



PHILIP R. SEAVER TITLE COMPANY, Inc.

2700 N. Woodward / Bloomfield Hills, Michigan 48013 / (313) 647-2171 - (313) 338-7138

90 107988

Form 562 5-71 QUIT CLAIM DEED - Statutory Form C.L. 1948, 389.132 M.S.A. 26.372

LIBER 11458-803

KNOW ALL MEN BY THESE PRESENTS: That Vincenti Investment Co. No. 2

whose address is 41115 Jo Drive, Novi, MI 48050

Quit Claim(s) to Tri-Mount/Milford Village Development Co., Inc.

whose address is 41115 Jo Drive, Novi, MI 48050

B#92 REG/DEEDS PAID 0001 JUL 11 '90 09:10AM 6664 DEEDS 5.00

the following described premises situated in the Village (Township) of Milford County of Oakland and State of Michigan, to-wit:

Parcel No. 1

Town 2 North, Range 7 East, Section 10, Part of the Southeast 1/4, beginning at a point distant North 89 degrees, 54 minutes, 30 seconds West, 1314.92 feet, and North 00 degrees, 09 minutes, 30 seconds West, 583.19 feet, and South 89 degrees, 50 minutes, 30 seconds West, 496.79 feet, and North 89 degrees, 31 minutes, 57 seconds West, 546.03 feet, from the Southeast Section corner; thence South 00 degrees, 09 minutes, 42 seconds East, 30.00 feet, thence North 89 degrees, 50 minutes, 18 seconds East, 45.00 feet, thence South 00 degrees, 09 minutes, 42 seconds East, 296.00 feet, thence South 89 degrees, 50 minutes, 18 seconds West, 545.00 feet, thence North 07 degrees, 17 minutes, 30 seconds East, 328.79 feet, thence North 89 degrees, 50 minutes, 18 seconds East, 457.35 feet, to the point of beginning.

Parcel No. 2

Town 2 North, Range 7 East, Section 10, Part of the Southeast 1/4, beginning at a point distant North, 89 degrees, 54 minutes, 30 seconds West, 1314.92 feet, and North 00 degrees, 09 minutes, 30 seconds West, 583.19 feet, and South 89 degrees, 50 minutes, 30 seconds West, 496.79 feet from Southeast Section corner, thence South 00 degrees, 09 minutes, 30 seconds East, 320.00 feet, thence South 89 degrees, 50 minutes, 18 seconds West, 500.99 feet, thence North 00 degrees, 09 minutes, 42 seconds West, 296.00 feet, thence South 89 degrees, 50 minutes, 18 seconds West, 45.00 feet, thence North 00 degrees, 09 minutes, 42 seconds West, 350.00 feet, thence North 24 degrees, 21 minutes, 07 seconds West, 298.92 feet, thence North 65 degrees, 33 minutes, 30 seconds East, 75.39 feet, thence South 25 degrees, 11 minutes, 00 seconds East, 217.32 feet, thence North 65 degrees, 33 minutes, 30 seconds East, 200.00 feet, thence South 25 degrees, 11 minutes, 00 seconds East, 301.77 feet, thence along curve concave Southwesterly, radius 2000.00 feet, chord bears South 20 degrees, 31 minutes, 05 seconds East, 302.14 feet, distance of 302.40 feet to the point of the beginning.

for the full consideration of NONE Dated this 31 day of March 19 90

Witnesses: Nancy M. Pomeroy, Joan Cristiano

Signed and Sealed: Vincenti Investment Co. No. 2, John I. Vincenti, Partner

STATE OF MICHIGAN COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 31 day of March 19 90 by JOHN I. VINCENTI, PARTNER VINCENTI INVESTMENT CO #2. My commission expires July 14, 1991. Instrument Drafted by JOHN VINCENTI. Notary Public Karen S. Squira, Acting in and for Oakland County, Address 4115 JO DR., NOVI, MI. 48050

Recording Fee, State Transfer Tax, When recorded return to Tri-Mount/Milford Village Development Co., Inc. Send subsequent tax bills to Tri-Mount/Milford Village Development Co., Inc. Tax Parcel #

O.K. - JH

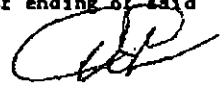
LIBER 108640272

SCHEDULE A CONTINUED

Together with the rights of ingress and egress over a 60 feet wide private road easement and public utility easement as described below and also subject to any easements of record.

