6. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded March 12, 2007 in Liber 38860, Pages 789 – 792, Oakland County Records. The Quitclaim Deed releases the interest of International Transmission Company in that certain Easement of Right of Way Agreement recorded in Liber 385, Page 93, Oakland County, Michigan Miscellaneous Records. ✓
7. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded March 12, 2007 in Liber 38860, Pages 793 – 797, Oakland County Records. The Quitclaim Deed releases the interest of The Detroit Edison Company in that certain Right of Way recorded in Liber 5, Page 6 , Oakland County, Michigan Miscellaneous Records.
8. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded March 12, 2007 in Liber 38860, Pages 798 – 801, Oakland County Records. The Quitclaim Deed releases the interest of International Transmission Company in that certain Right of Way recorded in Liber 5, Page 6 , Oakland County, Michigan Miscellaneous Records.

Please note that the documents listed in Items 3 through 8 relate to easements for transmission lines on lands south of South Boulevard East. These transmission lines have all been removed and, with the recent re-location of transmission lines to accommodate the new General Motors office building north of South Boulevard East, the easements are no longer required by Detroit Edison.

Plased also note that no title search was completed for any lands south of South Boulevard East; however, the documents listed in Items 3 through 8 are all of the applicable easements that could be found by Detroit Edison in their files.

To the best of our knowledge, recording of the documents listed above completes the release of all easements no longer required by Detroit Edison or International Transmission Company. Should you have any questions or require any information in the future regarding this matter, please contact Patrick O'Neill at the above-noted office in Huntington Woods.

Very truly yours,

W. T. Patterson

W. T. Patterson

Enclosures

c.c. Tom Wilson (w/ copies of 8 encls.)
Diane Francisco (w/ copies of 8 encls.)
Barbara Mention (w/ copies of 8 encls.)
P. J. O'Neill (w/o encls.)
NSI File

\\NS\GM\STHPKSUB\GI 20070402.doc

LIBER 38860 28780

Oakland County, MI
RECEIVED
FEB 27 2007
Ruth Johnson Register of Deeds

54822
LIBER 38860 PAGE 780
\$19.00 MISC RECORDING
\$4.00 REMONUMENTATION
03/12/2007 10:59:17 A.M. RECEIPT# 25902

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

FILED
MAR 08 2007
Ruth Johnson Register of Deeds
Oakland County, MI

Affidavit of Lost Quitclaim Deed (4)

State of Michigan)
(ss
County of Oakland)

The undersigned, Janet R. Meisel-Voisine, NCS Counsel of LandAmerica Financial Group, Inc. ("LandAmerica"), being duly sworn, deposes, and says:

I am 18 years old or more. I am authorized to submit this Affidavit regarding a matter affecting title to real property described below, and I have actual knowledge of the facts stated herein.

This Affidavit is filed pursuant to MCLA 565.451 and 565.1105 which provide for the giving and recording of notice relating to certain matters which may affect title to real property in the State of Michigan and to claims of interest in land. I submit this Affidavit regarding the parcel of property located in the City of Pontiac, County of Oakland, Michigan (the "Property"), described in Exhibit A attached hereto and made a part hereof.

On June 9, 2004 an original Quitclaim Deed from International Transmission Company to General Motors Corporation dated May 5, 2004 (the "Deed") was sent to LandAmerica Financial Group, Inc. ("LandAmerica") for recording with Oakland County. Attached hereto as Exhibit B is a "true certified" copy of the Deed.

The Deed was sent for recording and subsequently rejected for various reasons by the County and returned to LandAmerica. LandAmerica corrected the problems and resubmitted the Deed on or about August 5, 2005.

To date the Deed has not been recorded nor has it been returned as unrecordable by the Register of Deeds. The Deed is lost and attempts to have a replacement deed executed have been unsuccessful.

CHECKING COMPLETED
AT REGISTER OF DEEDS
FEB 28 2007
Ruth Johnson Register of Deeds
Oakland County, MI

CHECKING COMPLETED
AT REGISTER OF DEEDS
MAR 09 2007
Ruth Johnson Register of Deeds
Oakland County, MI

O.K.-A.N.

FILED

(4)
P
R
E
L

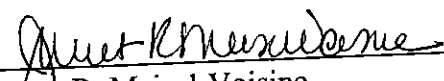
NCS
966?

LIBER38860 PG781

This Affidavit is for the purpose of replacing the lost Deed and to provide recordable evidence of the interest of the Grantee recited in the Deed.

March 8, 2006

Signed in the presence of :



Janet R. Meisel-Voisine

On this 8th day of March, 2006, before me appeared Janet R. Meisel-Voisine, NCS Counsel for LandAmerica Financial Group, Inc., to me known to be the person described in and who executed the foregoing Affidavit.



Drafted By and When Recorded Return to: Janet R. Meisel-Voisine, Esq., LandAmerica Financial Group, Inc., 1050 Wilshire Drive, Suite 310, Troy, Michigan 48084

Sally A Smith
Notary Public of Michigan
Oakland County
Expires 11/01/2011

Acting In Oakland

LIBER 38860 PG 782

4B

QUITCLAIM DEED

Grantor: International Transmission Company, a Michigan corporation of 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375

Quitclaims and Releases to Grantee: General Motors Corporation, a Delaware corporation, with its principal address at 300 Renaissance Center, P.O. Box 300, Detroit, Michigan 48265-3000, its interest in that certain Right of Way Agreement dated August 26, 1941, as recorded in Liber 70, Pages 15-17 of Oakland County, Michigan Miscellaneous Records, for the full consideration of ONE DOLLAR (\$1.00).

