

For good and valuable considerations, the right is hereby granted to The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226, its successors and assigns, to construct, reconstruct, operate and maintain its underground lines for the transmission and distribution of electricity and Company communication facilities including the necessary conduits, fixtures, cables and cable poles, manholes and equipment under and across the property described hereinafter. The rights hereby granted include the right of access to and from the said premises, the right to construct, reconstruct, modify, operate and maintain said line facilities, and to trim or cut down any trees belonging to the grantor, either within said right of way or upon the lands of the grantor adjoining said right of way which, in the opinion of the grantee, at any time interfere with the construction and operation of said line facilities. It is expressly understood and agreed that the grantee shall, at no time, trim or cut down any trees unless, in the grantee's opinion, it is absolutely necessary to do so. Upon the written consent of the grantee, buildings or structures may be placed within said right of way. This grant shall be binding upon the successors and assigns of the grantors. The Company shall reimburse the grantors and assigns for all damage caused by its men, vehicles and equipment in entering said property for the purposes set forth herein.

3-7  
3-7

The property over which this grant is conveyed is situated in the Township of Highland, County of Oakland, State of Michigan and further described as follows:

The North 10 feet of the East 175 feet of the following described property. Part of the southeast 1/4 of the southwest 1/4 of Section 27, beginning at point distant South 89°49'0" West 100 feet from the southwest corner of Adams Grove Subdivision, thence South 89°49'0" West 424.14 feet, thence North 0°51'10" East 400 feet, thence North 89°49'0" East 414.10 feet to Pere Marquette Railroad, thence South 0°35'0" West 400 feet to beginning except the South 123.12 feet.

Sidwell Number: H-11-27-327-003

REGISTERED  
1981 AUG 3 PM 12 31  
JAN ALLEN  
REGISTER OF DEEDS  
33873

Witness: Jeffrey L. Saunders  
Jeffrey L. Saunders  
Walter E. Touchie  
Walter E. Touchie  
Brian K. Saunders  
Brian K. Saunders

(Signed) William L. Saunders  
William L. Saunders  
Donna Lou Saunders  
Donna Lou Saunders  
Grace E. McCurdy (deceased)  
Grace E. McCurdy  
Helen Retta Shaw  
Helen Retta Shaw

Prepared By:  
Walter E. Touchie  
The Detroit Edison Company  
30400 Telegraph Road  
Birmingham, Michigan 48010

1449 S. Milford Rd.  
Highland, Michigan 48031

Certificate of death of Grace E. McCurdy attached hereto and made a part hereof.

STATE OF MICHIGAN )  
                              ) SS.  
COUNTY OF Oakland )

On this 8th day of July, A.D. 19 81, before the undersigned, a Notary Public in and for said County, personally appeared William L. Saunders and Donna Lou Saunders, his wife, Helen Reta Shaw, a single woman known to me to be the person S who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Walter E. Touchie  
Walter E. Touchie  
Notary Public, Wayne County, Michigan

My Commission Expires: February 21, 1982

APPROVED AS TO FORM 7-21-81 DATE  
LEGAL DEPARTMENT S. P. J.

