

**Right of Way Agreement**

85135551

OCTOBER 29, 19 85

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 hereinafter referred to as "EDISON", the easements and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the City of Rochester Hills, Oakland County, Michigan, and more particularly described on the attached Appendix "A", with the full right to EDISON of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

3-11/6

Said easements shall be ten (10) feet in width unless otherwise indicated and their route is described as follows:

As shown on Appendix "B"

RECORDED

In order to provide for the proper maintenance and protection of EDISON, the undersigned covenant and agree that:

2 #

1. The easements will be graded to within four (4) inches of final grade before EDISON lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground EDISON equipment.

2. No buildings or structures other than EDISONS' equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easements without approval of EDISON.

3. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. EDISON shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with EDISONS' maintenance of their equipment.

4. If the lines of facilities of EDISON are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by EDISON at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

RECORDED RIGHT OF WAY NO. 35817

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date:

Witnesses:

Grantors:

Charles A. Gallager  
Kenneth B. Thompson

Dominic Mocerì  
Frances Mocerì, his wife

11/85

*[Signature]*

Prepared By: Omer V. Racine  
The Detroit Edison Company  
30400 Telegraph Rd., 264 ODHq.  
Birmingham, Michigan 48010

Address: 13013 Mocerì Drive  
Grand Blanc, Michigan 48439

APPENDIX "B"

Proposed

Thornridge Sub., part of the S. 1/2 of Section 6, T.3N, R. 11 E., City of Rochester Hills, Oakland County, Michigan, beginning at a point being the E. 1/4 Corner of said Section 6; thence S. 00°12'52" E. 342.19 feet along the East line of said Section 6, said line also being the centerline of Adams Road 120 feet wide; thence S. 87°52'44" W. 260.14 feet; thence S 89°47'08" W. 60.00 feet; thence 65.70 feet along the arc of a curve to the left, radius 260.00 feet, central angle 14°28'39", chord length 65.52 feet and a chord bearing S. 07°27'11" E., thence S 89°47'08" W. 132.00 feet; thence S 08°39'20" E. 161.75 feet; thence S 00°12'52" E 80.00 feet; thence S 15°27'25" W. 110.28 feet; thence S 40°21'30" E. 185.16 feet; thence S 87°49'30" W. 1596.81 feet; thence S 03°35'25" E. 235.47 feet; thence S 86°24'35" W 747.09 feet along the North line of Bridgewood Farms as recorded in Liber 167 Pages 26-27 of plats Oakland County Records; thence N. 03°35'25" W. 240.00 feet; thence N 12°43'55" W. 80.00 feet; thence N. 84°17'13" W. 130.00 feet; thence N. 03°35'25" W. 36.51 feet; thence 14.00 feet along an arc of a curve to the right, radius 250.00 feet, central angle 03°12'31", chord length 14.00 feet and a chord bearing of N. 01°59'09" W.; thence N. 89°37'06" E. 129.33 feet; thence N. 17°04'22" E. 159.61 feet; thence S. 77°08'00" E. 12.96 feet; thence N. 04°38'57" W. 618.41 feet; thence the following two courses along the East-West 1/4 line of said Section 6, said line being in part the Southerly line of Oxford Estates as recorded in Liber 162, Pages 30-32 of plats Oakland County Records N. 87°51'05" E. 40.04 feet to the Center of said Section 6 and N. 87°52'44" E. 2641.46 feet to the point of beginning.

Pard of Sidwell (#15-06-280-001) 15-06-300-009 - SW & SE 1/4  
-400-001 - SE 1/4

Acknowledgement

State of Michigan) ss  
County of Macomb)

Personally came before me this 29<sup>th</sup> day of October, 1985, Dominic Mocerri and Frances Mocerri his wife to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

MARIANNE SWANSON

My commission expires: Notary Public, Macomb County, Mich.  
My Commission Expires April 23, 1987  
Notary Public

Marianne Swanson  
Macomb County, Michigan

RECORDED RIGHT OF WAY NO. 35817

DECO2  
J. D. ...  
THE DETROIT ...  
30400 TELEGRAPH ...  
BIRMINGHAM, MICHIGAN 48012

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

TO Records Center AVON TOWNSHIP DATE 11-25-85 TIME \_\_\_\_\_

Please set up R/W file for: THURNIZIAGG SUBDIVISION PHASE 1  
Being a part of South 1/2 of Section 6, City of Rochester Hills.  
Oakland County, Michigan

COPIES TO \_\_\_\_\_ SIGNED Omer V. Racine  
Omer V. Racine  
272 Oakland Div. Hqtrs.