Tax Identification No.: Part of Tax Parcel No. PT 19-03-101-001
PT 19-03-126-002

Dated this 5TH day of MAY, 2004.

PT 19-04-226-007
PT 19-04-226-009
PT 19-04-226-010
PT 19-04-226-012

PT 19-04-224-019

INTERNATIONAL TRANSMISSION COMPANY

By: John H. Flynn
John H. Flynn
Vice President and General Counsel

Acknowledged before me in Oakland County, Michigan on MAY 5, 2004 by John H. Flynn, Vice President and General Counsel of the International Transmission Company.

BARBARA A. MENTION
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Nov 29, 2007

Notary's Stamp

(Acting in Oakland County, Michigan)

Notary's Signature

Barbara A. Mention

Prepared by: Barbara Mention, International Transmission Company, 39500 Orchard Hill Place, Novi, MI 48375

Return to: General Motors Corporation, c/o Worldwide Real Estate, 200 Renaissance Center, Mail Code 482-B38-C96, Detroit, MI 48265-2000, Attention: General Director

FILED
2004
MAY 5

LIBER 38860 PG 783

Land located in the Township of Bloomfield (now City of Pontiac), County of Oakland, State of Michigan described as follows:

That part of the North 1/2 of the Northeast 1/4 of Section 4 and that part of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 3 bounded and described as follows:

Beginning at a point on South line of South Boulevard (100 feet wide) 33 feet West of the intersection of South line of South Boulevard and the line between Sections 33 and 34 (in Pontiac Township) extended Southerly; thence South 87 degrees 50 minutes 59 seconds East 33 feet; thence South 84 degrees 47 minutes 29 seconds East 373.95 feet; thence South 3 degrees 54 minutes 31 seconds West 10.01 feet; thence South 85 degrees 3 minutes 14 seconds East, 80.50 feet; thence South 2 degrees 05 minutes 16 seconds West 269.93 feet; thence South 85 degrees 03 minutes 14 seconds East 300.36 feet; thence South 2 degrees 05 minutes 16 seconds West 100.05 feet; thence North 85 degrees 23 minutes 14 seconds West 392.54 feet; thence South 3 degrees 54 minutes 16 seconds West 194.00 feet; thence South 62 degrees 30 minutes 16 seconds West 846.23 feet to the Easterly right of way line of the Detroit Grand Haven and Milwaukee Railway Company; thence Northwesterly along said Easterly right of way line of the Detroit Grand Haven and Milwaukee Railway Company 1078.9 feet; thence South 87 degrees 51 minutes 14 seconds East 1164.38 feet; thence Northerly to point of beginning.

The route of the lines shall be as follows: Beginning at a point on the East line of said land 412.5 feet South of center line of South Boulevard; thence Westerly and parallel to said center line 1110 feet; thence Northwesterly 780 feet to a point on Detroit Grand Haven and Milwaukee Railway Company Easterly right of way line 354 feet South of said center line of South Boulevard, measured at right angles to said center line.



NSI Consulting &
Development, Inc.

26657
Woodward Avenue
Suite 100

Huntington Woods
Michigan, 48070

Telephone (248) 399-0700
Facsimile (248) 399-6085
E-Mail Info@NSI-Consulting.com

October 2, 2006

Ms. Geri Ireson
General Motors Corporation
Worldwide Real Estate
200 Renaissance Center
Mail Code 482-B38-C96
Detroit, MI 48265

Re: TPC North Project (Pontiac Centerpoint Campus)
"South Park" Subdivision
585 South Boulevard East
Pontiac, Michigan
Releases of Detroit Edison Easements

Dear Ms. Ireson:

The documents listed below were received from LandAmerica last week and are enclosed for your records.

LandAmerica alleges that all of the original documents sent to Oakland County for recording were lost by the County and, therefore, executed an Affidavit of Lost Quitclaim Deed for each document so that they could be recorded.

Of the five (5) documents listed, however, three (3) had already been recorded by LandAmerica approximately two (2) years ago, as noted. Apparently and inexplicably, LandAmerica did not realize that these documents had already been recorded and thought that they also had been lost by the County.

1. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded August 1, 2006 in Liber 37915, Pages 800 – 805, Oakland County Records. The Quitclaim Deed releases the interest of The Detroit Edison Company contained in a Quit Claim Deed recorded in Liber 6170, Pages 544 – 546, Oakland County Records.
2. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded August 1, 2006 in Liber 37915, Pages 806 – 810, Oakland County Records. The Quitclaim Deed releases the interest of International Transmission Company contained in a Quit Claim Deed recorded in Liber 6170, Pages 544 – 546, Oakland County Records.
3. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded August 1, 2006 in Liber 37915, Pages 811 – 815, Oakland County Records. The Quitclaim Deed releases the interest of The Detroit Edison Company contained in that certain Easement for Overhead and Underground Wires recorded in Liber 19640, Pages 601 – 615, Oakland County Records.