*[Handwritten mark]*

500

# Certified Copy of Record of Death

County of Oakland, State of Michigan

LIBER 8052 PAGE 300

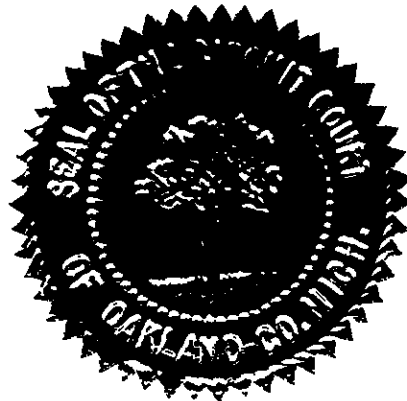
No. 110397

- |  |  |
|--|--|
| 1. Date of Death <u>November 20, 1971</u>                            | 8. Birthplace <u>Michigan</u>                                  |
| 2. Full Name of Deceased <u>Grace E. McCurdy</u>                     | 9. Occupation <u>Housewife</u>                                 |
| 3. Male or Female <u>Female</u>                                      | 10. Name of Husband or Wife <u>Clarence McCurdy (Deceased)</u> |
| 4. Color <u>White</u>  | 11. Name of Father <u>Samuel O. Newcomb</u>                    |
| 5. Marital Status <u>Widowed</u>                                     | 12. Birthplace <u>Not Given</u>                                |
| 6. Age <u>80</u> Years <u>80</u> Months <u>--</u> and days <u>--</u> | 13. Name of Mother <u>Retta Phillips</u>                       |
| 7. Place of Death <u>Pontiac, Michigan</u>                           | 14. Birthplace <u>Not Given</u>                                |
| 15. Disease or Cause of Death <u>Cerebral Hemorrhage</u>             |  |

State of Michigan }  
 County of Oakland } ss

I, LYNN D. ALLEN, County Clerk-Register of Deeds for the County of Oakland and Clerk of the Circuit Court thereof, the same being a Court of Record and having a Seal, do hereby certify that the foregoing is a copy of the record now remaining in my office.

Recorded 12-8-71  
 Libr. 110397



In testimony whereof, I have hereunto set my hand and affixed the Seal of said Court this 14th day of July A.D. 1981.

LYNN D. ALLEN  
 Oakland County Clerk-Register of Deeds  
 By Maurice J. Van Horn Deputy Clerk

RECORDED RIGHT OF WAY NO. 33873

Lawyers Title Insurance Corporation

FORM OF LAND CONTRACT

(Revised 1968) F556

This Contract, made this 10th day of January February, 1970, between Grace E. McCurdy, a Single Woman and Helen Retta Shaw

Parties

hereinafter referred to as "Seller", whose address is 231 Lafayette St. Milford, Michigan

and William L. Saunders and Donna Lou Saunders, his wife

hereinafter referred to as "Purchaser", whose address is 1295 Grebe, Milford, Michigan

Witnesseth:

1. Seller Agrees:

Township Highland

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

Description of Land

Part of the Southeast 1/4 of the Southwest 1/4 of Section 27, beginning at point distant South 89 degrees 49 minutes 0 seconds West 100 feet from the Southwest corner of Adams Grove Subdivision, thence South 89 degrees 49 minutes 0 seconds West 424.14 feet, thence North 0 degrees 51 minutes 10 seconds East 400 feet, thence North 89 degrees 49 minutes 0 seconds East 414.10 feet to Pere Marquette Railroad, thence South 0 degrees 35 minutes 0 seconds West 400 feet to beginning except the South 123.12 feet.

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

now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

(b) That the full consideration for the sale of the land to Purchaser is:

Terms of Payment

(\$ 30,000.00 ) dollars, of which the sum of Five Thousand and 00/100

(\$ 5,000.00 ) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Twenty Five Thousand and 00/100

(\$ Seven ) dollars, is to be paid to Seller, with interest on any part thereof at any time

at the rate of per cent per annum while Purchaser is not in default, and at the rate of per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of his default in payment. Such additional purchase money and interest is to be paid in monthly installments of not less than two hundred and 00/100

more at Purchaser's option, on the 10th day of each month, beginning February March, 1970

such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within term of years from the date hereof, anything herein to the contrary notwithstanding.

Seller's Duty to Convey

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts of omissions of persons other than Seller or his assigns.

Furnishing Evidence of Title

(d) To deliver to Purchaser as evidence of title Lawyers Title Insurance Corporation title insurance or abstract of title covering the land, and furnished by The effective date of the policy or certification date of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security.

Purchaser's Duties

2. Purchaser Agrees:

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

Maintenance of Premises

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

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

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

To Pay Taxes and Keep Premises Insured

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

33873

**Dower Rights**

If the wife of Seller has dower rights in the land, she agrees, by joining in the execution of this contract, to join in executing the deed to be given in fulfillment hereof.

**Capacity of Parties**

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.