REPORT \_\_\_\_\_

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

RECORDED  
RIGHT OF  
WAY NO.  
35817

MEMORANDUM ORDER  
FOR GENERAL USE  
DC FORM 642-0000 (4-77) 12-53

TO JAMES STANTON

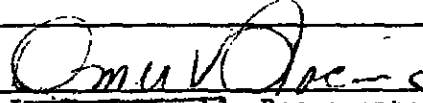
DATE 10-30-85 TIME

Re: Underground Service - THE BRIDGE SUBDIVISION  
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO:

OMER V RACINE

SIGNED

  
~~James McDonald~~, Representative  
Real Estate, Rights of Way & Claims  
272 Oakland Division Headquarters

REPORT

DATE RETURNED

TIME

SIGNED

RECORDED  
RIGHT OF WAY

35817

To (Supervisor, Re & How) <b>JIM McDONALD</b>	Date Re & How Used <b>9-4-85</b>	Date Received <b>9-6-85</b>	DE B.T.C. # <b>DE 85-17</b>
Division <b>OAKLAND</b>	Date <b>9-4-85</b>	Application No.	

We have included the following necessary material and information

**Material:**

- A Proposed Subdivision
  - 1 copy of complete final proposed plat - All pages
- or
- B Other than proposed subdivision (condo apts mobile home park --- other)
  - 1 Property description
  - 2 Site plan
  - 3 title information (deed, title commitment contract with title commitment, or title search)

**A-64763**  
**J. STRATTON**

Note: Do not submit application for URD easements until all above material has been acquired

**Information**

1 Project Name <b>THORN RIDGE SUB., PHASE I</b>	City <b>OAKLAND</b>
City/Township/Village <b>ROCHESTER HILLS</b>	Section # <b>6</b>

Type of Development:

<input type="checkbox"/> Proposed Subdivision	<input type="checkbox"/> Apartment Complex	<input type="checkbox"/> Condominium
<input checked="" type="checkbox"/> Subdivision	<input type="checkbox"/> Mobile Home Park	<input type="checkbox"/> Other

2 Name of Owner  
**DOMINIC MOCERI & FRANCIS MOCERI, HIS WIFE (313-694-4195)**

Address  
**P.O. BOX 487, GRAND BLANC, MI, 48439**

Owner's Representative  
**KEN THOMPSON**

Date Service is wanted  
**10-7-85**

Phone No.  
**879-1850**

Entire Project will be developed at one time

5 Joint easements required — Michigan Bell Telephone

— Consumers Power

**CABLE TELEVISION**

a Name of Other Utilities If Not Michigan Bell Telephone or Consumers Power

**TRIBUNE/UNITED OF OAKLAND COUNTY, INC.**

b Other Utility Engineer Names

**JOHN DANLEKIND**

Address  
**4500 DELEMERE, ROYAL OAK, MI, 48073**

Phone Numbers  
**549-1100**

6 Additional Information or Comments

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Note: Trenching letter  attached  will be submitted later

Service Planner  
**JIM STRATTON**

Signed (Service Planning Supervisor)  
**J. D. ...**

Phone No.  
**625-4153**

Address  
**O.D. ...**

RECORDED RIGHT OF WAY NO. 35817

*fu 2*

# PROPOSED APPENDIX B THORNTRIDGE SUB.

PART OF THE S. 1/2 OF SECTION 6, T.3N., R.11E.,  
OF THE CITY OF ROCHESTER HILLS,  
OAKLAND COUNTY, MICHIGAN

**PLAT LEGEND:**

ALL DIMENSIONS ARE IN FEET. ALL DIMENSIONS ON THE CURVE ARE MEASURED ALONG THE ARC.