This Quitclaim Deed had already been recorded on August 3, 2004 in Liber 33713, Pages 513 – 515, Oakland County Records. The original recorded document was sent to you on June 12, 2006.

4. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded August 1, 2006 in Liber 37915, Pages 816 – 819, Oakland County Records. The Quitclaim Deed releases the interest of International Transmission Company contained in that certain Easement for Overhead and Underground Wires recorded in Liber 19640, Pages 601 – 615, Oakland County Records.

This Quitclaim Deed had already been recorded on August 3, 2004 in Liber 33713, Pages 511 – 512, Oakland County Records. The original recorded document was sent to you on June 12, 2006.

5. One (1) original of Affidavit of Lost Quitclaim Deed with Quitclaim Deed attached thereto, recorded August 1, 2006 in Liber 37915, Pages 820 – 829, Oakland County Records. The Quitclaim Deed releases the interest of The Detroit Edison Company contained in that certain Easement for Electric Transmission Lines recorded in Liber 19640, Pages 658 – 672, Oakland County Records, as amended by that certain Amendment to Easement for Electric Transmission Lines recorded in Liber 22131, Pages 859 – 867, Oakland County Records.

This Quitclaim Deed had already been recorded on August 3, 2004 in Liber 33713, Pages 516 – 523, Oakland County Records. The original recorded document was sent to you on June 12, 2006.

Photocopies of the above original documents have been sent by copy of this letter to The Detroit Edison Company and International Transmission Company, as appropriate.

There are still several Quitclaim Deeds in respect of Detroit Edison easements that were sent in June, 2004 to LandAmerica for recording but which have still not been recorded for different reasons, including documents allegedly lost by the office of the Oakland County Register of Deeds.

I will continue to monitor and process the remaining releases of easements.

I can be contacted at 519/688-3166, Fax 519/688-3424 or Email at wtpatt@execulink.com.

Very truly yours,

W. T. Patterson

W. T. Patterson

Enclosures

- c.c. Tom Wilson (w/ copies of 5 encls.)
Diane Francisco (w/ copies of 5 encls.)
Barbara Mention (w/ copies of Liber 37915, Pages 806–810 and Liber 37915, Pages 816–819)
P. J. O'Neill (w/o encls.)
NSI File

LIBER 37915 PG 806

RECEIVED
JUL 31 2006
Ruth Johnson Register of Deeds
Oakland County, MI

CHECKING COMPLETED
MAR 13 2006
Ruth Johnson Register of Deeds
Oakland County, MI

191017
LIBER 37915 PAGE 806
\$22.00 MISC RECORDING
\$4.00 REMONUMENTATION
08/01/2006 12:00:40 P.M. RECEIPT# 86284



PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

(2)

Affidavit of Lost Quitclaim Deed (2)

State of Michigan)
(ss
County of Oakland)

The undersigned, Janet R. Meisel-Voisine, NCS Counsel of LandAmerica Financial Group, Inc. ("LandAmerica"), being duly sworn, deposes, and says:

I am 18 years old or more. I am authorized to submit this Affidavit regarding a matter affecting title to real property described below, and I have actual knowledge of the facts stated herein.

This Affidavit is filed pursuant to MCLA 565.451 and 565.1105 which provide for the giving and recording of notice relating to certain matters which may affect title to real property in the State of Michigan and to claims of interest in land. I submit this Affidavit regarding the parcel of property located in the City of Pontiac, County of Oakland, Michigan (the "Property"), described in Exhibit A attached hereto and made a part hereof.

On June 9, 2004 an original Quitclaim Deed from International Transmission Company to General Motors Corporation dated May 5, 2004 (the "Deed") was sent to LandAmerica Financial Group, Inc. ("LandAmerica") for recording with Oakland County. Attached hereto as Exhibit B is a "true certified" copy of the Deed.

The Deed was sent for recording and subsequently rejected for various reasons by the County and returned to LandAmerica. LandAmerica corrected the problems and resubmitted the Deed on or about August 5, 2005.

To date the Deed has not been recorded nor has it been returned as unrecordable by the Register of Deeds. The Deed is lost and attempts to have a replacement deed executed have been unsuccessful.

SP
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L

FILE

O.K. - MH

RECEIVED
MAR 13 2006
Ruth Johnson Register of Deeds
Oakland County, MI

CHECKING COMPLETED
AT REGISTER OF DEEDS
JUL 31 2006
Ruth Johnson Register of Deeds
Oakland County, MI

NCS
96636

This Affidavit is for the purpose of replacing the lost Deed and to provide recordable evidence of the interest of the Grantee recited in the Deed.

March 8, 2006

Signed in the presence of :

LandAmerica Financial Group, Inc
Janet R. Meisel-Voisine

Janet R. Meisel-Voisine
NCS Counsel

On this 8th day of March, 2006, before me appeared Janet R. Meisel-Voisine, NCS Counsel for LandAmerica Financial Group, Inc., to me known to be the person described in and who executed the foregoing Affidavit.

