

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

March 29, 1971

MEMORANDUM TO:

MR. HARRIS R. SYMES  
Secretary  
510 General Offices

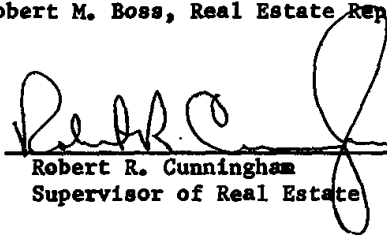
Re: Right of Way Easement - The Detroit Edison Company. Part of Parcel No. 18 Wixom - Proud Lake Right of Way Easement, Milford Township, Oakland County, Michigan. Work Order 350 F 671. Survey sketches No's 5MS 1109-25 & 5MS 1109-7

Attached for the Records Center are all papers in connection with the original route and the acquisition of the above easement.

The original route was started in September, 1969 and payment of \$7,087.00 was made December 12, 1969. Because of swampy area, the Easement was rerouted. The work on the reroute began in September, 1970.

The Easement was acquired from Constance De Cary, Et al, by agreement dated November 10, 1970. The total purchase price was \$7,087.00. This amount was covered by the check for the original route.

This Easement was negotiated by Robert M. Boss, Real Estate Representative.

  
Robert R. Cunningham  
Supervisor of Real Estate

RMB/em  
Attachment  
Messrs.

- G.R. Keast
- B.H. Schneider
- R.L. Schulz
- J. Siergiej
- F. Smith
- F. Warmbier
- J.S. Wenger
- J.C. Wetzel

RECEIVED
<i>MSK</i>
<i>1/22</i>
<i>back</i>
<i>JS</i>

RECORDS CENTER
RECEIVED APR 21 71
WORKER MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. *21540-285*

Real Estate and Rights of Way Department

February 22, 1971

T

MEMORANDUM TO:

MR. J. C. WETZEL, Director  
Law Department  
226 General Offices

Attention: Mr. Stephen A. McNamee

RE: Survey for Wixom-Proud Lake Corridor, Milford Township, Oakland County, Michigan. Work Order 350 F 671.

Attached for recording is the following Right of Way Survey Affidavit:

CONSTANCE DE CARY

FORREST S. HUBBEL

DUANE K. GREENLEE  
MINNIE GREENLEE

RITA HANSON DE POTTER (18)

When the above documents have been returned from the Register of Deeds Office, kindly forward the instruments to this office.

*Robert M. Boss*

Robert M. Boss  
Real Estate Representative

RMB:cc

Attachment

RECEIVED ABOVE DOCUMENT FOR RECORDING ON February 24, 1971.

PER: Linda M. Denton  
Law Department

RECORDS SECTION NO: 286540735

T

Properties and Rights of Way Department

February 24, 1970

MEMORANDUM TO:

MR. J. C. WETZEL, Director  
Law Department  
226 General Offices


Attention: Mr. Roger F. Golden

Re: Wixom-Proud Lake Corridor. Work Order 350 F 671. Milford Township, Oakland County, Michigan

Attached for recording is the following document:

Right of Way Survey Affidavit - DeCary, et al (#18)

When the above document has been returned from the Register of Deeds Office, kindly forward the instrument to this office.

  
Thomas E. Blondell

TEB/mld

RECEIVED ABOVE DOCUMENT FOR RECORDING ON 2/25, 1970

PER: [Signature]  
Law Department

RECORDED IN DEPT. OF WAY NO. 36546-1235

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

December 12, 1969

**Constance DeCary**  
3871 Wedgewood  
Birmingham, Michigan 48010

Dear Madam:

Enclosed is our check in the amount of Seven Thousand Eight-Seven and 00/100  
(\$7,087.00) - - - - Dollars in full and satisfactory payment for the  
right you granted to us on the 11th day of  
September, 1969, to erect an electric transmission  
line across your property in Township of  
Milford County of Oakland and State of  
Michigan. Will you please sign the attached copy and return it to us at your  
earliest convenience.

We would like to take this opportunity to again thank you for your help and co-  
operation in our efforts to continue improving the quality and dependability of  
the electric service in this area.

Upon completion of construction of this line, we would appreciate your advising  
us of any condition caused by our construction crews which has not been taken  
care of to your satisfaction.

Yours very truly,

*TEB/LGS*  
**Thomas E. Blondell**  
State Representative  
Public Utilities and Rights of Way Dept.

PROCEEDED RIGHT OF WAY NO. 280540 7/85

<b>INSTRUCTIONS TO DELIVERING EMPLOYEE</b>	
Show to whom, date, and address where delivered	Deliver (QTY) to addressee:
<i>(Additional charges required for these services)</i>	
<b>RECEIPT CODE</b>	
Received the numbered article described below.	
REGISTERED NO.	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO. 105376	1 <i>Constance DeCary</i>
INSURED NO.	2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED DEC 12 1969	3 SHOW WHERE DELIVERED (only if requested)

**REQUEST FOR CHECK**  
D. FORM 143 3 69

THE DETROIT EDISON COMPANY

PAY TO (NAME AND ADDRESS INCL ZIP CODE)

**CONSTANCE DECARY**  
3871 Wedgewood  
Birmingham, Michigan

INVOICE NO

DATE OF REQUEST

**December 8, 1969**

REQUESTED CHECK DATE

**December 10, 1969**

CONTRACT NO

STATE WHAT PAYMENT IS FOR (ATTACH COPY IF REQUIRED BY PAYEE)

**Easement for Wixom-Proud Lake 120 KV R/W**

VENDOR CODE	
TAX CODE	LSI/SALS TAX OR F/A
DISC CODE	CASH DISCOUNT AMT
FRFISHT	ADD'L CHG
ADDITIONAL CHARGE AMT	AUDITED

ACCOUNT NAME	ITEM	WORK ORDER	AMOUNT
	01	350 F 671	\$7,087.00
	02		
	03		
	04		
TOTAL AMOUNT			<b>\$7,087.00</b>
PREPARED BY <b>T. E. Blondell/mld</b>	APPROVED <i>[Signature]</i>		
APPROVED FOR PAYMENT	AUDITED		

CHECK TO BE MAILED: SEND CHECK TO **Robert R. Cunningham - 310 General Offices**

**MEMORANDUM:**

Purchase requested by: **C. M. Heidel, General Engineering Department**

Location: **In the Northeast 1/4 of Section 25, Milford Township, Oakland County**

To be used for: **Wixom-Proud Lake 120 KV Right of Way**

Consists of: **A 90-foot wide easement**

Appraisal: **By C. W. Layton, Lands Appraiser, at \$2,500.00 to \$3,000.00 per acre**

RECORDED RIGHT OF WAY NO. *26540-195*

Properties and Rights of Way Department

November 4, 1969

MEMORANDUM TO:

MR. J. C. WETZEL, Director  
Law Department  
226 General Offices

Attention: Mr. Roger F. Golden

RE: Easement for Wixom-Proud Lake Line, Milford Township,  
Oakland County, Michigan. Work Order 350 F 671.

Attached for recording are the following permits:

TREE

FREDERICK DICKS  
ALMA DICKS  
ROBERT LESSMEIER  
RUTH LESSMEIER (18T)  
(2 Permits)

HIGH VOLTAGE TRANSMISSION

CONSTANCE DeCARY  
FORREST S. HUBBEL  
DUANE K. GREENLEE  
MINNIE GREENLEE  
RITA HANSON DePOTTER  
JOHN M. ROBERTSON (18)

When the above documents have been returned from the Register of Deeds Office, kindly forward the instruments to this office.

LESLIE G. SUNDSTROM

\_\_\_\_\_  
Leslie G. Sundstrom  
Real Estate Coordinator

LGS-ck

Attachments

RECEIVED ABOVE DOCUMENTS FOR RECORDING ON November 5, 1969.

PER: A. Schomath  
Law Department

RECORDED RIGHT OF WAY NO. 4540-235

**Properties and Rights of Way Department**

**October 30, 1969**

**MEMORANDUM TO:**

**MESSES. JOHN S. WENGER  
GEORGE R. KEAST**

Attached is a copy of High Voltage Transmission Permit covering right of way for the Winom-Froud Lake Corridor, granted by Constance DeCary, Forrest S. Hubbel, Duane K. Greenlee, Minnie Greenlee, Rita Hanson DePotter and John M. Robertson.

Will you please provide us with center line surveys in time to meet the affidavit date requirements.

LESLIE G. SUNDSTROM

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**Leslie G. Sundstrom  
Real Estate Coordinator**

HRL/mms

Attachment

RECORDED AND INDEXED  
24540-7235

18

Properties and Rights of Way Department

October 20, 1969

MEMORANDUM TO:

MR. J. C. WEITZEL, Director  
Law Department  
226 General Offices

Attention: Mr. Roger F. Golden

Will you please approve the following high voltage permit.

Milford Township

Constance DeCary  
Forrest S. Hubbel  
Duane K. Greenlee  
Minnie Greenlee  
Rita Hanson DePotter  
John M. Robertson  
(Title Search attached)

After this permit has been approved, will you please return it to this office.