(R) DENOTES RADIAL LOT LINE.

ALL LOT MARKERS ARE 3/8" IRON PIPES AND ARE 18" LONG. THE SYMBOL (C) INDICATES A CONCRETE MONUMENT.

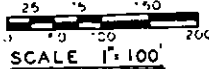
ALL BEARINGS ARE ESTABLISHED IN RELATION TO BRIDGEWOOD FARMS AS RECORDED IN L. 167 P. 26-27 OAKLAND COUNTY RECORDS.

**CURVE DATA.**

Curve	Radius	Arc	Central Angle	Chord Bearing	Chord Length
1	280.00	215.33	44°03'44"	S 65°50'52" W	210.06
2	220.00	69.19	44°03'44"	N 65°50'52" E	65.05
3	220.00	164.47	47°07'00"	S 67°22'30" W	159.87
4	260.00	213.81	47°07'00"	N 67°22'30" E	207.84
5	170.00	108.52	23°31'40"	S 12°26'50" W	107.79
6	310.00	156.02	27°05'17"	N 14°28'38" E	154.57
7	100.00	45.77	52°26'46"	S 50°11'03" W	44.19
8	50.00	32.55	37°08'06"	N 09°22'14" E	31.08
9	50.00	32.55	97°06'27"	N 39°16'24" E	89.45
10	60.00	176.54	68°34'48"	S 07°52'58" E	174.40
11	250.00	19.99	8°20'00"	N 79°54'00" W	79.65
12	310.00	99.19	8°20'00"	S 79°54'00" E	98.77