Sally A. Smith

Drafted By and When Recorded Return to: Janet R. Meisel-Voisine, Esq., LandAmerica Financial Group, Inc., 1050 Wilshire Drive, Suite 310, Troy, Michigan

Sally A Smith
Notary Public of Michigan
Oakland County
Expires 11/01/2011

Acting in Oakland County

Sally A Smith
Notary Public of Michigan
Oakland County
Expires 11/01/2011

8

QUITCLAIM DEED

Grantor: International Transmission Company, a Michigan corporation of 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375

Quitclaims and Releases to Grantee: General Motors Corporation, a Delaware corporation, with its principal address at 300 Renaissance Center, P.O. Box 300, Detroit, Michigan 48265-3000, its interest in those certain Easements set forth in that Quit Claim Deed dated September 13, 1973, as recorded September 18, 1973 in Liber 6170, Pages 544-546 of Oakland County, Michigan Records, for the full consideration of ONE DOLLAR (\$1.00).

Tax Identification Nos.: Part of Tax Parcel No. 14-34-351-005 and Part of Tax Parcel No. 14-34-354-008

Dated this 5TH day of MAY, 2004.

INTERNATIONAL TRANSMISSION COMPANY

By: [Signature]
John H. Flynn
Vice President and General Counsel

Acknowledged before me in Oakland County, Michigan on MAY 5, 2004 by John H. Flynn, Vice President and General Counsel of the International Transmission Company.

Notary's Stamp: BARBARA A. MENTION
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Nov 22, 2007
(Acting in Oakland County, Michigan)

Notary's Signature: Barbara A. Mention

FILE

Prepared by: Barbara Mention, International Transmission Company, 39500 Orchard Hill Place, Novi, MI 48375

Return to: General Motors Corporation, c/o Worldwide Real Estate, 200 Renaissance Center, Mail Code 482-B38-C96, Detroit, MI 48265-2000, Attention: General Director

WHEN RECORDED RETURN TO:
LANDAMERICA
NCS Division
1050 Wilshire Dr., Ste. 310
Troy, MI 48064
Case No. 0916636

CERTIFIED TO BE A TRUE COPY BY [Signature]

Parcel I PT 14-34-351-005

That part of the West 1/2 of that part of Greendale Avenue (60 feet wide), being a part of "South Park Subdivision," a part of the Southwest 1/4 of Section 34; Town 3 North, Range 10 East; City of Pontiac, Oakland County and recorded in Liber 47, Page 21, Oakland County Records. Described as: Beginning at the Northeast corner of Lot 320 and the Westerly line of Greendale (60 feet wide); thence South 85 degrees 59 minutes 40 seconds East 30.95 feet to an iron in the centerline of Greendale Avenue; thence along said centerline of Greendale Avenue, South 18 degrees 15 minutes 40 seconds West, 41.27 feet to an iron; thence North 85 degrees 59 minutes 40 seconds West, 30.95 feet to an iron in the Westerly line of Greendale Avenue and the Southeast corner of Lot 320; thence along the Westerly line of Greendale Avenue, North 18 degrees 15 minutes 40 seconds East, 41.27 feet to the Northeast corner of Lot 320 and the Point of Beginning. Containing 0.027 acres of land.

Reserving an easement to The Detroit Edison Company over the Northerly part of the above description for towerline right of way purposes described as: Beginning at the Northeast corner of Lot 320 and the Westerly line of Greendale Avenue (60 feet wide); thence South 85 degrees 59 minutes 40 seconds East, 30.95 feet to an iron in the centerline of Greendale Avenue; thence along the centerline of Greendale Avenue, South 18 degrees 15 minutes 40 seconds West, 16.50 feet to an iron; thence South 87 degrees 28 minutes 22 seconds West, 32.00 feet to a point on the Westerly line of Greendale Avenue; thence along the Westerly line of said Greendale Avenue; North 18 degrees 15 minutes 40 seconds East, 20.27 feet to the Northeast corner of Lot 320 and the Point of Beginning.

Subject to easements and restrictions of record, if any, and the zoning ordinance of the City of Pontiac.

Parcel II PT 14-35-351-005

That part of the West and North 1/2 of Woodford Avenue (60 feet wide), being a part of the "South Park Subdivision," a part of the Southwest 1/4 of Section 34; Town 3 North, Range 10 East; City of Pontiac, Oakland County and recorded in Liber 47, Page 21, Oakland County Records. Described as: Beginning at a monument in the Southeast corner of Lot 302 and the Northerly line of Woodford Avenue (60 feet wide); thence South 01 degree 50 minutes 30 seconds West, 30.02 feet to a stake on the centerline of Woodford Avenue; thence along said centerline of Woodford Avenue, North 85 degrees 59 minutes 40 seconds West, 633.12 feet to an iron; thence South 04 degrees 00 minutes 20 seconds West, 40.00 feet to a stake; thence North 85 degrees 59 minutes 40 seconds West, 30.00 feet to a monument in the Southeast corner of Lot 286 and the Westerly line of Woodford Avenue; thence along said Westerly line of Woodford Avenue, North 04 degrees 00 minutes 20 seconds East, 70.00 feet to a monument on the Northerly line of Woodford Avenue; thence along said Northerly line of Woodford Avenue, South 85 degrees 59 minutes 40 seconds East, 661.98 feet to a monument in the Southeast corner of Lot 302 and the Point of Beginning. Containing 0.486 acres of land.