LESLIE G. SUNDSTROM

\_\_\_\_\_  
Leslie G. Sundstrom  
Real Estate Coordinator

HEL/nms

Attachments

RECEIVED ABOVE DOCUMENTS FOR APPROVAL ON

10/22, 19 69

PER: R. Killian

Law Department

RECORDED INDEXED BY TAX NO. 245461235



Sept  
1970

"DAUGHTER'S TRUST"

L. 5349-543-561

THIS TRUST AGREEMENT, made this 5<sup>th</sup> day of

October, 1964, by ADELAIDE M. HANSON, of the Township of Holland R.D. 2nd amt 111 ~~Harford~~, County of Oakland, State of Michigan, as Settlor, and RITA HANSON DEPOTTER, of the Village ~~Township~~ of Bucity Hills R.D. 2nd amt 111 ~~Southfield~~, County of Oakland, State of Michigan, as individual Trustee, and JOHN M. ROBERTSON, of the Township of Bloomfield, County of Oakland, State of Michigan, as independent Trustee.

W I T N E S S E T H:

L. AND C. W. B. R. P. R. C. H. A. M.

The Settlor has transferred and delivered to the Trustees all of the property described in Schedule A, which is attached hereto and is made a part of this Trust Agreement. The said property, the receipt of which is acknowledged by the Trustees, together with any other property that may later become subject to this trust, shall constitute the trust estate and shall be held, administered and distributed by the Trustees as provided herein.

ARTICLE I

The Settlor or others shall have the right at any time, whether by the terms of their Last Will and Testament

RECORDED FIRST OF MAY NO. 11,570,225

or otherwise, to add to this trust additional property acceptable to the Trustees, which additional property, upon receipt and acceptance by said Trustees, shall become a part of the trust estate and shall be described in appropriate schedules to be attached to this Agreement.

ARTICLE II

The Trustees shall hold, care for, manage, control, invest and reinvest the trust estate in accordance with the powers set forth in Article X, distribute the principle thereof, and apply the net income therefrom in the manner following:

Section 1. For and during the lifetime of the Settlor's daughter, Rita Hanson DePotter, the Trustees shall pay to her the entire net income from the trust estate at least quarter-annually.

Section 2. Upon the death of the Settlor's daughter, the trust established for her benefit shall terminate and the property then constituting the trust estate shall at once be divided by the independent Trustee into as many equal shares as

RECORDED  
INDEXED  
16540-5895

the Settlor shall have had grandchildren by such daughter, and one of such shares shall be set aside by the independent Trustee and shall constitute a separate and distinct trust for each of said grandchildren. As to any property of the trust impossible of exact division, it shall be unnecessary for the independent Trustee to physically divide the same into as many parts as there may be trusts, but an undivided part thereof may be deemed and shall be duly evidenced by appropriate book entries to have been definitely allocated to each such trust.

(a) During the period of each of the trusts herein created for the benefit of the Settlor's grandchildren, the independent Trustee shall hold, care for, manage, control, invest and reinvest the trust estate and distribute the net income therefrom in the following manner. Until such time as the beneficiary of each trust attains the age of twenty-one years the independent Trustee shall pay to or for his or her benefit so much of the net income of said trust estate as the

PRODUCED UNDER THE PROVISIONS OF THE  
ACCESS TO INFORMATION ACT  
RÉVISÉ PAR 2135

4

independent Trustee, in his sole judgment and discretion, shall consider necessary, proper and suitable to provide for his or her maintenance, support, advancement, education, and general welfare. Any unexpended portion of the annual net income of each trust shall be retained in said trust and added to the principal thereof. From and after the time each of said beneficiaries attains the age of twenty-one years and until the termination of his or her respective trust, the entire net income of the trust estate shall be paid over to him or to her at least quarter-annually.

- (b) When each of the Settlor's grandchildren attains the age of twenty-five years, the independent Trustee shall transfer and deliver over to such grandchild one-third of the trust estate held for his or her benefit. When each of the Settlor's said grandchildren attains the age of thirty years, the independent Trustee shall transfer and

10540 1195

Properties and Rights of Way Department

January 21, 1971

MEMORANDUM TO:

MR. J. C. WETZEL, Director  
Law Department  
226 General Offices

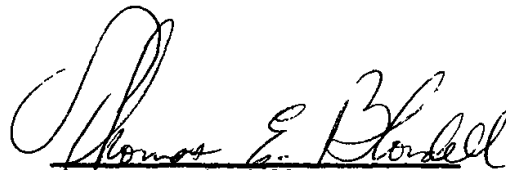
Attention: Mr. Stephen A. McNamee

Re: Easement for Wixom-Proud Lake Corridor, Milford Township,  
Oakland County, Michigan, Work Order 350 F 671

Attached for recording is the following High Voltage Transmission Permit:

CONSTANCE DECARY  
FORREST S. HUBBEL  
DUANE K. GREENLEE  
MINNIE GREENLEE  
RITA HANSON DEPOTTER  
JOHN M. ROBERTSON (#18)

When the above document has been returned from the Register of Deeds Office, kindly forward the instrument to this office.

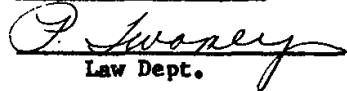


Thomas E. Blondell  
Real Estate Representative

TEB/mld  
Attachment

RECEIVED ABOVE DOCUMENT FOR RECORDING ON 1-22, 1971

PER:



Law Dept.

RECORDED RIGHT OF WAY NO. 36540-285

deliver over to such grandchild one-half of the then principal of the trust estate held for his or her benefit, and when each of the Settlor's said grandchildren attains the age of thirty-five years, the trust created for his or her benefit shall terminate and the property then constituting the trust estate shall forthwith be delivered over to him or to her without reservation of any character.

In the event any of the Settlor's grandchildren shall have attained the age designated for partial or final distribution of the property set apart in a separate trust for his or her benefit at the time said trust is created, the independent Trustee shall forthwith make distribution to him or to her in conformity with the directions herein contained.

- (c) In the event any of the Settlor's grandchildren do not survive the Settlor's daughter, or die before his or her trust estate or any part thereof is delivered over to him or to her as herein provided, the trust for such grandchild

RECORDED FILED OF MAY NO. 26540 X245

shall terminate or be inoperative as the case may be, and in any of such events, the share or property then constituting or which would have constituted the trust estate for the benefit of such grandchild shall descend and be delivered over to his or to her then living issue by right of representation. In the absence of such issue, such share or property shall be transferred and delivered over in equal shares to the Settlor's then living grandchildren and the then living issue of any deceased grandchild by right of representation; provided, however, that if any trust herein created is under administration, the part intended for the beneficiary thereof, shall be transferred and delivered over to his or her trust and held, administered and disposed of as if it had originally formed a part thereof; provided, further, that if the issue of any of the Settlor's deceased grandchildren shall be a minor, the independent Trustee is authorized, in his discretion, to hold, care for, manage, control,

invest and reinvest the share of such minor during his or her minority and during such period, to devote so much of the net income and apply such part or all of the principal of said share as the independent Trustee, in his sole judgment and discretion, shall consider necessary or advisable to the proper care, maintenance, support and education of such minor. Any unexpended portion of the annual net income of such share shall be added to the principal and be invested and reinvested by the independent Trustee for the benefit of such minor. Upon his or her death or when such minor attains the age of twenty-one years, whichever occurs first, the principal of his or her share and any accumulation of income shall be transferred and delivered over to him or to her or to his or to her estate without reservation of any kind.

Section 3. In the event that the Settlor's daughter, Rita Hanson DePotter, shall die without leaving issue surviving her, or in the event that during the term

RECORDED RIGHT OF WAY NO. 26540 23-5



of the trust herein created for his or her benefit, any of the Settlor's grandchildren shall die without leaving issue and without leaving any of the Settlor's other grandchildren or issue of deceased grandchildren surviving him or her, then the trusts herein created shall terminate or be inoperative as the case may be, and in any of such events, the property then constituting or which would have constituted the trust estates shall at once be transferred and delivered over free of trust to the Settlor's heirs-at-law as then determined under the laws of descent and distribution of the State of Michigan in effect at that time.

Section 4. If any trust created in this Article shall violate the applicable rule against perpetuities, accumulations, or other similar rule of law, the Trustees are hereby directed to terminate such trust on the date limited by such rule or law, and thereupon the property held in such trust shall be distributed free of trust to the persons then entitled to the income therefrom, notwithstanding any provisions

2546 725

contained in this Agreement to the contrary. The power of appointment granted hereunder shall not be exercised in such manner as shall violate any such applicable rule or law, and any attempted exercise of such power which violates such rule or law shall be void and of no effect whatsoever.

Section 5. In the event it appears to the independent Trustee that the net income payable to the Settlor's daughter, Rita Hanson DePotter, from the trust established for her benefit in this Article is not sufficient to assure her comfort and welfare, or in the event that any illness or distress should come to her making it advisable in the judgment of the independent Trustee to advance more than the net income from said trust estate, the independent Trustee is given the power in his sole judgment and discretion to use and devote so much of the principal of the trust established for her benefit in this Article as he may deem advisable to accomplish the purposes heretofore indicated.

Also, if in the opinion of the independent Trustee it appears that after the death of the Settlor's

RECORDED RIGHT OF WAY NO. 365407285

daughter, the net income payable to the Settlor's grandchildren from the trusts created for their benefit in this Article is not sufficient to assure their maintenance, support, education, advancement or general welfare, or in the event that any illness, distress or other hardship should come to any of them, making it advisable in the judgment of the independent Trustee to advance more than the net income from their separate trust estate, the independent Trustee is given the power in his sole judgment and discretion to use and devote so much of the principal of the separate trust estates established for each of the Settlor's grandchildren as he may deem advisable to accomplish the purpose heretofore indicated. The independent Trustee is further authorized, in his sole discretion, to make distributions from each of the trust estates set aside for each of the Settlor's grandchildren for the purpose of providing for their education, including college, graduate school or other advanced education, to assist them in purchasing their own homes, becoming established in a business or

26546 225

profession, or to otherwise secure their advancement, security and general welfare.