**RECORDED RIGHT OF WAY NO. 35817**

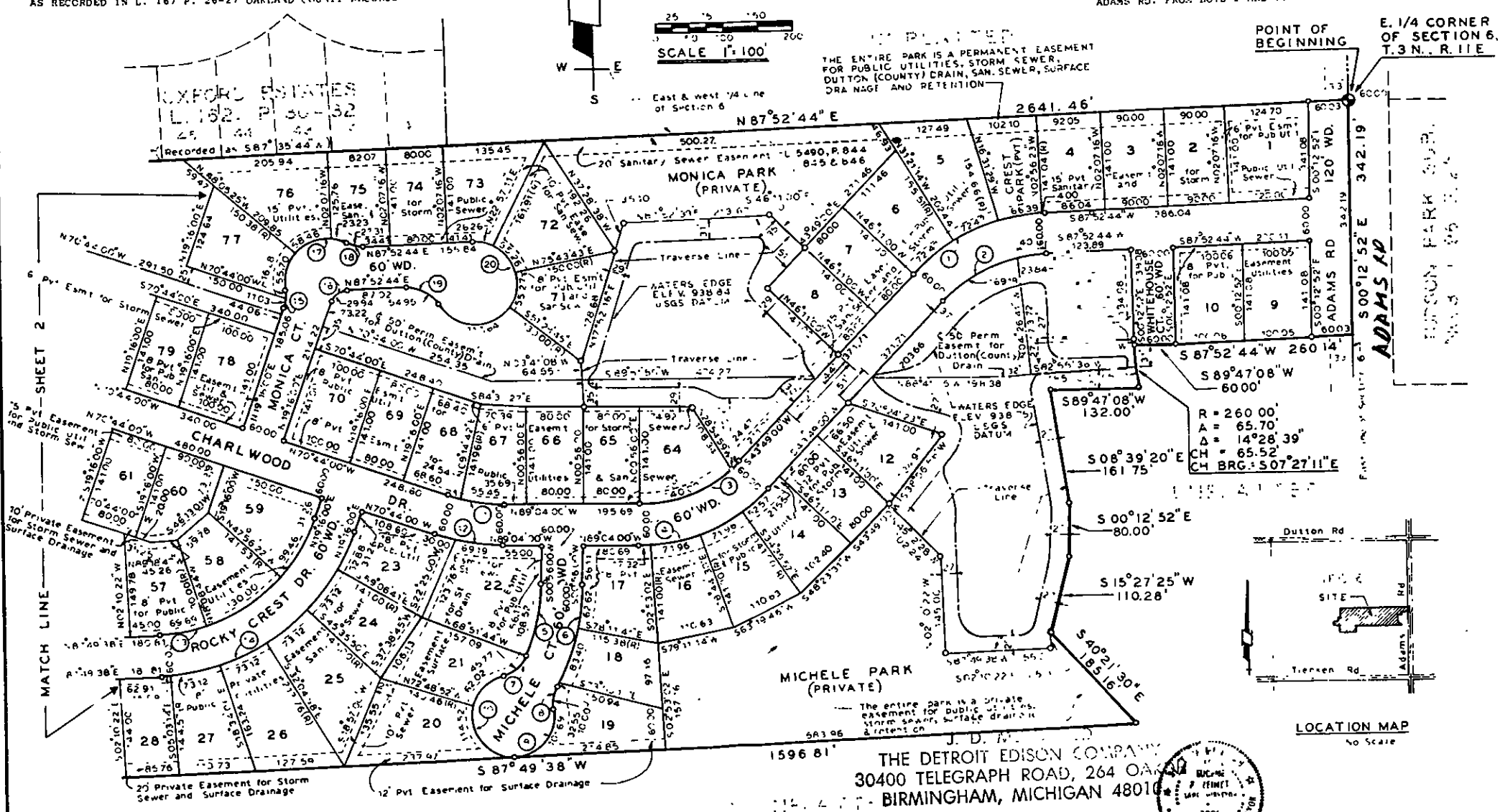
Curve	Radius	Arc	Central Angle	Chord Bearing	Chord Length
3	250.00	299.15	68°33'38"	S 53°32'49" W	281.62
14	310.00	370.95	68°33'38"	N 53°32'49" E	349.21
15	50.00	27.31	31°07'26"	S 03°37'17" W	26.97
6	25.00	29.94	68°36'44"	N 53°34'22" E	28.18
17	60.00	137.39	17°01'36"	S 53°34'22" W	109.24
18	50.00	27.31	31°07'26"	N 76°28'33" W	26.99
19	50.00	54.95	62°57'57"	S 60°38'20" E	77.22
20	60.00	254.43	242°57'52"	N 29°21'40" E	102.34



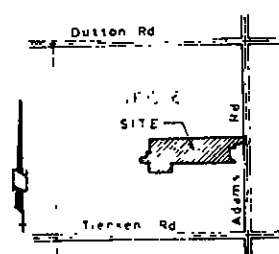
NO DIRECT VEHICULAR ACCESS TO ADAMS RD. FROM LOTS 1 AND 9.

POINT OF BEGINNING  
E. 1/4 CORNER OF SECTION 6, T.3N., R.11E.

THE ENTIRE PARK IS A PERMANENT EASEMENT FOR PUBLIC UTILITIES, STORM SEWER, DUTTON (COUNTY) DRAIN, SAN. SEWER, SURFACE DRAINAGE AND RETENTION.



R = 260.00'  
A = 65.70'  
Δ = 14°28'39"  
CH = 65.52'  
CH BRG: S 07°27'11" E



LOCATION MAP  
No Scale

THE DETROIT EDISON COMPANY  
30400 TELEGRAPH ROAD, 264 OAKLAND  
BIRMINGHAM, MICHIGAN 48010



EUGENE F. ZEIMFT

LIBER 9170 PAGE 700

# THORN RIDGE SUB.

PART OF THE S 1/2 OF SECTION 6, T.3N., R.11E.,  
OF THE CITY OF ROCHESTER HILLS,  
OAKLAND COUNTY, MICHIGAN

RECORDED RIGHT OF WAY NO. 35817

**PLAT LEGEND:**

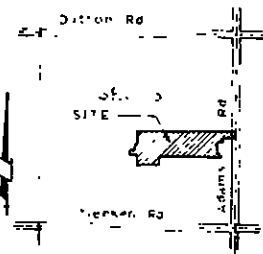
ALL DIMENSIONS ARE IN FEET. ALL CURVES ARE ON THE CURVE ARE MEASURED ALONG THE ARC.