EASEMENT: A 60 feet wide private road and public utility easement centerline of which is described as commencing at the Southeast corner of said Section 10, thence North 89 degrees, 54 minutes, 30 seconds West, along the South line of said Section, 1314.92 feet to the centerline of Mill Street: Thence North 00 degrees, 09 minutes, 30 seconds West, along said centerline, 583.19 feet, thence South 89 degrees, 50 minutes, 30 seconds West, 496.79 feet, thence North 89 degrees, 31 minutes, 57 seconds West, 546.03 feet, to the point of beginning of said centerline description, thence South 89 degrees, 50 minutes, 18, seconds West, 457.15 feet, to the Easterly right-of-way line of Milford Road and point of ending of said centerline description.

EASEMENT: A 60 feet wide private road and public utility easement, centerline of which is described as commencing at the Southeast corner of said Section 10, thence North 89 degrees, 54 minutes, 30 seconds West, along the South line of said Section, 1314.92 feet to the centerline of Mill Street, thence North 00 degrees, 09 minutes, 30 seconds West, along said centerline, 583.19 feet, thence South 89 degrees, 50 minutes, 30 seconds West, 496.79 feet, thence North 89 degrees, 31 minutes, 57 seconds West, 546.03 feet, to the point of beginning of said centerline description, thence North 00 degrees, 09 minutes, 42 seconds West, 320.00 feet, thence North 24 degrees, 21 minutes, 07 seconds West, 298.92 feet, to the Southerly right-of-way line of General Motors Road and point of ending of said centerline description.



ORIGINAL IS OF POOR QUALITY -
WILL NOT PHOTOGRAPH LEGIBLY
Oakland County Register of Deeds

07/15/12

LIBER 10864 P. 268

Land Contract

First American Title Insurance Company
of Mid-America

WITH ALTERNATE TAX AND INSURANCE PROVISIONS

BURTON ABSTRACT DIVISION

First American Title, Inc.
Case # CO 3064

This Contract, Made this 9th day of March 1989 547.01 19 89

Parties

between Angelo Banzelista, and Gilda Banzelista, His Wife

hereinafter referred to as the "Seller,"

whose address is 46850 Grand River, Novi, Michigan 48050

and Vincent Investment Company No. 2

hereinafter referred to as the "Purchaser,"

whose address is 41115 Jo Drive, Novi, Michigan 48050

Description of Premises

Witnesseth:

1 THE SELLER AGREES AS FOLLOWS:

108888
Township

0001 APR 13 '89 09:09AM

1970 MISC 13.00

(a) To sell and convey to the Purchaser land in the County of

MIland

Oakland County, Michigan, described as:

* SEE ATTACHED LEGAL

OAKLAND COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX DEDUCTIONS
or other adjustments to be made on the
basis of the sale of this property as
shown on the face of this certificate
by the words in the title except to the
extent of the amount of the

1.00

1107156

3-30-89

1107156

DMW

Terms of Payment

together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and

and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

(b) That the consideration for the sale of the above described premises to the Purchaser is:

ONE MILLION ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$1,100,000.00) DOLLARS
Two hundred thousand dollars and no/100 (\$200,000.00) DOLLARS.

has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of

Nine Hundred Thousand Dollars and no/100 (\$900,000.00) DOLLARS.

is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of eleven (11%) per cent per annum. The balance of purchase money and interest shall be paid in monthly installments of

*SEE ADDITIONAL CONDITIONS

each, or more at Purchaser's option, on the NINTH day of each month, beginning MARCH 9, 1989.

first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within TWO (2) years from the date hereof, anything herein to the contrary notwithstanding.

Seller's Duty to Convey

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns.

To furnish Title Evidence

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance insuring Purchaser or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the First American Title Insurance Company of Mid-America, if the address of title is an Abstract of Title, the Seller shall have the right to retain possession of the Abstract of Title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.

Purchaser's Duties

2 THE PURCHASER AGREES AS FOLLOWS:

(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided

(b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon

(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.

To Pay Taxes and Keep Premises Insured

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto and submit receipts to Seller upon request as evidence of payment thereof, also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

Alternate Payment Method

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective.