The primary purpose of the trusts herein created is to provide for the care, comfort, education and general welfare of the Settlor's daughter, Rita, during her lifetime, and of the Settlor's grandchildren after her death, and to that end, the independent Trustee shall exercise liberally the discretionary power to invade the principal of the trust estates created for their benefit.

Section 6. The Trustees are authorized to make payments or distributions provided by this Article to the legal guardian of, or directly to, the beneficiary, or otherwise as they may from time to time deem expedient. Whenever used in this Agreement the words "child," "children," "grandchild," "grandchildren," and "issue" shall be construed to mean and include legally adopted children.

#### ARTICLE III

Neither the principal of the trusts created hereunder, nor the income resulting therefrom while in the hands of the

RECORDED ELECTRIC OF WAY NO. 46540 7/28/85

Trustees shall be subject to any conveyance, transfer or assignment, or pledge as security for any debt of any beneficiary, and the same shall not be subject to any claims by any creditor of any beneficiary, through legal process or otherwise. It is the Settlor's intention to place the absolute title to the property held in trust and the income therefrom in the Trustees with power and authority to pay out the same only as authorized hereby. Except as herein provided, any attempted sale, anticipation, assignment or pledge of any of the funds or property held in trust or any part thereof, or the income therefrom by the beneficiaries or any of them shall be null and void, and shall not be recognized by the Trustees.

ARTICLE IV

The Trustees shall maintain full and accurate books of account and records of receipts and disbursements and other financial transactions relative to the trust estate, all of which shall be available for inspection at any reasonable time by the Settlor or any beneficiary of this trust.

The Trustees shall render to each of the beneficiaries of the trust herein created an accounting quarter-annually of

RECORDED RIGHT OF WAY NO. 26540-1225

all receipts and disbursements in relation to the trust account, including an inventory of the trust estate held in trust for such beneficiary.

ARTICLE V

The Trust estate and the income therefrom shall be chargeable with the reasonable expenses of the Trustees in the administration of the trust and with reasonable compensation for the services of the Trustees.

ARTICLE VI

The validity, construction and all rights under this Agreement shall be governed by the laws of the State of Michigan, and if any provision should be invalid or unenforceable the remaining provisions shall continue to be fully effective. In any proceeding involving the construction or operation of this Agreement, the then living beneficiaries shall represent all unknown and undetermined beneficiaries, and any order, judgment, or decree rendered in such proceeding shall be binding upon all unknown and undetermined beneficiaries.

ARTICLE VII

The trusts herein created shall be irrevocable, and the Settlor hereby expressly acknowledges that she shall have

RECORDED IN THE REGISTER OF DEEDS FOR THE COUNTY OF WASHTENAW, MICHIGAN, ON 10/25/85

no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke, or terminate said trusts, or any of the terms of this Agreement, in whole or in part, or to designate the persons who shall possess or enjoy the trust property, or the income therefrom. By this instrument the Settlor intends to and does hereby relinquish absolutely and forever all possession or enjoyment of, or right to the income from, the trust property, whether directly, indirectly, or constructively, and every interest of any nature, present or future, in the trust property.

ARTICLE VIII

In the event of the death, resignation or incapacity of the individual Trustee, Rita Hanson DeP Potter, no other Trustee shall be appointed to succeed her, and John M. Robertson, or his successor, shall act as sole Trustee hereunder. In the event of the death, resignation or incapacity of the independent Trustee, John M. Robertson, THE DETROIT BANK & TRUST COMPANY \_\_\_\_\_ shall be appointed to succeed him, and such successor Trustee shall have all the same rights, powers and duties as thought originally named herein.

RECORDED RIGHT OF WAY NO. 2655/6 2-5-55

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

LAW DEPARTMENT

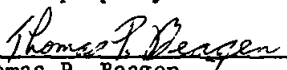
January 20, 1971

MEMORANDUM TO:  
Mr. Robert Boss  
Real Estate Representative  
310 General Offices

Re: High Voltage Transmission Permit  
Milford Township, Oakland County  
Constance DeCary, et al

The enclosed permit dated November 10, 1970 is approved only as to form, subject to a right of way granted to the Michigan Consolidated Gas Company dated July 30, 1955 and recorded in Liber 3390, page 112.

It should be determined whether the location of the right of way will interfere with our use of the property.

  
Thomas P. Beagen  
Staff Attorney

:lhd  
Enclosure

RECORDED RIGHT OF WAY NO. 24540-295



ARTICLE X

In the administration of the trust, the Trustees shall have the following rights, powers and duties, all of which shall be exercised only in a fiduciary capacity:

1. To invest and reinvest the trust estate in accordance with their judgment, unrestricted by any present or future statute or rule of law regulating investments by fiduciaries;
2. To retain any asset of the trust estate in the form in which it is received or acquired, without regard to the proportion that one asset or class of assets may bear to the entire trust estate;
3. To option, sell and convey, exchange, lease without limit as to time, release, mortgage, pledge or encumber the trust estate or any asset thereof at such times, in such manner, and upon such terms and conditions as they may deem proper;
4. To improve, repair, maintain, insure, surrender, abandon or otherwise deal with or dispose of

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPREME COURT  
NOV 10 1966 11:25

4. any asset of the trust estate;
5. To borrow money or renew any indebtedness either on the general credit of the trust estate or by securing repayment by pledge or mortgage of any of the assets thereof;
6. To purchase for the trust estate any securities or other property belonging to the estate of the Settlor, and to loan to the representatives of the Settlor's estate (whether or not any of the Trustees hereunder are, at the time, an executor or other personal representative of the Settlor's estate), out of either the principal or the accumulated income of the said trust estate, such amounts as the Trustees may deem necessary or advisable to protect and conserve the assets of the Settlor's estate, upon such terms and conditions as they may deem proper. The Trustees shall not be liable for any losses suffered by the trust estate as a result of their exercise of these powers;

RECORDED RIGHT OF WAY NO. 26540-1235

7. To vote in person or by proxy with respect to any securities constituting a part of the trust estate and to carry any securities or

other property, requiring or permitting registration, in their name or in the name of their nominee or nominees, without words of trust;

8. To allocate in such manner as they may consider equitable all receipts and disbursements between income and principal regardless of any contrary rule or law;

9. To compromise, adjust, arbitrate, sue on, defend, abandon or otherwise deal with and settle any and all claims in favor of or against the trust estate;

10. To appoint agents to act in their behalf and generally to do any act or thing and execute all instruments necessary, incidental or convenient to the proper management and investment of the trust estate.

10540 1255

The Settlor and the Trustees have executed this Agreement this 5<sup>th</sup> day of October, 1964

WITNESS:

Robert B. Adams Adelaide M. Hanson  
ADELAIDE M. HANSON Settlor

Lillian C. Stevenson

Robert B. Adams Rita Hanson De Potter  
RITA HANSON DEPOTTER Trustee

Lillian C. Stevenson

Robert B. Adams John M. Robertson  
JOHN M. ROBERTSON Trustee

Lillian C. Stevenson

RECORDED RIGHT OF WAY NO. 85540 785

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF ~~WAYNE~~

*Oakland*

On this 5<sup>th</sup> day of October, 1964,

before me personally appeared ADELAIDE M. HANSON, RITA HANSON  
DEPOTTER, and JOHN M. ROBERTSON, to me known to be the persons  
described in and who executed the foregoing instrument and  
acknowledged that they executed the same as their free act and  
deed.

*Armand D. Kunz*

Notary Public, Wayne County, Michigan

*Acting as Oakland County*

My commission expires: 7-15-67

ARMAND D. KUNZ  
Notary Public Wayne County, Mich.  
My Commission Expires July 15, 1967

465464235

17 + 8

(4)