(R) DENOTES RAILROAD LOT LINE.

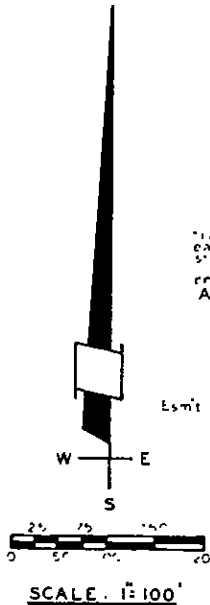
ALL LOT MARKERS ARE 3" OR MORE DIAMETER AND ARE 10" LONG. THE SYMBOL (o) INDICATES A CONCRETE MARKER.

ALL BEARINGS ARE ESTABLISHED IN RELATION TO BRIDGEFACED FARMS AS RECORDED IN 11, 167, 11, 16-27 OAKLAND COUNTY RECORDS.

LIBER 9170 PAGE 70M



VICINITY MAP  
NO SCALE



SCALE: 1" = 100'

RETURN TO  
J. D. McDONALD  
THE DETROIT EDISON COMPANY  
30400 TELEGRAPH ROAD, 264 OAKDH  
BIRMINGHAM, MICHIGAN 48010

**CURVE DATA**

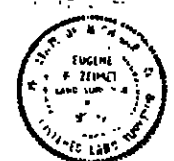
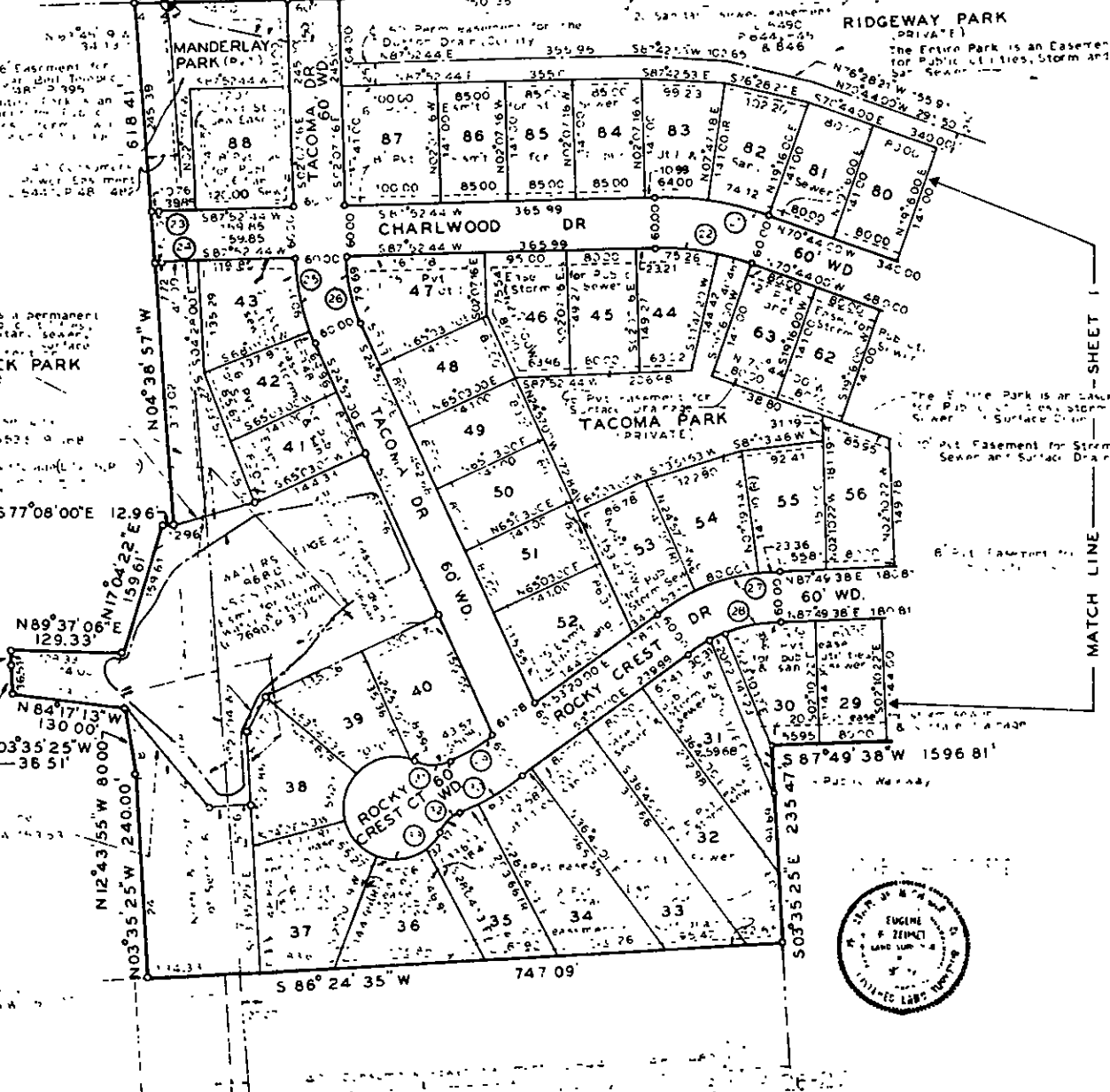
Curve	Radius	Arc	Central Angle	Chord Bearing	Chord Length
21	370.00	138.12	21°23'16"	N81°25'38"W	37.32
22	310.00	175.72	21°23'16"	S8°25'38"E	115.04
23	330.00	107.6	01°52'04"	S86°56'44"W	10.76
24	270.00	7.72	01°38'19"	S8°03'37"W	7.72
25	260.00	103.59	22°49'44"	S13°32'08"E	132.61
26	200.00	79.69	22°49'44"	N13°32'08"W	79.16
27	260.00	156.53	34°29'38"	S70°34'49"W	154.78
28	200.00	120.41	34°29'38"	N70°34'40"E	118.67
29	360.00	55.09	08°46'07"	S57°43'01"W	55.73