**Interpretation of Contract**

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

**Signatures**

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF  
*Wayne R. Fotters*  
Wayne R. Fotters  
*Virginia H. Cook*  
~~XXXXXXXXXX~~  
Virginia H. Cook

*Grace E. McCurdy*  
Grace E. McCurdy (L.S.)  
*Helen Ratta Shaw*  
Helen Ratta Shaw (L.S.)  
*William L. Saunders*  
William L. Saunders (L.S.)  
*Donna Lou Saunders*  
Donna Lou Saunders (L.S.)

**Individual Acknowledgment**

STATE OF MICHIGAN  
COUNTY OF Oakland ss. February 10th 1970  
On this February 10th 1970 Grace E. McCurdy and Helen Ratta Shaw before me  
Donna Lou Saunders, his wife appeared William L. Saunders and

they have to me known to be the person Donna Lou Saunders and who executed the foregoing instrument and acknowledged that she executed the same as Donna Lou Saunders free act and deed.

My commission expires September 17 1971 Virginia H. Cook  
~~XXXXXXXXXX~~ Virginia H. Cook  
Oakland  
Notary Public, Oakland County, Michigan

**Corporate Acknowledgment**

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_ 19\_\_\_\_ before me  
On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ appeared \_\_\_\_\_

to me personally known, who being by me sworn, did (1) say that (2) \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires \_\_\_\_\_ 19\_\_\_\_  
Note: If more than one officer acknowledges insert at (1) "each for himself," and (2) "they are respectively"  
Notary Public, \_\_\_\_\_ County, Michigan

Instrument Drafted by: Lane L. Knight Business Address: 409 W. Main St. Milford, Michigan

33873

APPLICATION FOR RIGHT OF WAY  
DE FORM MS 80 5-74 55

PLEASE SECURE RIGHT OF WAY AS FOLLOWS

DATE May 7, 1981

LOCATION 1449 Milford Road

APPLICATION NO. O-7224

CITY OR VILLAGE Mil Highland

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

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

TOWNSHIP Highland COUNTY Oakland

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

DATE BY WHICH RIGHT OF WAY IS WANTED July 1, 1981

INQUIRY NO. \_\_\_\_\_

THIS R/W IS 100 % OF TOTAL PROJECT NO. \_\_\_\_\_ ACCUM \_\_\_\_\_ %

JOINT RIGHT OF WAY REQUIRED YES  NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED Recorded R/W for public utility

PURPOSE OF RIGHT OF WAY Easement for underground primary feeder to service Colonial Village Retail Center.

RECORDED RIGHT OF WAY NO. 33873

SIGNED E. Miles / 4/26/81 /Supervisor  
Oakland Division Headquarters Service Planning  
OFFICE DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT

Recordable right of way secured as requested on the attached sketch.

Contacts by W. Touchie, Real Estate, Rights of Way & Claims.