Wisconsin-Proud Lake-Placid-Corridor

Millford Township  
Oakland County

Parcel 17: Croft

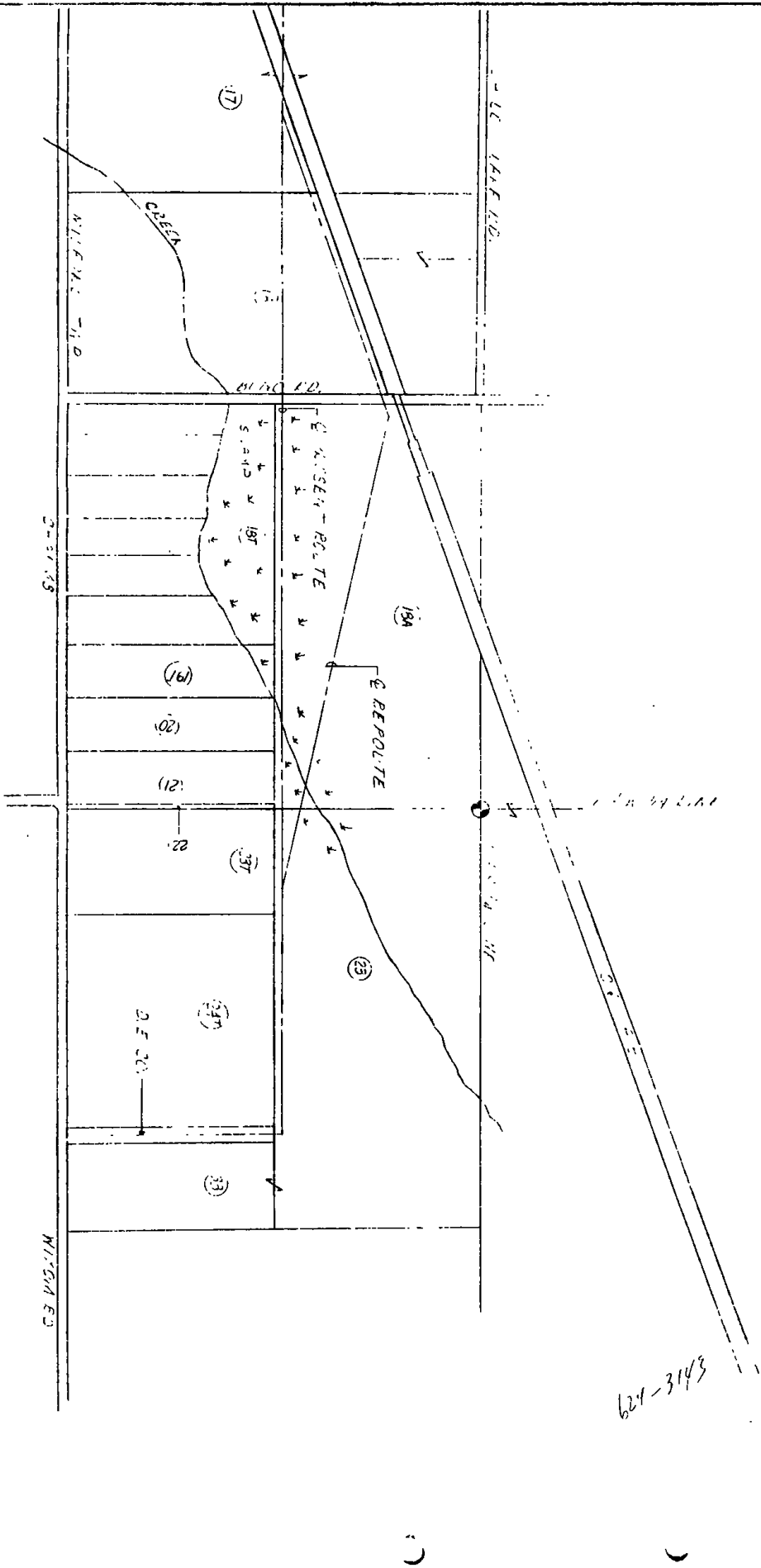
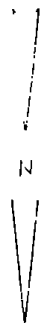
Parcel 18: DePottier + Robertson

Survey Date Sept 30, 1970  
Date Oct. 6, 1970

A line running in a Northerly and Southerly direction across the Northeast 1/4 of Section 25, Town 2 North, Range 7 East from a point on the North Line of Section 25 (Buno Road), 1965.4 feet westerly from the Northeast Corner of Section 25, thence Southerly along a line making a southeasterly angle of  $71^{\circ}19'15''$  with the last described line 1771.0 feet to a point of deflection, thence deflecting to the right  $19^{\circ}33'30''$  to a point on the East and West 1/4 line of Section 25, a distance of 1283.6 feet easterly from the Center of said section.

CS  
10/11/70

RECORDED RIGHT OF WAY NO. 36570 1975



ALICE K. HESLO - A.E.  
REROUTE "MILFORD" ROAD  
OF BUND RD., MILFORD TWP.

APPROVED	
DATE	9-14-22
SCALE	1" = 600'
LAYOUT BY	J. TRENT
THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	DRAWING NUMBER ED2-7253

621-3143

1-11-64  
 1-12-64  
 1-13-64  
 1-14-64  
 1-15-64  
 1-16-64  
 1-17-64  
 1-18-64  
 1-19-64  
 1-20-64  
 1-21-64  
 1-22-64  
 1-23-64  
 1-24-64  
 1-25-64  
 1-26-64  
 1-27-64  
 1-28-64  
 1-29-64  
 1-30-64  
 1-31-64

65 10709

4691 829

WARRANTY DEED  
 STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS That ADELAIDE HANSON, the survivor of herself and her deceased husband O. M. Hanson, whose death certificate is recorded in  
 in \_\_\_\_\_ P. 26  
 County of \_\_\_\_\_ O.C.R.  
 together with \_\_\_\_\_ and \_\_\_\_\_ as trustees  
 under Sec. 12017 of the Public Land Act, October 3, 1964, with Adelaide H.  
 whose Street Number and Parcel Identification Number is \_\_\_\_\_

do hereby convey and warrant to the Township of \_\_\_\_\_ County of \_\_\_\_\_  
 and State of Michigan, to wit:  
 that part of the N 1/2 of the NE 1/4 of Section 25, T2N, R7E, lying E  
 of Pere Marquette R.R. R/W (53.267); and that part of the SE 1/4 of the  
 SW 1/4 of Section 24, T2N, R7E, lying E of Pere Marquette R.R. R/W (267);  
 and that part of the E 1/2 of the SW 1/4 of Section 24, T2N, R7E, lying  
 E of Pere Marquette R.R. R/W (1.565); and that part of the W 1/2 of the  
 SE 1/4 of Section 24, T2N, R7E, lying Northeastly of Pere Marquette  
 R.R. R/W (66.505), all in Milford Township, Oakland County, Michigan  
 containing 141.29 Acres more or less.

together with all and singular the tenements, hereditaments and appurtenances therein to be held to be of the same force and effect as if they were actually conveyed  
 for the sum of \_\_\_\_\_  
 and other valid considerations,  
 subject to Restrictions of Record.

Dated this 30th day of December A.D. 19 64  
 Signed, Sealed and Delivered in Presence of \_\_\_\_\_  
 \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.)

STATE OF MICHIGAN  
 County of Wayne  
 On this 30th day of December A.D. 19 64 before me personally  
 appeared ADELAIDE HANSON  
 to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed  
 My Commission expires 7-15-67 A.D. 19 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

City Treasurer's Certificate  
 3394  
 5850  
 DRAFTED BY: Armand D. Kuntz  
 1330 Dime Building  
 Detroit, Michigan

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1880

MAKE YOUR REASTERS

RECORDED RIGHT-OF-WAY NO. 26576  
 FEB 18 1965  
 135  
 329



Date Nov 10, 1970

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, we hereby grant to THE DETROIT EDISON COMPANY its successors and assigns, the right to construct, reconstruct, operate and maintain its overhead and underground lines for the transmission and distribution of electricity and Company communication facilities, including the necessary towers, poles, H-frames, conduits, cables, manholes, fixtures, wires and equipment, upon, over, along and under a strip of land 90 feet in width and being a part of lands situated in the Township of Milford County of Oakland, State of Michigan, and described as follows:

**That part of the Northeast 1/4 of Section 25, T 2 N, R 7 E, lying Easterly of the Pere Marquette Railroad, excepting right of way granted to Michigan Consolidated Gas Company as recorded in Liber 3390, Page 112, Oakland County Records.**

The exact location and description of said easement shall be determined to be 45 feet on each side of a center line to be established by a survey of said land to be made by the grantee on or before the 10 day of Feb, 1971. The location and route of the lines, conduits and related facilities as herein stated shall be within the width of the easement as finally determined. A description of said center line, as established by the survey, shall be recorded in the office of the Register of Deeds and thereafter, except for the right of ingress and egress and the right granted under Paragraph 3, the rights hereby granted shall apply only to that portion of the land herein described over which the easement as finally determined extends. The right to enter upon said lands for the purpose of making such survey is hereby granted.

1. It is further understood and agreed that the Company, its successors and assigns, shall also have the right to clear and keep clear of trees the land within said easement, and no buildings or structures shall be erected on or placed within the easement without the written consent of the Company, its successors and assigns.
2. The Company, and its successors and assigns, shall have the right of ingress and egress to and from said easement over my lands adjoining said easement for the purpose of exercising the right hereby granted.
3. The Company shall have the further right to keep the land thirty feet on each side of the easement as finally determined clear of those trees which in its judgment are or may become hazardous to the operation of the line constructed in the easement.
4. The Company, or its successors and assigns, shall reimburse the undersigned, or my successors and assigns, for all damage to growing crops, buildings or fences caused by its men, trucks and other vehicles and equipment in entering said property for the purposes herein set forth.

Witness: James A. Robertson  
Robert M. Boss  
Lester S. Bowden  
Donna M. Wurster  
Emily A. Robertson  
 (Accepted) THE DETROIT EDISON COMPANY

By: R. Q. DUKE, DIRECTOR  
 Properties and Rights of Way Dept.  
 STATE OF MICHIGAN  
 County of OAKLAND

(Signed) Constance DeCary  
 Constance DeCary, Land Contract Purchaser  
Forrest S. Hubbel  
 Forrest S. Hubbel, Land Contract Purchaser  
Duane K. Greenlee  
 Duane K. Greenlee, Land Contract Purchaser  
Minnie Greenlee  
 Minnie Greenlee, Land Contract Purchaser  
Rita Hanson DePottier  
 Rita Hanson DePottier, as Trustee  
John M. Robertson  
 John M. Robertson, as Trustee under a certain Trust Instrument dated October 5, 1964, with Adelaide M. Hanson, Settlor, designated as Daughter's Trust, Liber 4691, A.D. 1970, before me, the undersigned, a notary Public, Page 329

1971 FEB 1 12 57

OAKLAND COUNTY MICHIGAN REGISTER

OF MAY NO. 81540 1235

On this 10th day of Nov, 1970, public in and for said county, personally appeared Constance DeCary known to me to be the person who executed the foregoing instrument, and acknowledged the same to be Her free act and deed

Robert M. Boss  
 Robert M. Boss  
 Notary Public, Wayne County, Michigan

My commission expires Nov 20, 1970

PREPARED BY:  
 LESH G. S. WILSON  
 2000 SEC. D AVE.  
 DETROIT, MICH. 48226

RETURN TO: James C. Wetzel  
 2000 Second Avenue - Rm. 226  
 Detroit, Michigan 48226

STATE OF MICHIGAN

County of OAKLAND } s s

On this 17<sup>th</sup> day of November A.D. 19 70, before me, the undersigned,

a notary public in and for said county, personally appeared DUANE K. Greenlee AND Minnie  
Gilchrist, His wife AND Forrest S. Hubbel, A married man

known to me to be the person S named in and who executed the foregoing instrument as grantor THEY and acknowledged the same to be  
THEIR free act and deed.