30	420.00	81.48	11°06'58"	N58°53'29"E	81.36
31	50.00	43.57	49°55'55"	S87°04'00"W	42.21
32	50.00	33.61	38°31'10"	N45°11'23"E	32.99
33	60.00	278.66	266°06'10"	S21°01'07"E	87.69

R = 250.00'  
A = 14.00'  
Δ = 03°12'31"  
CH = 14.00'  
CH BRG = N01°59'09"W

N12°43'55"W 8000'  
N03°35'25"W 2400.00'  
N89°37'06"E 129.33'  
N84°17'13"W 130.00'  
N03°35'25"W 36.51'

CENTER OF SECTION 6  
N87°51'05"E  
40.04'

N87°52'44"E 2641.46'



# Moceri Management Company

POST OFFICE BOX 487 • GRAND BLANC, MICHIGAN 48439 • 313/694-4195

May 30, 1985

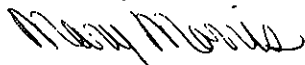
Mr. Frank Wallis, Service Planning  
The Detroit Edison Company  
30400 Telegraph Road  
Birmingham, Michigan 48010

Re: Thornridge Subdivision

Dear Mr. Wallis:

At the request of Dominic Moceri, enclosed please find a copy of the recorded Warranty Deed conveying ownership of that property now known as Thornridge Subdivision, from Avon 400 Associates to Frances and Dominic Moceri.

Sincerely,



Mary Morris, Secretary

enc: 3

RECORDED RIGHT OF WAY NO.

35817



TITON RIDGE  
SUB.