Reserving an easement to The Detroit Edison Company over the Northerly and Westerly part of the above description for Towerline Right of Way purposes described as: Beginning at a point on the Northerly line of Woodford Avenue, distant North 85 degrees 59 minutes 40 seconds West, 196.64 feet from a monument in the Southeast corner of Lot 302; thence South 87 degrees 29 minutes 24 seconds West, 264.38 feet to an iron in the centerline of Woodford Avenue (60 feet wide); thence along said centerline of Woodford Avenue, North 85 degrees 59 minutes 40 seconds West, 172.67 feet to an iron; thence South 04 degrees 00 minutes 20 seconds West, 19.72 feet to an iron; thence South 87 degrees 29 minutes 24 seconds West, 30.19 feet to a point on the Westerly line of Woodford Avenue; thence along said Westerly line of Woodford Avenue, North 04 degrees 00 minutes 20 seconds East, 53.15 feet to a monument on the Northerly line of Woodford Avenue; thence along said Northerly line of Woodford Avenue, South 85 degrees 59 minutes 40 seconds East, 465.34 feet to the Point of Beginning.

Subject to easements and restrictions of record, if any, and the zoning ordinance of the City of Pontiac.

continued

Parcel III PT 14-34-351-005

A part of Lots 232 and 233 of "South Park" as recorded in Liber 47, Page 21, Oakland County, Michigan, Records, more particularly described as: Beginning at a point on the Westerly line of said Lot 232, said point being South 02 degrees 30 minutes 00 seconds West, 0.76 feet from the Northwest corner of said Lot 232; thence South 86 degrees 26 minutes 32 seconds East, 25.51 feet to a point on a curve, said curve being a Northerly line of said Lot 232; thence along said curve to the right 28.84 feet said curve having a radius of 100 feet, central angle of 16 degrees 31 minutes 16 seconds and long chord bearing South 71 degrees 14 minutes 18 seconds East 28.73 feet; thence continuing along said Northerly line of Lots 232 and 233 on a curve to the left 51.64 feet; to the Northeast corner of said Lot 233, said curve having a radius of 683.25 feet, central angle of 04 degrees 19 minutes 50 seconds and long chord bearing South 65 degrees 35 minutes 35 seconds East, 51.63 feet; thence South 03 degrees 58 minutes 19 seconds West, 44.32 feet along the Easterly line of said Lot 233; thence North 86 degrees 26 minutes 32 seconds West, 99.93 feet to the Westerly line of said Lot 232; thence North 02 degrees 30 minutes 00 seconds East, 70.02 feet to the Point of Beginning, reserving unto the Grantor an easement for public utilities over and across the above described lots, also reserving an easement for public utilities over and across that half of a vacated alley lying West of and adjacent to the above described premises.

Also PT 14-34-354-008 (106 358, 359, 360) PT 14-34-351-005-101 360
 Lots 358, 359 and Northerly portion of Lot 360 of "South Park" as recorded in Liber 47, Page 21, Oakland County, Michigan, Records, more particularly described as: Beginning at the Northwest corner of said Lot 360; thence South 85 degrees 59 minutes 40 seconds East, 100.02 feet to the Northeast corner of said Lot 360; thence South 02 degrees 30 minutes 00 seconds West, 15.89 feet along the Easterly line of said Lot 360; thence North 86 degrees 26 minutes 32 seconds West, 100.01 feet to the Westerly line of said Lot 360; thence North 02 degrees 30 minutes 00 seconds East, 16.67 feet to the Point of Beginning, reserving unto the Grantor an easement for public utilities over and across the above described lots, also reserving an easement for public utilities over and across that half of a vacated alley, lying East of and adjacent to the above described premises.

Subject to easements and restrictions of record, if any, and the zoning ordinance of the City of Pontiac.

Parcel IV PT 14-34-351-005

The South 169.95 feet of the West 1/2 of that part of Midway Avenue, (60 feet wide), lying North of Ferry Avenue, (relocated), being a part of the "South Park Subdivision," a part of the Southwest 1/4 of Section 34; Town 3 North, Range 10 East; City of Pontiac, Oakland County and recorded in Liber 47, Page 21, Oakland County Records. Described as: Beginning at a monument on the West Line of Midway Avenue (60 feet wide) and 2.80 feet Southerly from the Northeast corner of Lot 334; thence South 85 degrees 59 minutes 40 seconds East, 30.00 feet to the centerline of Midway Avenue; thence along said centerline, South 04 degrees 00 minutes 20 seconds West, 169.95 feet to a stake on the Northerly line of Ferry Avenue, (relocated); thence along said North line of Ferry Avenue, (relocated), North 85 degrees 59 minutes 40 seconds West, 30.00 feet to a monument on the West line of Midway Avenue; thence along said West line, North 04 degrees 00 minutes 20 seconds East, 169.95 feet to a monument and the Point of Beginning.

Subject to easement and restrictions of record, if any, and the zoning ordinance of the City of Pontiac.