My commission expires 11/2/1974

Lester S. Bowden  
Lester S. Bowden  
Notary Public WAYNE County, Michigan.

STATE OF MICHIGAN

County of OAKLAND } s s

On this 18<sup>th</sup> day of November A.D. 19 70, before me, the undersigned,

a notary public in and for said county, personally appeared RITA HANSON Dr. Pottel, TRUSTEE  
under a certain Trust Instrument dated October 5, 1964, with Adelaide M. Hanson, Settlor,  
designated as Daughter's Trust, Liber 4691, Page 329.

known to me to be the person HER named in and who executed the foregoing instrument as grantor HER and acknowledged the same to be  
HER free act and deed.

My commission expires Nov 20, 1970

Robert M. Boss  
Robert M. Boss  
Notary Public Wayne County, Michigan

STATE OF MICHIGAN

County of Oakland } s s

On this 11<sup>th</sup> day of December AD 19 70, before me, the undersigned,

a notary public in and for said county, personally appeared John M. Robertson  
TRUSTEE, under a certain Trust Instrument dated October 5, 1964, with Adelaide M. Hanson,  
Settlor, designated as Daughter's Trust, Liber 4691, Page 329.

known to me to be the person HE named in and who executed the foregoing instrument as grantor HE and acknowledged the same to be  
HE free act and deed.

My commission expires Nov 14, 1974

Robert M. Boss  
Robert M. Boss  
Notary Public Wayne County, Michigan.

Properties and Rights of Way Department

December 28, 1970

MEMORANDUM TO:

MR. J. C. WETZEL, Director  
Law Department  
226 General Offices

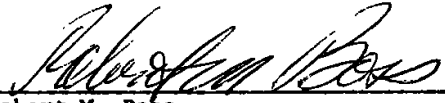
Attention: Mr. Stephen A. McNamee

Will you please approve the following high voltage transmission permit:

Milford Township, Oakland County

Constance DeCary, Land Contract Purchaser  
Forrest S. Hubbel, Land Contract Purchaser  
Duane K. Greenlee, Land Contract Purchaser  
Minnie Greenlee, Land Contract Purchaser  
Rita Hanson DePoter, as Trustee  
John M. Robertson, as Trustee under a  
certain Trust Instrument dated October 5,  
1964, with Adelaide M. Hanson, Settlor,  
designated as Daughter's Trust, Liber 4691,  
Page 329 (Parcel No. 18)

After this permit has been approved, will you please return it to this office.

  
\_\_\_\_\_  
Robert M. Boss  
Real Estate Representative

RMB/mms  
Attachment

RECEIVED ABOVE DOCUMENT FOR APPROVAL ON Jan. 4, 1970.

PER: S. Kromath  
Law Dept.

RECORDED RIGHT OF WAY NO. 26540-1935

AFFIDAVIT

STATE OF MICHIGAN }  
COUNTY OF WAYNE } SS.

Joseph Siergiej, of 2000 Second Avenue

Detroit, Michigan, being duly sworn deposes and says:

THAT, he is a surveyor duly registered under the laws of the State of Michigan.  
Constance DeCary, Forrest S. Hubbel, Duane K. Greenlee and  
Minnie Greenlee, his wife and Rita Hanson DePotter,

THAT Trustee and John M. Robertson, Trustee granted an easement to The  
Detroit Edison Company dated the 10th day of November, 1970. Said easement is recorded in the office of the  
Register of Deeds of Oakland County, Michigan on the 1st day of February, 1971 in Liber  
5614, page 369.

Deponent further states that on behalf of The Detroit Edison Company, the center line of said easement, as in said grant provided,  
was surveyed and established on the 30th day of September, 1970. The center line of said easement, as established  
and surveyed, is as follows: A line running in a northerly and southerly direction across the  
Northeast 1/4 of Section 25, Town 2 North, Range 7 East from a point on the North  
Line of Section 25 (Buno Road), 1965.4 feet westerly from the Northeast Corner of  
Section 25, thence southerly along a line making a southeasterly angle of 71°19'15"  
with the last described line 1771.0 feet to a point of deflection, thence deflecting  
to the right 19°33'30" to a point on the East and West 1/4 line of Section 25, a  
distance of 1283.6 feet easterly from the center of said Section, Milford Township,  
Oakland County.

Further Deponent sayeth not.

Joseph Siergiej (L.S.)  
Registered Surveyor  
Joseph Siergiej

Subscribed and sworn to before me this 22nd  
day of February, A.D. 1971  
Robert M. Boss  
Robert M. Boss  
Notary Public, Wayne County, Michigan  
My commission expires: NOV. 11, 1974

RECORDED  
OAKLAND COUNTY MICHIGAN  
REGISTER OF DEEDS RECORDS  
1971 MAR 8 AM 11 42  
LYNN D. ALLEN  
CLERK REGISTER OF DEEDS

Return to: James C. Wetzel  
2000 Second Avenue  
Detroit, Michigan 48226

Prepared by: Robert M. Boss  
2000 Second Avenue  
Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 216540735

2 10

7/1/70

AFFIDAVIT

STATE OF MICHIGAN }  
COUNTY OF WAYNE } SS.

Joseph Siergiej \_\_\_\_\_, of 2000 Second Avenue \_\_\_\_\_,

Detroit, Michigan, being duly sworn deposes and says:

THAT, he is a surveyor duly registered under the laws of the State of Michigan.  
Constance DeCary, Forrest S. Hubbel, Duane K. Greenlee and  
Minnie Greenlee, his wife and Rita Hanson DePotter,  
THAT Trustee and John M. Robertson, Trustee \_\_\_\_\_ granted an easement to The  
Detroit Edison Company dated the 11th day of September, 19 69. Said easement is recorded in the office of the  
Register of Deeds of Oakland County, Michigan on the 20th day of November, 19 69 in Liber  
5443 \_\_\_\_\_, page 93 \_\_\_\_\_.

Deponent further states that on behalf of The Detroit Edison Company, the center line of said easement, as in said grant provided,  
was surveyed and established on the 8th day of November, 19 69. The center line of said easement, as established  
and surveyed, is as follows:

A line running in a northerly and southerly direction across the Northeast 1/4 of  
Section 25, Town 2 North, Range 7 East, from a point on the North line of Section  
25, (Buno Road) 1282.5 feet easterly from the North 1/4 Corner of Section 25, to  
a point on the East and West 1/4 line of Section 25, 1283.6 feet easterly from  
the Center Corner of said Section 25, Milford Township, Oakland County (Parcel #18)

Further Deponent sayeth not.

Joseph Siergiej \_\_\_\_\_ (L.S.)  
Registered Surveyor  
Joseph Siergiej

Subscribed and sworn to before me this 24th

day of February \_\_\_\_\_, A.D. 19 70

Thomas E. Blondell  
Thomas E. Blondell

Notary Public, \_\_\_\_\_ Wayne \_\_\_\_\_ County, Michigan

My commission expires: April 5, 1970

1970 FEB 24 4 17 PM '70  
NOTARY PUBLIC  
THOMAS E. BLONDELL  
4546 2335

~~EXHIBIT~~ TO: James C. Wetzel  
2000 Second Avenue - Rm. 226  
Detroit, Michigan 48226

PREPARED BY:  
LESLIE G. SUNDSTROM  
2000 SECOND AVE.  
DETROIT, MICH. 48226

2-1  
25

Date Sept. 11, 1969

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, we hereby grant to THE DETROIT EDISON COMPANY its successors and assigns, the right to construct, reconstruct, operate and maintain its overhead and underground lines for the transmission and distribution of electricity and Company communication facilities, including the necessary towers, poles, H-frames, conduits, cables, manholes, fixtures, wires and equipment, upon, over, along and under a strip of land 90 feet in width and being a part of lands situated in Milford Township County of Oakland, State of Michigan, and described as follows:

That part of the Northeast 1/4 of Section 25, T 2 N, R 7 E, lying Easterly of the Pere Marquette Railroad, excepting right of way granted to Michigan Consolidated Gas Company as recorded in Liber 3390, Page 112, Oakland County Records.

The exact location and description of said easement shall be determined to be 45 feet on each side of a center line to be established by a survey of said land to be made by the grantee on or before the 11 day of Dec, 1969. The location and route of the lines, conduits and related facilities as herein stated shall be within the width of the easement as finally determined. A description of said center line, as established by the survey, shall be recorded in the office of the Register of Deeds and thereafter, except for the right of ingress and egress and the right granted under Paragraph 3, the rights hereby granted shall apply only to that portion of the land herein described over which the easement as finally determined extends. The right to enter upon said lands for the purpose of making such survey is hereby granted.