Insert amount of advance monthly payment method of taxes and insurance to be adopted

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of _____ DOLLARS, when is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract if the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

Acceptance of Title and Premises

(f) That he has examined the Title Insurance Commitment dated APRIL 2/8/89 @ 8:00 A.M. covering the above described premises, and is satisfied with the marketability of the title shown therein, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

47-040-003

Handwritten signature

Maintenance of Premises

(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof reasonable wear and tear excepted, and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

Mortgage by Seller

3 THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

(3) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not more than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; shall provide for a rate of interest on the unpaid balance of the mortgage debt which does not exceed the rate of interest provided in Paragraph 1 (b), or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser hereon, provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

Encumbrances on Seller's Title

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums first maturing hereon, with interest at the rate provided in Paragraph 1 (b) on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time hereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and hereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.

Non payment of Taxes or Insurance

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2 (a), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurances and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate as set forth in Paragraph 1 (b) hereof.

Assignment by Purchaser

(d) No Assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.

Possession

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession hereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

Right to Forfeit

(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within that time.

Acceleration Clause

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the Deed to be made in fulfillment hereof.

(i) Time shall be deemed to be of the essence of this contract.

(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

Notice to Purchaser

(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with first class postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and received for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

Additional Clauses

* (l) \$450,000.00, PLUS ACCRUED INTEREST AT 11% BY MARCH 9, 1990.
\$450,000.00, PLUS ACCRUED INTEREST AT 11% BY MARCH 9, 1991.

The pronouns and relative words herein used are written in the masculine and singular only, if more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written.

Signed in the presence of:

265174

LIBER 10864A271

Geothermal Title, Inc.
Case # 03664

SCHEDULE A CONTINUED - CASE NO. C-03664

Land in the Township of Milford, County of Oakland, State of Michigan, described as:

Parcel No. 1

Town 2 North, Range 7 East, Section 10, Part of the Southeast 1/4, beginning at a point distant North 89 degrees, 54 minutes, 30 seconds West, 1314.92 feet, and North 00 degrees, 09 minutes, 30 seconds West, 583.19 feet, and South 89 degrees, 50 minutes, 30 seconds West, 496.79 feet, and North 09 degrees, 31 minutes, 57 seconds West, 546.03 feet, from the Southeast Section corner; thence South 00 degrees, 09 minutes, 42 seconds East, 30.00 feet, thence North 09 degrees, 50 minutes, 18 seconds East, 45.00 feet, thence South 00 degrees, 09 minutes, 42 seconds East, 296.00 feet, thence South 89 degrees, 50 minutes, 18 seconds West, 545.00 feet, thence North 07 degrees, 17 minutes, 30 seconds East, 328.79 feet, thence North 89 degrees, 50 minutes, 18 seconds East, 457.35 feet, to the point of beginning.

Tax I.D. No. 16-10-451-008 (10/78 from 007)

Parcel No. 2

Town 2 North, Range 7 East, Section 10, Part of the Southeast 1/4, beginning at a point distant North, 89 degrees, 54 minutes, 30 seconds West, 1314.92 feet, and North 00 degrees, 09 minutes, 30 seconds West, 583.19 feet, and South 89 degrees, 50 minutes, 30 seconds West, 496.79 feet from Southeast Section corner, thence South 00 degrees, 09 minutes, 30 seconds East, 320.00 feet, thence South 89 degrees, 50 minutes, 18 seconds West, 500.99 feet, thence North 00 degrees, 09 minutes, 42 seconds West, 296.00 feet, thence South 89 degrees, 50 minutes, 18 seconds West, 45.00 feet, thence North 00 degrees, 09 minutes, 42 seconds West, 350.00 feet, thence North 24 degrees, 21 minutes, 07 seconds West, 298.92 feet, thence North 65 degrees, 33 minutes, 30 seconds East, 175.39 feet, thence South 25 degrees, 11 minutes, 00 seconds East, 217.32 feet, thence North 65 degrees, 33 minutes, 30 seconds East, 200.00 feet, thence South 25 degrees, 11 minutes, 00 seconds East, 301.27 feet, thence along curve concave Southwesterly, radius 2000.00 feet, chord bears South 20 degrees, 51 minutes, 05 seconds East, 302.14 feet, distance of 302.43 feet to the point of beginning.