RECEIVED
JUL 31 2006
Ruth Johnson Register of Deeds
Oakland County, MI

LIBER 37915 PG 816

191019
LIBER 37915 PAGE 816
\$19.00 MISC RECORDING
\$4.00 REMONUMENTATION
08/01/2006 12:00:43 P.M. RECEIPT# 86284

MAR 13 2006
Ruth Johnson Register of Deeds
Oakland County, MI

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

Affidavit of Lost Quitclaim Deed (4)

State of Michigan)
(ss
County of Oakland)

The undersigned, Janet R. Meisel-Voisine, NCS Counsel of LandAmerica Financial Group, Inc. ("LandAmerica"), being duly sworn, deposes, and says:

I am 18 years old or more. I am authorized to submit this Affidavit regarding a matter affecting title to real property described below, and I have actual knowledge of the facts stated herein.

This Affidavit is filed pursuant to MCLA 565.451 and 565.1105 which provide for the giving and recording of notice relating to certain matters which may affect title to real property in the State of Michigan and to claims of interest in land. I submit this Affidavit regarding the parcel of property located in the City of Pontiac, County of Oakland, Michigan (the "Property"), described in Exhibit A attached hereto and made a part hereof.

On June 9, 2004 an original Quitclaim Deed from International Transmission Company to General Motors Corporation dated May 5, 2004 (the "Deed") was sent to LandAmerica Financial Group, Inc. ("LandAmerica") for recording with Oakland County. Attached hereto as Exhibit B is a "true certified" copy of the Deed.

The Deed was sent for recording and subsequently rejected for various reasons by the County and returned to LandAmerica. LandAmerica corrected the problems and resubmitted the Deed on or about August 5, 2005.

To date the Deed has not been recorded nor has it been returned as unrecordable by the Register of Deeds. The Deed is lost and attempts to have a replacement deed executed have been unsuccessful.

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FILE
RE 1733

CHECKING COMPLETED
AT REGISTER OF DEEDS
MAR 13 2006
Ruth Johnson Register of Deeds
Oakland County, MI

CHECKING COMPLETED
AT REGISTER OF DEEDS
JUL 31 2006
Ruth Johnson Register of Deeds
Oakland County, MI

O.K. - MH

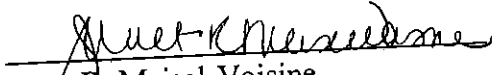
NCS
96634

This Affidavit is for the purpose of replacing the lost Deed and to provide recordable evidence of the interest of the Grantee recited in the Deed.

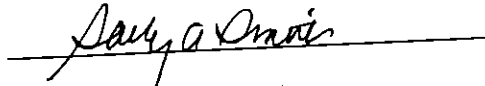
March 8, 2006

Signed in the presence of :

Land America Financial Group, Inc.


Janet R. Meisel-Voisine
NCS Counsel

On this 8th day of March, 2006, before me appeared Janet R. Meisel-Voisine, NCS Counsel for LandAmerica Financial Group, Inc., to me known to be the person described in and who executed the foregoing Affidavit.



Drafted By and When Recorded Return to: Janet R. Meisel-Voisine, Esq., LandAmerica Financial Group, Inc., 1050 Wilshire Drive, Suite 310, Troy, Michigan

Sally A Smith
Notary Public of Michigan
Oakland County
Expires 11/01/2011

Acting in Oakland County

QUITCLAIM DEED

3b

Grantor: International Transmission Company, a Michigan corporation of 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375

Quitclaims and Releases to Grantee: General Motors Corporation, a Delaware corporation, with its principal address at 300 Renaissance Center, P.O. Box 300, Detroit, Michigan 48265-3000, its interest in that certain Easement for Overhead and Underground Electric Wires dated November 20, 1998, as recorded March 5, 1999 in Liber 19640, Pages 601-615 of Oakland County, Michigan Records, for the full consideration of ONE DOLLAR (\$1.00).

Tax Identification No.: Part of Tax Parcel No. 14-34-351-005

Dated this 5TH day of MAY, 2004.

INTERNATIONAL TRANSMISSION COMPANY

By: [Signature]
John H. Flynn
Vice President and General Counsel

Acknowledged before me in Oakland County, Michigan on May 5, 2004 by John H. Flynn, Vice President and General Counsel of the International Transmission Company.

Notary's Stamp: BARBARA A. MENTION
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Nov 20, 2007
(Acting in Oakland County, Michigan)

Notary's Signature: Barbara A. Mention

37915

Prepared by: Barbara Mention, International Transmission Company, 39500 Orchard Hill Place, Novi, MI 48375

Return to: General Motors Corporation, c/o Worldwide Real Estate, 200 Renaissance Center, Mail Code 482-B38-C96, Detroit, MI 48265-2000, Attention: General Director

WHEN RECORDED RETURN TO:
LANDAMERICA
NCS Division
1050 Wilshire Dr., Ste. 310
Troy, MI 48064
Case No. 096636

CERTIFIED TO BE A TRUE COPY BY [Signature]

Legal description of Easement Area in the City of Pontiac for an overhead and underground electric wires easement, together with a tree trimming easement, from GENERAL MOTORS CORPORATION to THE DETROIT EDISON COMPANY.

#

Part of "South Park", a subdivision of part of the Southwest 1/4 of Section 34, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, as recorded in Liber 47 of Plats, Page 21, Oakland County Records, being the Easterly 90 feet thereof lying South of the Northerly line of vacated Woodford Avenue (60 feet wide), and being more particularly described as follows:

* PT of Lots 4, 108, 112, 186, 189, 263, 266, 267 and 299;
ALL LOTS 1-3, 109-111, 187, 188, 264, 265, 300 and 301;
PT of alley adj. LOTS 1-3 and PT 4;
PT JEWELL AVE.
PT CENTRAL AVE.
PT Vacated Pearly AVE. PT of Vacated Woodford Ave.