1. It is further understood and agreed that the Company, its successors and assigns, shall also have the right to clear and keep clear of trees the land within said easement, and no buildings or structures shall be erected on or placed within the easement without the written consent of the Company, its successors and assigns.
2. The Company, and its successors and assigns, shall have the right of ingress and egress to and from said easement over my lands adjoining said easement for the purpose of exercising the right hereby granted.
3. The Company shall have the further right to keep the land thirty feet on each side of the easement as finally determined clear of those trees which in its judgment are or may become hazardous to the operation of the line constructed in the easement.
4. The Company, or its successors and assigns, shall reimburse the undersigned, or my successors and assigns, for all damage to growing crops, buildings or fences caused by its men, trucks and other vehicles and equipment in entering said property for the purposes herein set forth.

Witness Emily A. Robertson  
Emily A. Robertson  
Robert M. Boss  
Cheryl L. Lewis  
Shirley B. Sova  
John DePotter  
 (Accepted) THE DETROIT EDISON COMPANY  
 By R. Q. Duke  
 R. Q. DUKE, Director  
 Properties and Rights of Way Dept.

(Signed) Constance DeCary  
Constance DeCary  
Forrest S. Hubbel  
Forrest S. Hubbel  
Duane K. Greenlee  
Duane K. Greenlee  
Minnie Greenlee  
Minnie Greenlee  
Rita Hanson DePotter  
Rita Hanson DePotter, Trustee  
John M. Robertson  
John M. Robertson, as Trustees under a certain Trust Instrument dated October 5, 1964, with Adelaide M. Hanson, Settlor, designated as Daughter's Trust, Liber 4691, A.D. 1961, before me, the undersigned, a Notary Public in and for said county, personally appeared CONSTANCE DE CARY, Oakland County

STATE OF MICHIGAN }  
 County of OAKLAND } SS  
 On this 11 day of Sept, A.D. 1969, before me, the undersigned, a Notary Public in and for said county, personally appeared CONSTANCE DE CARY, Oakland County known to me to be the person who executed the foregoing instrument, and acknowledged the same to be her free act and deed.

Robert M. Boss  
 ROBERT M. BOSS  
 Notary Public, W. Payne County, Michigan

My commission expires Nov. 20, 1970

RETURN TO: James G. Wetzel  
 2000 Second Avenue = Rm. 226  
 Detroit, Michigan 48226

PREPARED BY:  
 LESLIE G. SUNDRAM  
 2000 SECOND AVE.  
 DETROIT, MICH. 48226

OK  
P.S.C.  
10-29-69

RECORDED RIGHT OF WAY NO. 26544-1-145

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF Oakland )

On this 9th day of October A.D. 1969, before the under-  
signed, a Notary Public in and for said County, personally appeared  
Duane K. Greenlee, Minnie Greenlee, his wife, and Forrest S. Hubbel, a  
married man

known to me to be the person S who executed the foregoing instrument and acknowledged the same to be their  
their free act and deed.

Shirley B. Siva  
Shirley B. Siva  
Notary Public, Oakland County, Michigan

My Commission Expires: 10-3-70

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF Wayne )

On this 17th day of Oct. A.D. 1969, before the under-  
signed, a Notary Public in and for said County, personally appeared  
John M. Robertson, Trustee

known to me to be the person \_\_\_\_\_ who executed the foregoing instrument and acknowledged the same to be HIS  
\_\_\_\_\_ free act and deed.

Robert M. Boss  
Robert M. Boss  
Notary Public, Wayne County, Michigan

My Commission Expires: Nov. 20, 1970  
*returned by the purchaser.*

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

On this 14th day of OCT A.D. 1969, before the under-  
signed, a Notary Public in and for said County, personally appeared RITA HANSON

De Potter, Trustee  
known to me to be the person \_\_\_\_\_ who executed the foregoing instrument and acknowledged the same to be HIS  
free act and deed.

Robert M. Boss  
Robert M. Boss  
Notary Public, Wayne County, Michigan

My Commission Expires: Nov. 20, 1970

Dated Sept. 19, 1969

THE UNDERSIGNED, on the date hereof granted to THE DETROIT EDISON COMPANY, its successors and assigns, a right of way over land in the Township of Milford, County of Oakland and State of Michigan, described as follows:

That part of the Northeast 1/4 of Section 25, T 2 N, R 7 E, lying Easterly of the Pere Marquette Railroad, excepting right of way granted to Michigan Consolidated Gas Company as recorded in Liber 3390, Page 112, Oakland County Records.

In the event of the construction of its lines in said right of way, it is understood and agreed that THE DETROIT EDISON COMPANY, its successors and assigns, shall be obligated to pay to the undersigned the sum of Seven thousand, Eight hundred and eighty seven Dollars as payment in full for said right of way. Payment of the sum herein stated shall be made before actual line construction is commenced in said right of way.

The right to receive the sum herein stated shall be personal to the undersigned grantors of said right of way and shall not pass with a conveyance of the premises which are subject to the right of way herein referred to. The right to receive said sum shall not pass from the undersigned except after an assignment of the right to receive said sum has been made and actual notice of said assignment has been received by THE DETROIT EDISON COMPANY in writing.

(signed)

Constance DeGory  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ACCEPTED)

THE DETROIT EDISON COMPANY  
By \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 56546 7/2/69



# Lawyers Title Insurance Corporation

Pontiac, Michigan  
Apr. 7, 1969  
Re: Order No. P-884280-35

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

*Wilson A. King*  
*D. M. B. King*

Gentlemen:

~~From an examination only of the records of the Register of Deeds Office, Oakland County, Michigan, covering property described as follows: L-351 That part of NE 1/4 Section 25, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan, lying E. My of Pere Marquette Railroad, Excepting Right of Way granted to Michigan Consolidated Gas Company as recorded in Liber 3390, Page 112, Oakland County Records.~~

It appears that the names of the last deed holders in the regular chain of title are as follows:

*Insurance Deed*

Rita Hanson DePotter and John M. Robertson, as Trustees under a certain Trust Instrument dated Oct. 5, 1964, with Adelaide M. Hanson Settlor, designated as Daughter's Trust, 15981 Lauderdale, Birmingham, Michigan, by Warranty Deed, dated Dec. 30, 1964, recorded Feb. 18, 1965 in Liber 4691, Page 329.  
No Encumbrances.

Reservation:

Right of Way Agreement, dated July 30, 1955, recorded Aug. 23, 1955, Liber 3390, Page 112, From Edward F. Sieloff and Ruth E. Sieloff, his wife to Michigan Consolidated Gas Company, a Michigan corporation, 415 Clifford Street, Detroit 26, Michigan.

Under this form of search, this Company is not an insurer of the above title nor does it guarantee the title or any evidence of title thereto.

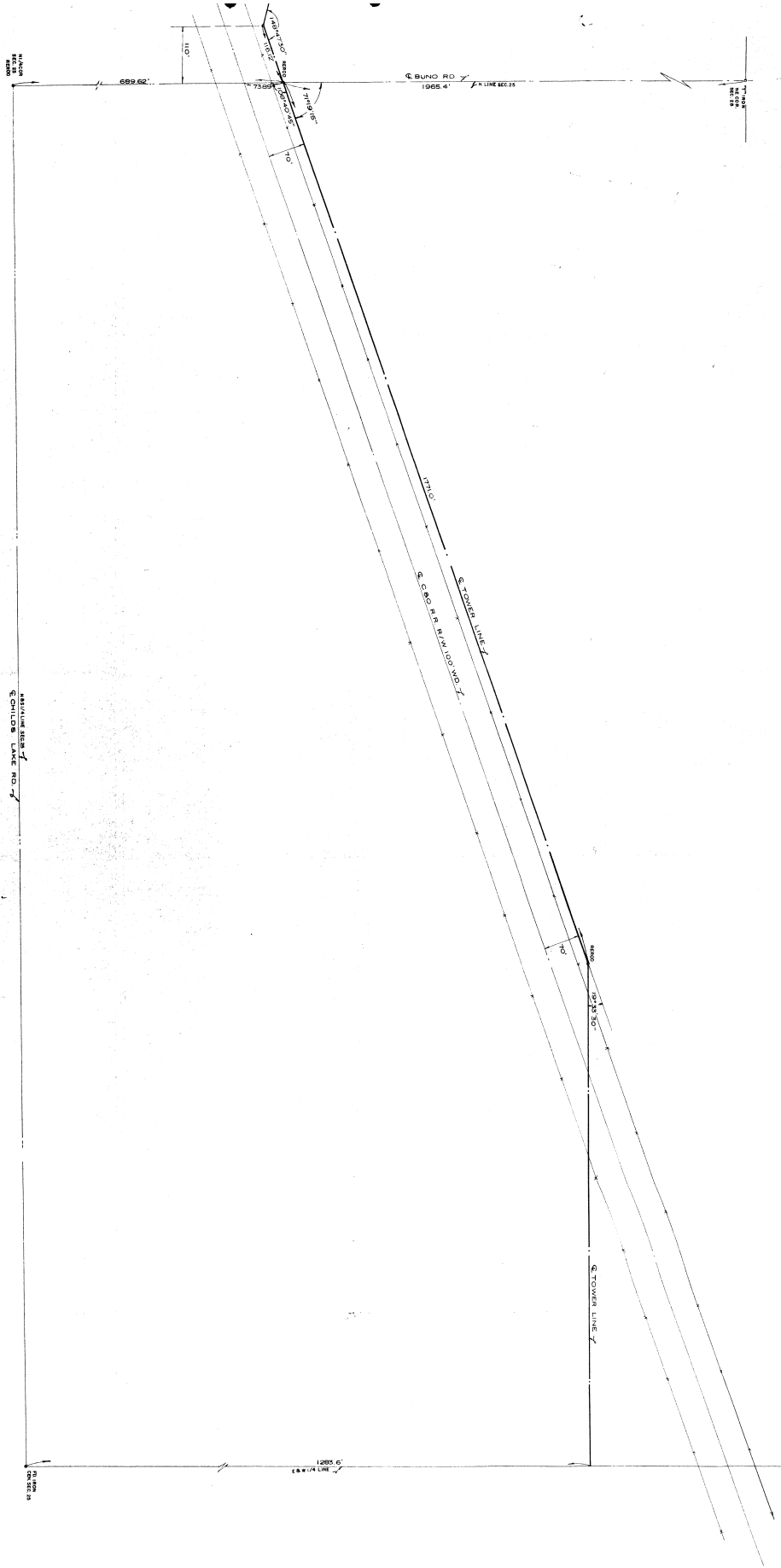
Search made to Apr. 2, 1969 at 7 A.M.