Ser.Pl.n. 1

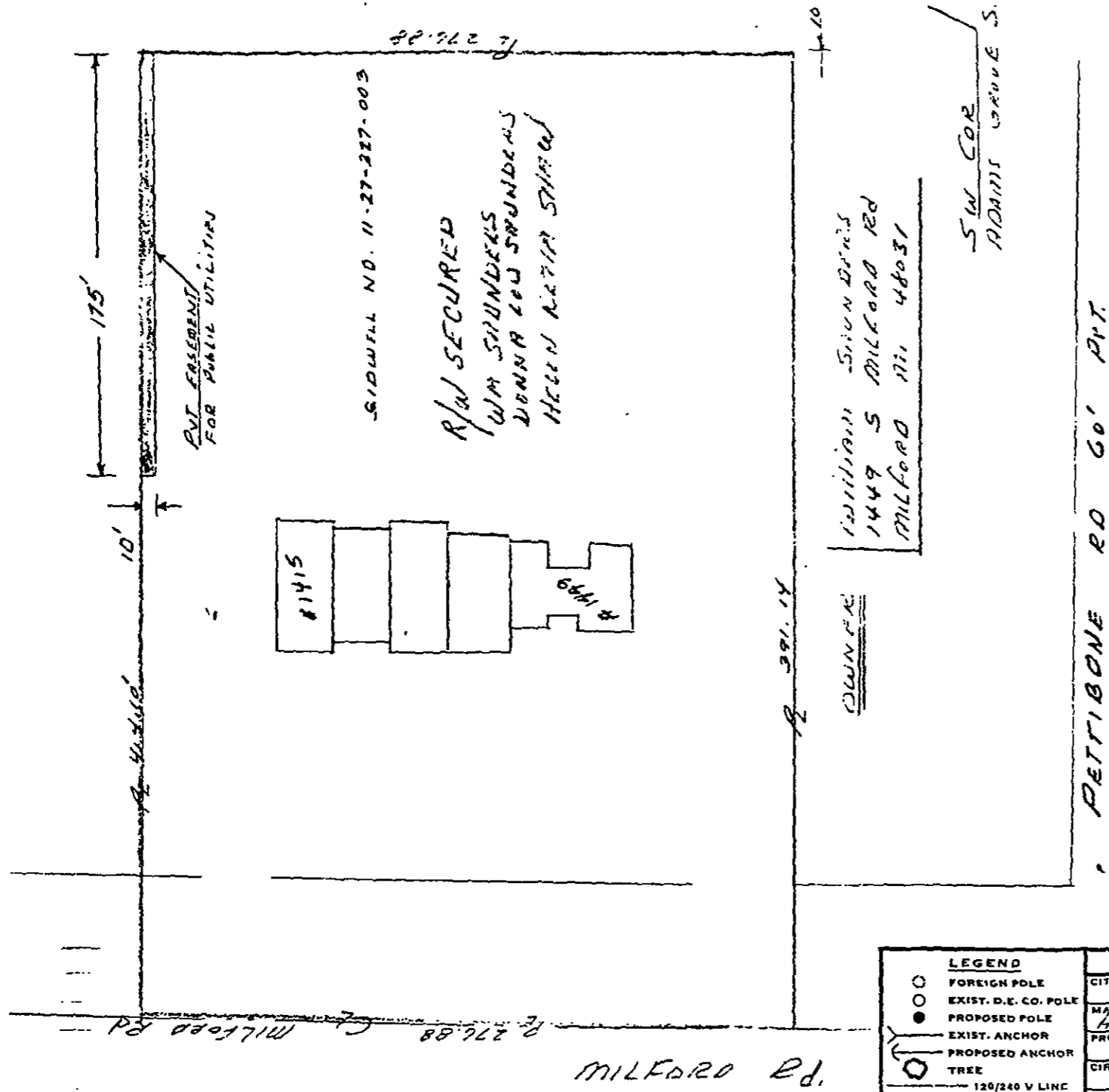
PERMITS IN RECORD CENTER 1 R.E. & R/W DEPT. FILE \_\_\_\_\_ GRANTOR W. L. Saunders

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

DATE 7-24-81 SIGNED \_\_\_\_\_

James A. Robertson  
JAMES A. ROBERTSON

5-11-81 WD 6-8-81



REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH	PERMITS TO:
BY	RECORD CENTER
DATE	R-W FILES
ONE WANTED	NET
DISTRICT	ORIGINATOR
FIELDMAN	TOTAL

THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT			
<b>LEGEND</b>	CITY OR TWP.	COUNTY	DTR. & TWP. SECT. NO.
○ FOREIGN POLE	HIGHLAND	DAK	SE 1/4 S.W. 1/4 27
○ EXIST. D.E. CO. POLE	MAP SECT.	TOWN	RANGE
● PROPOSED POLE	410 193-410	3N	3E
○ EXIST. ANCHOR	PROJECT NAME	JOINT R/W REQUIRED	R/W NO.
○ PROPOSED ANCHOR		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
○ TREE		TEL. ENG'R. & DIST.	PROJ. OR PART NO.
— 120/240 V LINE	CIRCUIT		
— 4800 V LINE	8086 MILFORD		D.F.W. S.O. OR P.E. NO.
— 13,200 V LINE	REASON		BUDGET ITEM NO.
— 40,000 V LINE	Replacement EOL DRI FOR USE		
	PLANNER	SCALE	DATE
	DAVID FOLSY	1"=60'	3-7-81