Tax I.D. No. 16-10-451-010 (5/82 from 009)

Date: July 19, 1995

To: B. L. Golson
Real Estate Analyst

From: D. Barkley *DBK*
Sr. Support Specialist

Subject: **REQUEST FROM TRI-MOUNT FOR RELEASE OF RIGHT OF
WAY-SOUTH 1/2 OF SECTION 10, MILFORD TOWNSHIP,
OAKLAND COUNTY, MICHIGAN**

The request submitted by Tri-Mount for the Release of Right of Way for the South 1/2 of Section 10, Milford Township, Oakland County, Michigan has been reviewed. SPE and SOP has no objection to the release of this 12 foot wide easement.

Approved:

Gary J. Sparagowski
Gary J. Sparagowski
Principal Area Leader
Substation Design

DB:ljp

cc: File RO4265

RECEIVED
JUL 21 1995
7:11 AM

PARTIAL RELEASE OF RIGHT OF WAY

SEP 18 95 179479

no Edison equipment on Owner's land

On August 23, 1995, for one dollar and other valuable consideration, Edison releases to Owner all the rights that an Existing Right of Way gives to Edison concerning Owner's Land.

"Edison" is:

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

"Owner" is:

Tri-Mount/Milford Meadows Development Company, 41115 Jo Drive, Novi, Michigan 48050

The "Existing Right of Way" :

- a) Will remain in full effect except for the rights that are released in this partial release.
- b) Was granted to Edison by William E. Kreger, P.K. McWethy, Norman I. Leemon and Joseph H. Leemon on October 8, 1969 and November 2, 1959.
- c) Is recorded in Liber 4026 Pages 581 - 584 of Oakland County Records.
- d) Concerns land in the South 1/2 of Section 10 in Milford Township, Oakland County, Michigan.

"Owner's Land" is described as:

See Attachment A

\$ 9.00 MISCELLANEOUS RECORDING
 \$ 2.00 REMONUMENTATION
 18 SEP 95 2:44 P.M. RECEIPT# 2338
 PAID RECORDED - OAKLAND COUNTY
 LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

#

Witnessed by:(type or print name under signature)

Brenda L. Golson
 BRENDA L. GOLSON
Thomas Wilson
 THOMAS WILSON

The Detroit Edison Company

Paul W. Potter
 Paul W. Potter, Director -
 Corporate Real Estate

Acknowledged before me in Wayne County, Michigan, on August 23, 1995,
 by Paul W. Potter, The Director of Corporate Real Estate Services of The Detroit Edison Company, a Michigan corporation, for the corporation.
THOMAS WILSON
 Notary Public, Wayne County, MI
 Notary's My Commission Expires Oct. 11, 1998
 Notary's Signature *Thomas Wilson*
THOMAS WILSON
 (Notary's name, county, and date commission expires)

Prepared by: George Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226

Return to: SAME

O.K. -S.R.

Handwritten notes on right margin

205111

Handwritten initials

PART OF THE SOUTH HALF OF SECTION 10, T2N-R7E, VILLAGE OF MILFORD, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE NORTH 89°54'30" WEST, 1,414.93 FEET ALONG THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 46°30'42" WEST, 89.86 FEET; THENCE NORTH 00°02'40" WEST, 521.19 FEET; THENCE SOUTH 89°19'07" WEST, 331.79 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING SOUTH 00°02'40" EAST, 320.0 FEET; THENCE SOUTH 89°50'18" WEST, 1,046.17 FEET TO THE PROPOSED EAST LINE OF MILFORD ROAD, THE EAST HALF BEING 77 FEET WIDE; THENCE ALONG SAID PROPOSED EAST LINE NORTH 07°06'04" EAST, 325.34 FEET; THENCE NORTH 89°50'18" EAST, 457.36 FEET; THENCE NORTH 00°14'21" WEST, 320.06 FEET; THENCE NORTH 24°30'05" WEST, 298.59 FEET TO THE SOUTH LINE OF GENERAL MOTORS ROAD; THENCE ALONG SAID SOUTH LINE NORTH 65°12'52" EAST, 175.39 FEET; THENCE SOUTH 25°20'59" EAST, 217.82 FEET; THENCE NORTH 65°12'52" EAST, 200.0 FEET; THENCE SOUTH 25°20'59" EAST, 301.2 FEET; THENCE 302.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,000.0 FEET, A DELTA OF 08°39'50", A CHORD OF 302.14 FEET, AND A CHORD BEARING OF SOUTH 21°26'55" EAST TO THE POINT OF BEGINNING, CONTAINING 13.54 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS OF RECORD AND RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART OF SUBJECT PROPERTY TAKEN, USED OR DEEDED FOR MILFORD ROAD AND GENERAL MOTORS ROAD.