Yours respectfully,  
LAWYERS TITLE INSURANCE CORPORATION

BY *Maureen Vick*  
Authorized Official

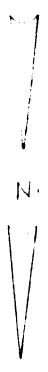
*MRS. C. DECHAY*  
*BUYING ON CONTRACT.*  
*ALVIN G. HOONER*  
*& HUBBELL. They*  
*ON CONTRACT F. HOONER*  
*DE POTTER*

*RECORDED IN LIBER NO. 4691 PAGE 329*



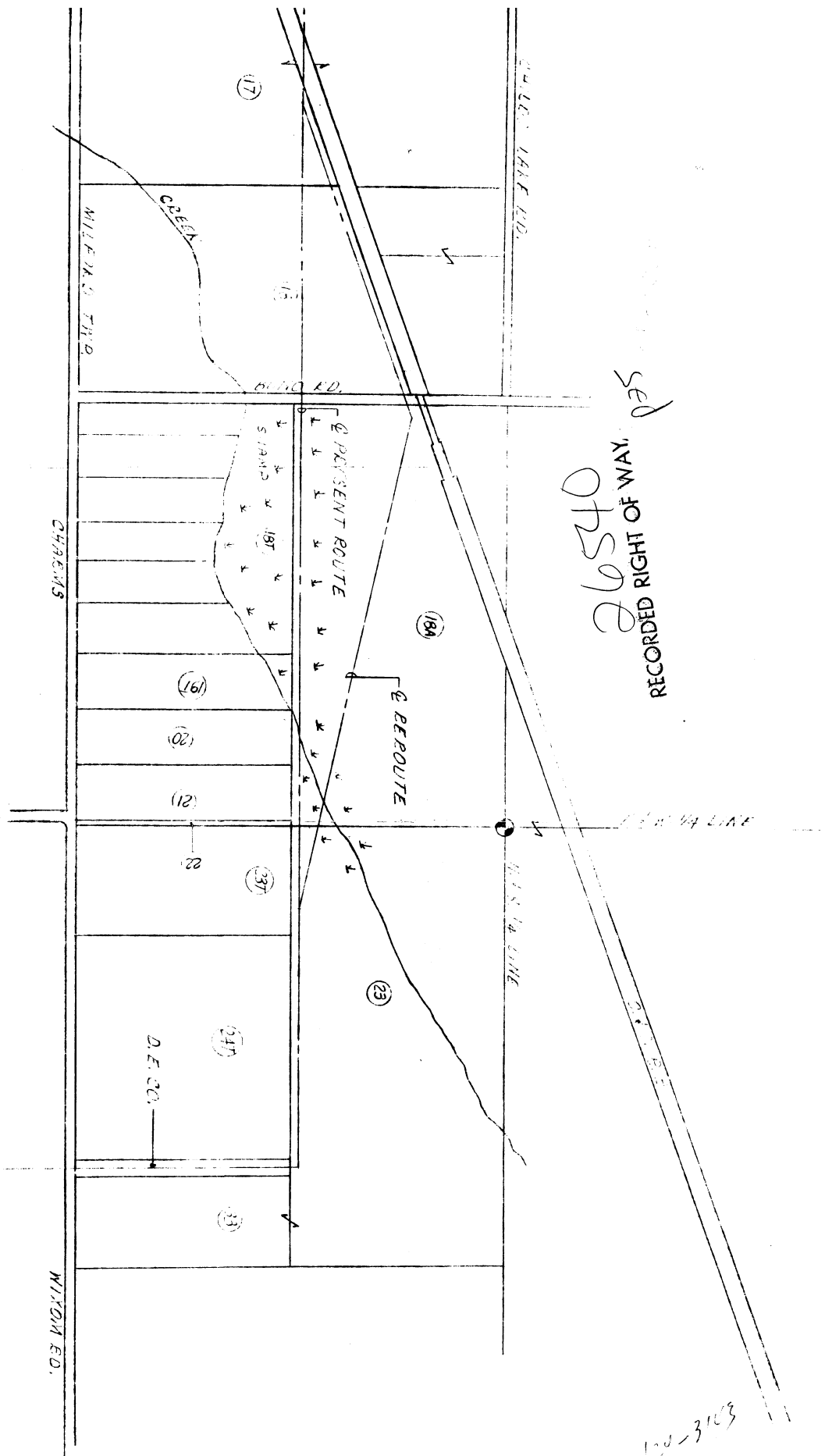
R26540p25

OWNER		DATE	BY	REVISION	DATE	BY	REVISION	DATE	BY	REVISION	
PROJECT NAME		PROJECT NUMBER		PROJECT ADDRESS		PROJECT CITY/STATE		PROJECT COUNTY		PROJECT ZIP	
SCHULDS LAKE		1109-25		SCHULDS LAKE		SCHULDS LAKE		SCHULDS LAKE		SCHULDS LAKE	
DRAWN BY		CHECKED BY		DATE		SCALE		UNIT		TYPED BY	
A. E. AUGUSTE		A. E. AUGUSTE		10-5-70		AS SHOWN		AS SHOWN		A. E. AUGUSTE	
SURVEY FOR 38852, 38770 TYPED, EASEMENT SUBJECT PART OF THE NE/4 SECTION 25 T37N, R12E, S10000 TWP, SCHULDS CO											
LOCATION		PROJECT ADDRESS		PROJECT CITY/STATE		PROJECT COUNTY		PROJECT ZIP		PROJECT NOTES	
1109-25		SCHULDS LAKE		SCHULDS LAKE		SCHULDS LAKE		SCHULDS LAKE		FOR ADJUTANT GENERAL'S OFFICE	
DRAWN BY		CHECKED BY		DATE		SCALE		UNIT		TYPED BY	
A. E. AUGUSTE		A. E. AUGUSTE		10-5-70		AS SHOWN		AS SHOWN		A. E. AUGUSTE	
PROJECT NAME		PROJECT NUMBER		PROJECT ADDRESS		PROJECT CITY/STATE		PROJECT COUNTY		PROJECT ZIP	
SCHULDS LAKE		1109-25		SCHULDS LAKE		SCHULDS LAKE		SCHULDS LAKE		SCHULDS LAKE	
DRAWN BY		CHECKED BY		DATE		SCALE		UNIT		TYPED BY	
A. E. AUGUSTE		A. E. AUGUSTE		10-5-70		AS SHOWN		AS SHOWN		A. E. AUGUSTE	