Owners Policy of Title Insurance  
issued by



*First American Title Insurance Company  
of Mid-America*

RECORDED RIGHT OF WAY NO. 35817



**First American Title Insurance Company  
of Mid-America**

Policy No.: **AB 187916**

Case No. 63-227421

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

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

RECORDED RIGHT OF WAY NO. 35814

IN WITNESS WHEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY OF MID-AMERICA has caused this policy to be signed and sealed by its duly authorized officers, the policy to become valid when countersigned by an authorized signatory as of Date of Policy shown in Schedule A.

**First American Title Insurance Company  
of Mid-America**

BY: *C. W. Hensel*  
PRESIDENT

ATTEST: *Howard W. Knox*  
SECRETARY

COUNTERSIGNED:

BY *R. C. ...*  
AUTHORIZED SIGNATURE

## Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

## Conditions and Stipulations

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

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

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

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

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

### 3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

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

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest

RECORDED RIGHT OF MAY NO.

35817

SCHEDULE A

Case Number:

63- 227421

Amount of Insurance:

Date of Policy:

Policy Numbers:

\$1,300,000.00

MARCH 13, 1985, 8 A.M.

AB 187916

Name of Insured: DOMINIC MOCERI AND FRANCES MOCERI, HIS WIFE

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

The land referred to in this policy is situated in the County of OAKLAND, State of MICHIGAN, and is described as follows:

CITY OF ROCHESTER HILLS

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 6, TOWN 3 NORTH, RANGE 11 EAST, AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 01 DEGREE 53 MINUTES 38 SECONDS WEST 2652.98 FEET ALONG THE WEST LINE OF SAID SECTION 6 TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE NORTH 87 DEGREES 51 MINUTES 05 SECONDS EAST 2313.59 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 6 TO THE CENTER 1/4 CORNER; THENCE CONTINUING ALONG EAST AND WEST 1/4 LINE OF SAID SECTION 6, NORTH 87 DEGREES 52 MINUTES 44 SECONDS EAST 2641.46 FEET TO THE EAST 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST 892.27 FEET ALONG THE EAST LINE OF SAID SECTION, SAID LINE ALSO BEING THE CENTER LINE OF ADAMS ROAD; THENCE SOUTH 87 DEGREES 49 MINUTES 38 SECONDS WEST 1927.42 FEET; THENCE SOUTH 03 DEGREES 35 MINUTES 25 SECONDS EAST 235.47 FEET; THENCE SOUTH 86 DEGREES 24 MINUTES 35 SECONDS WEST 1390.16 FEET; THENCE SOUTH 04 DEGREES 38 MINUTES 57 SECONDS EAST 1065.90 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 00 SECONDS WEST 448.52 FEET; THENCE SOUTH 01 DEGREE 41 MINUTES 41 SECONDS EAST 467.03 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 00 MINUTES 29 SECONDS WEST 1218.88 FEET, SAID LINE ALSO BEING THE CENTER LINE OF TIENKEN ROAD TO THE POINT OF BEGINNING.

RECORDED RIGHT OF WAY NO.

35817

COUNTERSIGNED:

*A. C. Caldwell*  
Authorized Signatory

*h*  
or additional information call 643-4000

SCHEDULE B

Case Number: 227421

Policy Number: AB 187916

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

1. POLE LINE PERMIT ACROSS SUBJECT PROPERTY, IN FAVOR OF THE DETROIT EDISON COMPANY, AS RECORDED IN LIBER 3655, PAGES 27, 28 AND 29, OAKLAND COUNTY RECORDS.
2. EASEMENT GRANTED TO CONSUMERS POWER COMPANY FOR GAS TRANSMISSION PIPE LINE OVER SUBJECT PROPERTY, AS RECORDED IN LIBER 5441, PAGE 480, OAKLAND COUNTY RECORDS.
3. EASEMENT GRANTED TO COUNTY OF OAKLAND FOR SANITARY SEWER AND WATER MAIN OVER SUBJECT PROPERTY, AS RECORDED IN LIBER 5490, PAGES 844, 845 AND 848; LIBER 5490, PAGE 849; LIBER 5447, PAGE 190; AND LIBER 5454 PAGES 560 AND 562, OAKLAND COUNTY RECORDS.
4. EASEMENT GRANTED TO THOMPSON BROWN COMPANY FOR WATER MAIN, AS RESERVED IN LIBER 6347, PAGE 632, OAKLAND COUNTY RECORDS. ROUTE OVER THE EASTERLY 60 FEET OF NORTH 40 ACRES OF EAST 3/4 OF SOUTHEAST 1/4 OF SECTION 6.
5. RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART OF SUBJECT PROPERTY TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.
6. EASEMENT GRANTED TO TOWNSHIP OF AVON, AS MORE FULLY DISCLOSED IN EASEMENT RECORDED IN LIBER 7405, PAGE 100, OAKLAND COUNTY RECORDS.
7. RIGHT OF WAY IN FAVOR OF MICHIGAN BELL TELEPHONE COMPANY, AS MORE FULLY DISCLOSED IN RIGHT OF WAY RECORDED IN LIBER 7481, PAGE 395, OAKLAND COUNTY RECORDS.

RECORDED RIGHT OF WAY NO. 35817

SCHEDULE B CONTINUED-NEXT PAGE

For additional information call 643-4000

COUNTERSIGNED: , ,

*A. C. ...*  
Authorized Signatory

SCHEDULE B CONTINUED-Owner's Policy No. AB 187916

8. EASEMENT GRANTED TO CONSUMERS POWER COMPANY, AS MORE FULLY DISCLOSED IN EASEMENT RECORDED IN LIBER 7568, PAGE 765, OAKLAND COUNTY RECORDS.
9. EASEMENT GRANTED TO OLYMPUS CORPORATION, AS MORE FULLY DISCLOSED IN INSTRUMENT RECORDED IN LIBER 7690, PAGE 31, OAKLAND COUNTY RECORDS.
10. EASEMENT AND CONVEYANCE, GRANTED TO THE CHARTER TOWNSHIP OF AVON, AS MORE FULLY DISCLOSED IN INSTRUMENT RECORDED IN LIBER 7736, PAGE 283, OAKLAND COUNTY RECORDS.
11. AGREEMENT FOR MAINTENANCE OF RETENTION POND, AS MORE FULLY DISCLOSED BY INSTRUMENT RECORDED IN LIBER 7690, PAGE 32, OAKLAND COUNTY RECORDS.
12. FIFTY FOOT WIDE DUTTON DRAIN EASEMENT, AS DISCLOSED BY SURVEY DATED FEBRUARY 1, 1985 BY ZEIMET-WOZNIAK & ASSOCIATES, INC.

RECORDED RIGHT OF WAY NO.

38917

COUNTERSIGNED:

*A. K. Kish*  
Authorized Signatory

## CONDITIONS AND STIPULATIONS (Continued)

which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

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

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

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

### 4. NOTICE OF LOSS - LIMITATION OF ACTION

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

### 5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

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

### 6. DETERMINATION AND PAYMENT OF LOSS

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

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

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

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

### 7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as

provided in paragraph 3 hereof, or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

### 8. REDUCTION OF LIABILITY

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

### 9. LIABILITY NONCUMULATIVE

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

### 10. APPORTIONMENT

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

### 11. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

### 12. LIABILITY LIMITED TO THIS POLICY

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

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

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

### 13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its General Office at 1650 West Big Beaver Road, P.O. Box 1289, Troy, Michigan 48069.

RECORDED RIGHT OF WAY NO. 35817

**Detroit  
Edison**

Oakland Division  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000

September 20, 1985

T & A Inc.  
89 W. South Blvd.  
Troy, MI 48098

Gentlemen:

Re: Thornridge Subdivision

Enclosed is the original and one copy of the Right of Way Agreement for the above described project. Please have the original executed and returned to us. The copy should be retained by you for your records.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 3 of this agreement, whereby you would be responsible for any damages which might occur to be the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of this instrument, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010. Att: Omer V. Racine, Room 264.

Sincerely,



Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims

OVR/kw  
Enclosures

RECORDED RIGHT OF WAY NO. 35817