16-10-451-008 5674
16-10-451-010 5674

PARTIAL RELEASE OF THAT PART OF THE RIGHT OF WAY RECORDED IN LIBER 4026, PAGES 581-584, RUNNING IN AN EASTERLY AND WESTERLY DIRECTION ACROSS THE ABOVE DESCRIBED PARCEL.

CORPORATE REAL ESTATE SERVICES

Project: RO 4265

CARLA A. GRIBBS

Date: June 19, 1995

JUN 20 1995

To: C.Gribbs
Regional Manager

From: Brenda L. Golson
78316
2310WCB

*NO comments.
Carla*

Subject: Release of Right of Way No. 84257

The attached request from Tri-Mount, whose address is 41115 Jo Drive, Novi, MI 48375, is for a Release of Right of Way

This Right of Way is located in the West Suburban Region in the South Half of Section 10, Milford Township, Oakland County, Michigan.

Please review your requirements for this Release of Right of Way and send your comments and recommendations to me by July 3, 1995.

attachments

packages: T&TS
T.Benedict
(R/W Facilitator)
C.Gribbs
(Regional Manager)
N.Stevens

[Handwritten scribbles]

Number: 63-669004

Commitment for Title Insurance

CHICAGO TITLE INSURANCE COMPANY
Chicago, Illinois 60602

THE PHILIP F. GRECO TITLE COMPANY
185 Elizabeth Lake Road, Pontiac, Michigan 48341
Phone (810) 333-3090/Fax (810) 958-8249

CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation, hereby agrees to issue a policy of Title Insurance as hereinafter set forth upon satisfactory compliance with the requirements herein set forth and upon payment of the prescribed premium. If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject property which may arise after the date hereof and which have not been eliminated to our satisfaction. All policies are subject to the printed exceptions contained in the policy form. Owners' and Loan Policies With Exceptions will be issued with general exceptions as shown on the last page hereof.

FORM OF POLICY TO BE ISSUED

Owner's Policy: \$1,375,000.00

PARTY TO BE INSURED:

MARKET DEVELOPMENT CORPORATION, A MICHIGAN CORPORATION

DESCRIPTION OF REAL ESTATE

Situated in the Village of Milford, Oakland County, Michigan, described as:

Parcel No. 1

Town 2 North, Range 7 East, Section 10, part of the Southeast 1/4, beginning at a point distant North 89 degrees, 54 minutes 30 seconds West, 1314.92 feet, and North 00 degrees 09 minutes 30 seconds, West, 583.19 feet, and South 89 degrees 50 minutes 30 seconds West, 496.79 feet, and North 89 degrees 31 minutes 57 seconds West, 546.03 feet, from the Southeast Section corner; thence South 00 degrees 09 minutes 42 seconds East, 30.00 feet, thence North 89 degrees 50 minutes 18 seconds East, 45.00 feet, thence South 00 degrees 09 minutes 42 seconds East, 296.00 feet, thence South 89 degrees 50 minutes 18 seconds West, 545.00 feet, thence North 07 degrees 17 minutes 30 seconds East, 326.79 feet, thence North 89 degrees 50 minutes 18 seconds East, 457.35 feet, to the point of beginning.

Parcel Identification No. 16-10-451-008

Parcel No. 2

CHICAGO TITLE INSURANCE COMPANY

By:

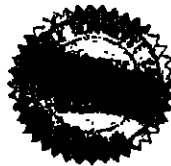
Robert P. Miller

President

ATTEST:

Thomas J. Adams

Secretary



LEGAL DESCRIPTION, (CONTINUED):

Town 2 North, Range 7 East, Section 10, part of the Southeast 1/4, beginning at a point distant North 89 degrees 54 minutes 30 seconds West, 1314.92 feet, and North 00 degrees 09 minutes 30 seconds West, 583.19 feet, and South 89 degrees 50 minutes 30 seconds West, 498.79 feet from Southeast corner, thence South 00 degrees 09 minutes 30 seconds East, 320.00 feet, thence South 89 degrees 50 minutes 18 seconds West, 500.99 feet, thence North 00 degrees 09 minutes 42 seconds West, 296.00 feet, thence South 89 degrees 50 minutes 18 seconds West, 45.00 feet, thence North 00 degrees 09 minutes 42 seconds West, 350.00 feet, thence North 24 degrees 21 minutes 07 seconds West, 298.82 feet, thence North 65 degrees 33 minutes 30 seconds East, 175.39 feet, thence South 25 degrees 11 minutes 00 seconds East, 217.32 feet, thence North 65 degrees 33 minutes 30 seconds East, 200.00 feet, thence South 25 degrees 11 minutes 00 seconds East, 301.27 feet, thence along a curve concave Southwesterly, radius 2000.00 feet, chord bears South 20 degrees 51 minutes 05 seconds East, 302.14 feet, distance of 302.43 feet to the point of beginning.