2650  
075072  
RECORDED RIGHT OF WAY  
sed

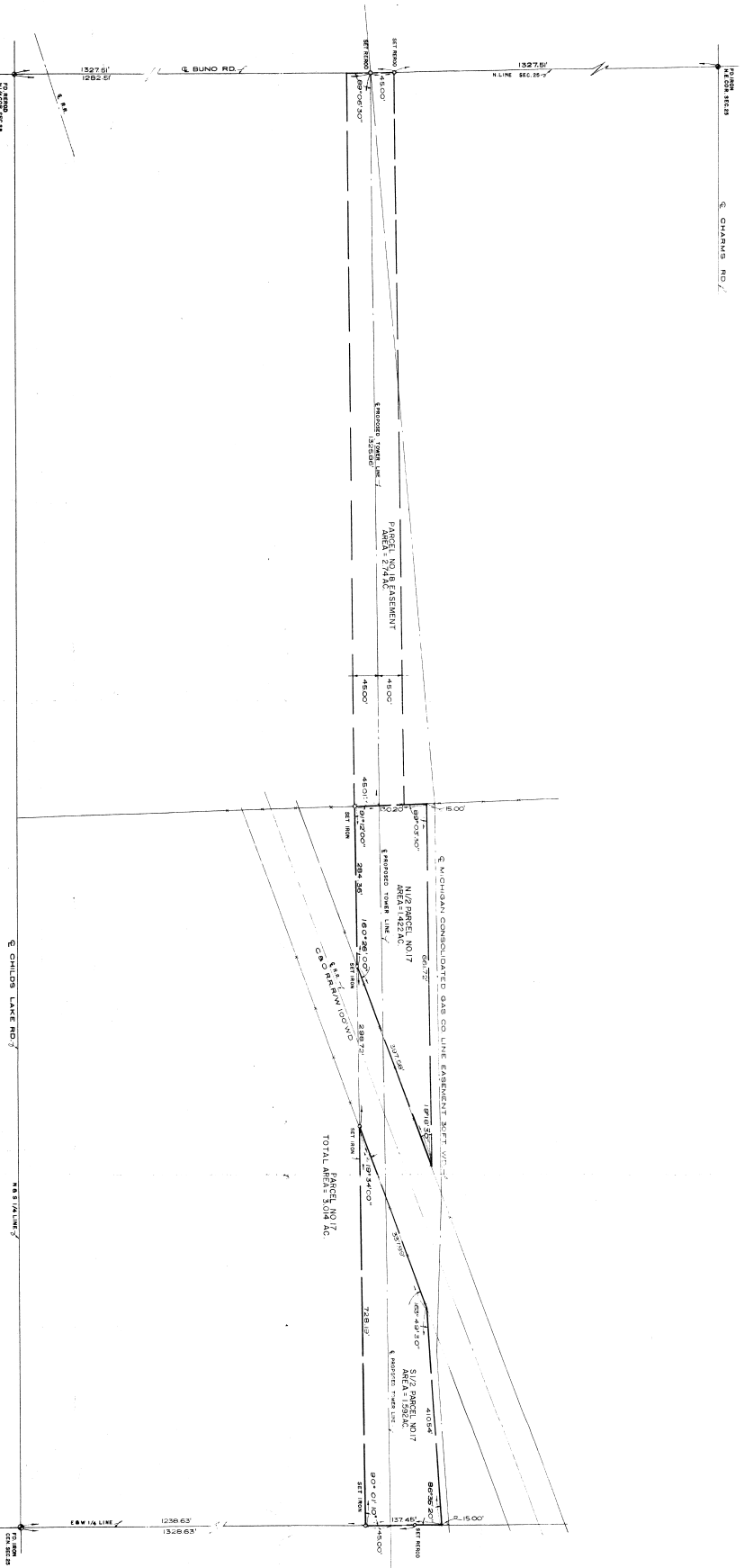
120-3103



WILSON-PLACID LINE REROUTE THE SWAMP NORTH OF BUNDO RD., MILFORD TWP.	
APPROVED 	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT DRAWN BY J. WRIGHT
DATE 9-14-70 SCALE 1"=600'	DRAWING NUMBER ED2-7253

SEE FORM NO. 4 12-67

N



R26540225

NO.	DESCRIPTION	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY
A	ASSEMBLY	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS
A	ASSEMBLY	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS	12-3-89	J. ROSS

NO.	DESCRIPTION	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY
J	ASSEMBLY	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS

NO.	DESCRIPTION	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY
J	ASSEMBLY	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS

NO.	DESCRIPTION	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY
J	ASSEMBLY	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS

NO.	DESCRIPTION	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY
J	ASSEMBLY	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS	10-7-89	J. ROSS

October 19, 1970

Mrs. Constance DeCary  
3871 Wedgewood  
Birmingham, Michigan 48010

Dear Mrs. DeCary:

Due to engineering problems resulting from the swampy land north of Buno Road, it will be necessary to revise the route of Edison's Wixom-Placid Line.

Because of this revision, there will be no need for the easement granted by you on September 11, 1969, over lands situated in the Township of Milford, Oakland County, Michigan, described as follows:

That part of the Northeast 1/4 of Section 25, T 2 N, R 7 E, lying easterly of the Pere Marquette Railroad, excepting right of way granted to Michigan Consolidated Gas Company as recorded in Liber 3390, Page 112, Oakland County Records.

Edison is now in the process of releasing the above mentioned easement which is recorded in Liber 5443, pages 93 and 94, with the understanding that a new 65-foot easement will be granted across your property adjacent to the easterly edge of the C & O Railroad right-of-way, plus the right to cut trees in a 30-foot strip adjacent to the easterly edge of the last described easement.

Although the release will not be final for at least 90 days, please be advised of our commitment to do so.

The line to be constructed in this new easement will be designed in such a way that adequate conductor clearance will exist over any railroad spur which may be built upon your property.

Very truly yours,

  
R. W. Lundgren

TKB/mla

ACCEPTED BY: Constance DeCary  
Constance DeCary

RECORDED RIGHT OF WAY NO. 26546-2035

MEMORANDUM ORDER  
FOR GENERAL USE  
DE FORM MS 77 12-53

TO 46 1117 AM DATE 10-12-70 TIME \_\_\_\_\_

Would you please cut & remove 2 D. AD Elms  
S.A.P. job with insurance DC Cary - 3871  
Wedgewood, Birmm - 1150 W.O. 35DF671  
COPIES TO Wilson - Photo SIGNED Robert Bross

REPORT \_\_\_\_\_  
DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

TREE PERMIT

DE FORM DL 115 2-63 DATE Sept 30 70 DEPT ORDER NO. \_\_\_\_\_ WORK ORDER \_\_\_\_\_ T T AREA NO. \_\_\_\_\_

Permission is hereby granted The Detroit Edison Company to do the tree work specified below on my/our property in City of Birmingham

County of OKLAHOMA State of Michigan, further described as follows:  
MRS. CONSTANCE DE CARY  
3871 WEDGEWOOD

TREE WORK TO BE DONE ON THESE PREMISES:  
CUT & DISPOSE OF 2 DEAD ELMS.

Use work order # 35DF671

DISPOSITION OF WOOD \_\_\_\_\_  
BRUSH \_\_\_\_\_  
CHIPS \_\_\_\_\_

WITNESS \_\_\_\_\_ SIGNED Mrs. Constance De Cary

WITNESS Robert Bross SIGNED \_\_\_\_\_  
DETROIT EDISON CO. REPRESENTATIVE TREE WORK COMPLETED BY \_\_\_\_\_ DATE \_\_\_\_\_

NOTICE: ALL TRIMMING IS GOVERNED BY APPROVED PRINCIPLES OF MODERN ARBORICULTURE AS RECOMMENDED BY THE NATIONAL ARBORISTS ASSOCIATION. WOUNDS RESULTING FROM CUTS OVER 1" INCH IN DIAMETER ARE TREATED WITH AN APPROVED TREE WOUND DRESSING CONTAINING A GROWTH INHIBITOR.

RECORDED RIGHT OF WAY NO. 30540535

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE  
General Engineering Department

September 30, 1970

Memorandum to: T. P. Beagen

Re: Wixom - Placid 120 KV Line  
Right-of-Way, Parcel 18  
Milford Township

A revision in the route of this line is being made to avoid traversing a swampy area north of Buno Road. As a result of this revision, there will be no need for the 90-foot easement originally specified across parcel 18.

In its place, a 65-foot easement will be required across parcel 18 adjacent to the easterly edge of the C.&O. Railroad right-of-way, along with the right to cut interfering trees in a 30-foot strip adjacent to the easterly edge of the above-described easement.

The line to be constructed in this easement will be designed in such a way that adequate conductor clearance will exist over any railroad spur which may be built into the property.

*Jason Howe*  
for John S. Wenger  
Transmission Projects Engineer

JH/cja

cc: R. M. Boss

RECORDED FILED OF FILE NO. 26540-235

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

**R. W. LUNDGREN**  
VICE PRESIDENT

Mrs. Constance DeCary  
3871 Wedgewood  
Birmingham, Michigan 48010

Dear Mrs. DeCary:

Due to engineering problems resulting from the swampy land north of Buno Road, it will be necessary to revise the route of Edison's Wixom-Placid Line.

Because of this revision, there will be no need for the easement granted by you on September 11, 1969, over lands situated in the Township of Milford, Oakland County, Michigan, described as follows:

That part of the Northeast 1/4 of Section 25, T. 2 N., R. 7 E., lying Easterly of the Pere Marquette Railroad, excepting right of way granted to Michigan Consolidated Gas Company as recorded in Liber 3390, Page 112, Oakland County Records.

Edison is now in the process of releasing the above mentioned easement which is recorded in Liber 5443, pages 93 and 94. Although the release will not be final for at least 90 days, please be advised of our commitment to do so.

The revised route of the line will require a new 65 foot easement across your property adjacent to the easterly edge of the C & O Railroad right-of-way, plus the right to cut trees in a 30 foot strip adjacent to the easterly edge of the last described easement.

The line to be constructed in this new easement will be designed in such a way that adequate conductor clearance will exist over any railroad spur which may be built upon your property.

Very truly yours,

TPB/lhd

RECORDED RIGHT OF WAY NO. 86546-7-85

You live better . . . electrically



# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

November , 1970

Mrs. Constance DeCary  
3871 Wedgewood  
Birmingham, Michigan 48010

Dear Mrs. DeCary:

Due to engineering problems resulting from the swampy land north of Buno Road, it will be necessary to revise the route of Edison's Wixom-Placid Line.

Because of this revision, there will be no need for the easement granted by you on September 11, 1969, over lands situated in the Township of Milford, Oakland County, Michigan, described as follows:

That part of the Northeast 1/4 of Section 25, T 2 N, R 7 E, lying easterly of the Pere Marquette Railroad, excepting right of way granted to Michigan Consolidated Gas Company as recorded in Liber 3390, Page 112, Oakland County Records.

Edison is now in the process of releasing the above mentioned easement which is recorded in Liber 5443, pages 93 and 94, with the understanding that a new 65-foot easement will be granted across your property adjacent to the easterly edge of the C & O Railroad right-of-way, plus the right to cut trees in a 30-foot strip adjacent to the easterly edge of the last described easement.

Although the release will not be final for at least 90 days, please be advised of our commitment to do so.

The line to be constructed in this new easement will be designed in such a way that adequate conductor clearance will exist over any railroad spur which may be built upon your property.

Very truly yours,

  
R. W. Lundgren

TEB/mlid

RECORDED RIGHT OF WAY NO. 310540-1235