TOWERLINE EASEMENT AREA

Commencing at the Southwest corner of said Section 34; thence North 01 minute 11 minutes 21 seconds East 60.28 feet along the West line of said Section 34; thence South 87 degrees 18 minutes 59 seconds East 60.02 feet to the Southwest corner of Lot 71 of said "South Park" subdivision; thence South 87 degrees 18 minutes 59 seconds East 1,558.14 feet along the Northerly line of South Boulevard (120 feet wide) and Southerly line of said "South Park" subdivision to the point of beginning; thence North 00 degrees 31 minutes 33 seconds East, along a line 60 feet West of and parallel to the Westerly line of Bradford Avenue (50 feet wide), 1,235.88 feet to a point on the Northerly line of said vacated Woodford Avenue; thence South 87 degrees 18 minutes 59 seconds East, along said Northerly line, 60.04 feet to a point on the Westerly line of said Bradford Avenue, said point also being the Southeast corner of Lot 302; thence South 00 degrees 31 minutes 33 seconds West, along said Westerly line of Bradford Avenue and Easterly line of said "South Park" subdivision, 1,235.88 feet to a point on the Northerly line of said South Boulevard, said point also being the Southeast corner of Lot 1 of said "South Park" subdivision; thence North 87 degrees 18 minutes 59 seconds West, along said Northerly line of South Boulevard and Southerly line of said "South Park" subdivision, 60.04 feet to the point of beginning;

TREE TRIMMING EASEMENT AREA

Also, one (1) 30-foot wide parcel of land lying adjacent to and parallel with the Westerly line of the above-described 60-foot wide parcel of land.

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2016 SEP -1 PM 4:24

166963
LIBER 49767 PAGE 2
\$16.00 MISC RECORDING
\$4.00 REDEMPTION
09/01/2016 04:31:23 P.M. RECEIPT# 101
PAID RECORDED - OAKLAND COUNTY
LISA BROWN: CLERK/REGISTER OF DEEDS

PARTIAL ASSIGNMENT OF EASEMENT RIGHTS
(Oakland County, R47733)

DTE Electric Company, a Michigan corporation of One Energy Plaza, Detroit, Michigan 48226 ("DTE") for good and valuable consideration hereby conveys, assigns and quitclaims to International Transmission Company, a Michigan corporation of 27175 Energy Way, Novi, Michigan 48377 ("ITC"), its successors and assigns, forever, certain easement rights described in Exhibit A, which is attached hereto and made a part hereof, as well as all right, title and interest of DTE acquired by occupancy or prescription for rights of way occupied by electric lines operated at 120 kV and higher within Oakland County (together, the "Easements").

It is also understood that the easement rights described herein may at some time accommodate both transmission facilities (120 kV or higher) and distribution facilities (less than 120 kV), whether currently built as such or not, and whether currently energized or not. DTE reserves unto itself, its successors and any future assignees, those easement rights relating to such distribution facilities including all tree trimming and vegetation management rights, if any. Therefore, this assignment shall only assign the easement rights relating to the transmission facilities and ITC takes subject to the right of DTE to utilize these easements for distribution and related purposes, including tree trimming and vegetation management purposes, if any.

DTE covenants and agrees that (1) DTE has the lawful right to transfer said easement rights, and (2) DTE has not, through its own act or omission, impaired the transferability of said easement rights.

The assignment of said easement rights shall be subject to all interests, agreements and encroachments currently existing on the property encumbered by the easements described in Exhibit A.

This assignment is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

[SIGNATURES ON NEXT PAGE]

3P
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NIP
Per
Customer

IN WITNESS WHEREOF, DTE and ITC have caused this instrument to be executed by their duly authorized officers this 16th day of August, 2016.

DTE ELECTRIC COMPANY

By: [Signature]
John Erb
Its: Manager, Corporate Real Estate

INTERNATIONAL TRANSMISSION COMPANY,
a Michigan corporation, d/b/a ITC *Transmission*
By: ITC Holdings Corp., a Michigan corporation,
Its sole owner

By: [Signature]
Matthew S. Carstens
Its: Vice President and General Counsel-
Utility Operations

Acknowledged before me in Wayne County, Michigan, on August 16, 2016, by John Erb, Manager, Corporate Real Estate of DTE Electric Company, a Michigan corporation, for the corporation.

Notary's Stamp BARBARA A. MENTION
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 29, 2021
ACTING IN COUNTY OF OAKLAND

Notary's Signature Barbara A. Mention

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

Acknowledged before me in Oakland County, Michigan, on August 18, 2016, 2016, by Matthew S. Carstens, Vice President and General Counsel-Utility Operations, of International Transmission Company, a Michigan corporation, for the corporation.

Notary's Stamp CONSTANCE M. SCOTT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 10, 2021
ACTING IN COUNTY OF Oakland

Notary's Signature Constance M. Scott

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

Drafted by:
Patricia T. Murphy, P61872
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

When recorded return to:
Real Estate Manager
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

EXHIBIT A
to
PARTIAL ASSIGNMENT OF EASEMENT RIGHTS
(Oakland County)

The interest being assigned consists of all easements, rights and privileges granted and conveyed to DTE (whether under its current name or under the name of The Detroit Edison Company) through the conveyances hereinafter set forth, as modified and as actually used in, over, under, along and across lands in the County of Oakland, State of Michigan described in said easement documents. All references to recording refer to the Register of Deeds of Oakland County, Michigan.

<u>ROW#</u>	<u>EASEMENT FROM</u>	<u>DATED</u>	<u>RECORDED</u>	<u>RECORDED IN</u>
R47733	General Motors Corporation	11/20/1998	3/5/1999	L.19640, P.595
R47733	General Motors Corporation	10/19/2000	4/23/2002	L.25457, P.473

RECEIVED
DAKLAND COUNTY
REGISTER OF DEEDS

2017 OCT -5 PM 2:39

185047
LIBER 51145 PAGE 385
\$26.00 MISC RECORDING
\$4.00 REMONUMENTATION
10/05/2017 02:52:34 P.M. RECEIPT# 117091
PAID RECORDED - DAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

PARTIAL ASSIGNMENT OF EASEMENT RIGHTS
(Pontiac-Kern: Oakland County)

DTE Electric Company, a Michigan corporation of One Energy Plaza, Detroit, Michigan 48226 ("DTE") for good and valuable consideration hereby conveys, assigns and quitclaims to International Transmission Company, a Michigan corporation of 27175 Energy Way, Novi, Michigan 48377 ("ITC"), its successors and assigns, forever, certain easement rights described in Exhibit A, which is attached hereto and made a part hereof, as well as all right, title and interest of DTE acquired by occupancy or prescription for rights of way occupied by electric lines operated at 120 kV and higher within Oakland County (together, the "Easements").

20P

It is also understood that the easement rights described herein may at some time accommodate both transmission facilities (120 kV or higher) and distribution facilities (less than 120 kV), whether currently built as such or not, and whether currently energized or not. DTE reserves unto itself, its successors and any future assignees, those easement rights relating to such distribution facilities including all tree trimming and vegetation management rights, if any. Therefore, this assignment shall only assign the easement rights relating to the transmission facilities and ITC takes subject to the right of DTE to utilize these easements for distribution and related purposes, including tree trimming and vegetation management purposes, if any.

DTE covenants and agrees that (1) DTE has the lawful right to transfer said easement rights, and (2) DTE has not, through its own act or omission, impaired the transferability of said easement rights.

The assignment of said easement rights shall be subject to all interests, agreements and encroachments currently existing on the property encumbered by the easements described in Exhibit A.

This assignment is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

[SIGNATURES ON NEXT PAGE]

OK - LB

IN WITNESS WHEREOF, DTE and ITC have caused this instrument to be executed by their duly authorized officers this 1 day of September, 2017.

DTE ELECTRIC COMPANY

By: John Erb
John Erb
Its: Manager, Corporate Real Estate

INTERNATIONAL TRANSMISSION COMPANY,
a Michigan corporation, d/b/a ITC *Transmission*
By: ITC Holdings Corp., a Michigan corporation,
Its sole owner
By: Christine Mason Soneral
Christine Mason Soneral
Its: Senior Vice President and General Counsel

Acknowledged before me in Wayne County, Michigan, on 9/1, 2017, by John Erb, Manager, Corporate Real Estate of DTE Electric Company, a Michigan corporation, for the corporation.

KAREN L. BOURDAGE
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
Notary's Stamp **MY COMMISSION EXPIRES MARCH 19, 2019**
ACTING IN THE COUNTY OF Wayne
Notary's Signature Karen L. Bourdage
(Notary's name, county and date commission expires)

Acknowledged before me in Oakland County, Michigan, on September 20, 2017, by Christine Mason Soneral, Senior Vice President and General Counsel, of ITC Holdings Corp., a Michigan corporation, the Sole Owner of International Transmission Company, a Michigan corporation.

LAURA J. MCCRAY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
Notary's Stamp **MY COMMISSION EXPIRES Jul 30, 2021**
ACTING IN COUNTY OF Oakland
Notary's Signature Laura J. McCray
(Notary's name, county and date commission expires)

Drafted by:
Patricia T. Murphy, P61872
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

When recorded return to:
NSI Consulting & Development, Inc.
24079 Research Drive
Farmington Hills, MI 48335

EXHIBIT A
to
PARTIAL ASSIGNMENT OF EASEMENT RIGHTS
(Pontiac-Kern: Oakland County)

The interest being assigned consists of all easements, rights and privileges granted and conveyed to DTE (whether under its current name or under the name of The Detroit Edison Company) through the conveyances hereinafter set forth, as modified and as actually used in, over, under, along and across lands in the County of Oakland, State of Michigan described in said easement documents. All references to recording refer to the Register of Deeds of Oakland County, Michigan.

<u>ROW#</u>	<u>EASEMENT FROM</u>	<u>DATED</u>	<u>RECORDED</u>	<u>RECORDED IN</u>
R17125	The Edison Illuminating Company of Detroit	05/25/1955	06/09/1955	L. 3345, P. 79
R47733[b]	General Motors Corporation	11/20/1998	03/05/1999	L. 19640, P. 601