Parcel Identification No. 16-10-451-010

**OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES
AND REQUIREMENTS FOR ISSUANCE OF POLICY:**

1. Owner: ANGELO EVANGELISTA AND GILDA EVANGELISTA, HIS WIFE

Subject to the Interest of Tri-Mount/Milford Village Development Co., a Michigan Corporation, as disclosed in liber 10864, page 268 and liber 15104, page 520 and liber 15370, page 826, Oakland County Records.

RECORD DEED FROM THE ABOVE OWNER TO TRI-MOUNT/MILFORD VILLAGE DEVELOPMENT CO., A MICHIGAN CORPORATION.

RECORD DEED FROM TRI-MOUNT/MILFORD VILLAGE DEVELOPMENT CO., A MICHIGAN CORPORATION TO THE PARTY TO BE INSURED.

2. Subject to a Pole Line Permit in favor of the Detroit Edison Company, as recorded in liber 4026, page 581 and liber 4026, page 583, Oakland County Records.

3. Subject to an easement for ingress and egress in favor of S.K. Development Co., a Michigan Corporation, as set forth in easement dated December 23, 1975, and recorded January 7, 1976, in liber 6601, page 132, Oakland County Records. The route of said easement is more particularly described in the document.

4. Subject to an easement in favor of S.K. Development Co., a Michigan Corp., as set forth in easement dated December 23, 1975, and recorded January 2, 1976, in liber 6601, page 136, Oakland County Records. The route of said easement is more particularly described in the document.

5. Two 60 foot Easements for ingress, egress and public utilities, as disclosed in instrument dated February 1, 1992 and recorded in liber 8158, page 486, Oakland County Records.

6. Subject to an easement for sewer in favor of Tri-Mount/Milford Village Development Co., Inc., as set forth in easement dated April 13, 1992, and recorded April 14, 1992, in liber 12519, page 844, Oakland County Records. The

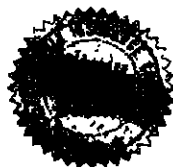
CHICAGO TITLE INSURANCE COMPANY

By:

Robert P. Miller
President

ATTEST:

Thomas J. Adams
Secretary



CONTINUATION OF COMMITMENT:

route of said easement is more particularly described in the document.

7. Building and use restrictions contained in instrument recorded in liber 3886, page 897 and liber 4006, page 111 and liber 4115, page 24, and amended in liber 6329, page 126; liber 6338, page 357 and liber 6537, page 849, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

8. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

9. 1994 Winter Taxes: PAID, \$3,140.56.
1995 Summer Taxes: \$2,616.20, not including penalties and interest.
1995 Village Taxes: DUE, \$2,720.85, not including penalties and interest, as to Parcel No. 1.

1994 Winter Taxes: PAID, \$4,477.43.
1995 Summer Taxes: DUE, \$3,729.95, not including penalties and interest.
1995 Village Taxes: DUE, \$3,879.15, not including penalties and interest, as to Parcel No. 2.

NOTE: There are no Special Assessments presently confirmed against the subject property.

TAXES AND SPECIAL ASSESSMENTS WHICH CONSTITUTE A LIEN, BUT ARE NOT YET DUE AND PAYABLE.

NOTE: PLEASE DIRECT ANY QUESTIONS YOU MAY HAVE REGARDING THIS COMMITMENT TO THE EXAMINER: Robert S. Powell at 333-3090.

vp/vp/ta/vp

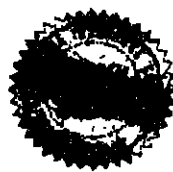
Countersigned: _____
Philip F. Greco or Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:

Robert P. Altman
President

Dated at: Pontiac, Michigan,
August 08, 1995 at 8:00 A.M.
UPDATED 3
REVISED 4



ATTEST:

Thomas J. Adams
Secretary

This Commitment is valid and binding for a period of 90 days from the date hereof.

**REQUIREMENTS FOR ISSUANCE OF POLICY AND STATEMENT AS TO
GENERAL EXCEPTIONS ATTACHED TO AND MADE PART OF COMMITMENT
FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY
THROUGH IT'S AGENT, THE PHILIP F. GRECO TITLE COMPANY**

REQUIREMENTS FOR ISSUANCE OF LOAN POLICIES:

FOR ALL LOAN POLICIES:

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

FOR ALTA LOAN POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements and waivers showing payment or release of all lien rights covering improvements made on subject land in the last 80 days or satisfactory proof that no improvements have been made within the last 90 days.

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

PROVISIONS APPLICABLE TO ALL COMMITMENTS:

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

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company: defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

GENERAL EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

Owner's Policies:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Restrictions upon the use of the premises not appearing in the chain of title.

Loan Policies With Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

CHICAGO TITLE INSURANCE COMPANY

By

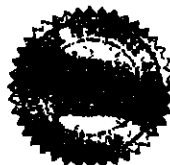
Philip F. Greco

President

ATTEST:

Thomas J. Adams

Secretary



Detroit Edison Co. Service Order No.
 Remitted By **TRI-MOUNT**
 Address **Milford**
 In Payments of **R/W**

Prepared By	Date	Check No
B. Galsora	8-8-75	5022
Work Orders	Amount	
X21AD640	\$1,000.00	
		Total \$1,000.00

To be used for
 receipt of payments
 for services
 not invoiced thru sundry

General Ledger Coupon

DE 963-0409 10-93

**TRI - MOUNT MILFORD VILLAGE
 DEVELOPMENT CO., INC.**

41115 JO DRIVE
 NOVI, MI 48375

NBD BANK, N.A.
 NOVI, MI 48375
 9-32-720

5022

0022

08/01/95

*****600100*

DATE

AMOUNT

PAY
 TO THE
 ORDER
 OF

DETROIT EDISON
 P.O. BOX 1259
 DETROIT, MI 48260

[Handwritten Signature]

Antony A. Eagle

⑈005022⑈ ⑆072000326⑆ 002690⑈84⑈

REAL ESTATE AND RIGHTS OF WAY

Project No. R04265

Book Value Report No. _____

Records Center File No. 20544

Date: June 20, 1995

To: A. Heitsch Plant Accounting

From: B. Golson

Subject: Book Value Report

Please provide the following Book Value information for the proposed ^{release} sale of R/W located in the S. 1/2 of Section 10 of Milford Township, Cakland County, Michigan, as outlined in red on the attached survey drawing. ~~The property contains~~ _____ acres.

Please return this memo to me, Real Estate and Rights of Way, 448 G.O.

PLEASE COMPLETE:

This estimate is void after 12/31/

Date of Original Purchase

Plant Accounting Number

	<u>Entire Parcel</u>	<u>Parcel to be Released</u>
Book Cost (Land) \$	<u>ZERO</u>	<u>ZERO</u>
19 <u> </u> Assessment \$	<u>"</u>	<u>"</u>
19 <u> </u> Taxes \$	<u>"</u>	<u>"</u>

The information presented above is not meant to indicate property value.

Signed: Allen Heitsch 6/21/95

Detroit
Edison

Date: July 6, 1995

To: B. L. Golson

From: N. J. Stevens *NJS*

Subject: Request for Release of Right of Way No. 84257
purchased for Corridor
located in the West Suburban Region in the S 1/2 of Section 10,
Milford Township, Oakland County, Michigan

Re: Project No. RO 4265

Resource Planning has reviewed the request from Tri-Mount for the release of right of way No. 84257 associated with the relocation of the overhead lines. We defer to Transmission Planning regarding this request.

cc: R. W. Bauer
R. W. Bednarz

174598

RERW95

Serving Customers

We're all a part of it!

memorandum

DATE 5-30 19 95

TO: T. BENEDICT	FROM: J. BURNESS
RIW HOWELL S.C.	NEW HUDSON S.C.
	SPE - PLANNER

SUBJECT: ESMU'T VACATION

MESSAGE: FIELD CHECK EASEMENT LOCATION TODAY & HAVE NO OVERHEAD FACILITIES W/IT. I SEE NO REASON TO KEEP IT.

PROJECT PLNR	SIGNATURE <i>J. Burness</i>
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REPLY:

