

Attachment A  
(See Attachment 2 for Restrictive Covenant)

Attachment B

LIBER 166570001

JUL 9 55 24 82 80

GRANT OF LANDSCAPING EASEMENTS AND AGREEMENT FOR MAINTENANCE

This Grant of Landscaping Easements and Agreement for Maintenance is made as of the 21st day of May, 1996, by General Motors Corporation, a Delaware corporation, (hereinafter "Grantor"), the address of which is Argonaut "A" Building, 485 West Milwaukee Avenue, Detroit, Michigan 48202, and Centerpoint Associates Limited Partnership, a Michigan limited partnership (hereinafter "Grantee"), the address of which is 200 Franklin Center, 29100 Northwestern Highway, Southfield, Michigan 48034.

RECITALS

WHEREAS, the Grantee, as Tenant under a certain Ground Lease (hereinafter referred to as the "Ground Lease," the affidavit of which is recorded in Liber 14985, pages 893 through 999, Oakland County Records), is developing the land described in Exhibit A hereto as a mixed-use commercial park known as Centerpoint Business Campus for office, research and development, applied technology, light industrial and retail sales and service businesses; and

WHEREAS, in implementation of its Master Plan for said land described in Exhibit A, Grantee, as Declarant, has recorded in Liber 15598 at Pages 9 through 53, Oakland County Records, a "Centerpoint Business Campus Declaration of Covenants, Conditions and Restrictions" (hereinafter referred to as the "Declaration") for purposes of promoting the efficient, harmonious and beneficial development, use and maintenance of said land; and

WHEREAS, Centerpoint Business Campus will be established as a commercial building <sup>\$ 23.00 MISCELLANEOUS RECORDING</sup> <sup>\$ 2.00 REMONSTRATION</sup> <sup>9.00 8:55 RECEIVED</sup> <sup>46A</sup> <sup>PAID BY GRANTEE AS</sup> <sup>RECORDED IN OAKLAND COUNTY</sup> <sup>LIBER 15598 PAGE 53</sup> <sup>DEEDS</sup> (hereinafter referred to as the "Condominium") by Grantee as Developer, by recording of a Master Deed (the Master Deed) in the offices of the Oakland County Register of Deeds covering the land described in Exhibit A; and

WHEREAS, Grantor is the owner of certain properties adjacent to the Condominium premises described on Exhibit "B" hereto and hereinafter known as the "Easement Parcels"; and

WHEREAS, the Grantee, its successors or assigns, as Administrator under the Declaration and the Master Deed, will be responsible for the administration, maintenance, upkeep, repair and replacement of the Condominium and shall act as agent and representative of the Co-owners of all Units in the Condominium with respect to all such administrative activities; and

WHEREAS, it is desirable that perpetual easements be created over the Easement Parcels owned by Grantor for purposes of installation of various landscaping and storm water

305  
200

OK - G.K.



*Economic Development &  
Enterprise Services*

General Motors Corporation  
Worldwide Real Estate  
Mail Code 482-838-C96  
200 Renaissance Center  
Detroit, MI 48265  
United States

*Transmitted Via Certified U.S. Mail, Return Receipt Requested*

May 16, 2007

Mr. Allan Schneck  
City of Pontiac  
55 Wessen Street  
Pontiac, Michigan 48341

Re: Notice of Filing of Environmental Restrictive Covenant  
Pontiac Centerpoint Campus  
South Boulevard and Opdyke Road  
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that the City of Pontiac holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the documents evidencing such interest, which are recorded at Liber 26 Page 553, Liber 4622 Page 897, Liber 4862 Page 644, Liber 6507 Page 184 and Liber 22350 Page 627, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited

Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

*Handwritten initials: HAH 5/17/07*  
GENERAL MOTORS CORPORATION,  
a Delaware corporation

By: *Debra Homic Hoge*

Name: DEBRA HOMIC HOGE  
Title: DIRECTOR  
WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency  
Holly A. Milewski, General Motors - WRE  
Anthony Thrubis, Esq. General Motors - Legal Staff  
Jean Caufield, General Motors - WFG  
Jeanne Piercey, Conestoga Rovers & Associates

WPRE0144



General Motors Corporation  
Worldwide Real Estate  
Mail Code 487-438-656  
200 GM Renaissance Center  
PO Box 2100  
Detroit, MI 48265-2000

CERTIFIED MAIL



7002 2030 0000 9401 6545  
7002 2030 0000 9401 6545

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Registered Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

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City of Pontiac  
55 Wessen Street  
Pontiac, MI 48341  
Attn: Mr. Allan Schneck

PS Form 3811, August 2001

<p><b>SENDER - COMPLETE THIS SECTION</b></p> <p>1. Complete items 1, 2, and 3. Also complete item 4 if Registered Delivery is desired, so that we can return this card to you. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>2. Article Number (Transfer from service label)</p> <p>3. Article Number (Transfer from service label)</p> <p>City of Pontiac 55 Wessen Street Pontiac, MI 48341 Attn: Mr. Allan Schneck</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature <input checked="" type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Address</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Registered Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>PS Form 3811, August 2001</p> <p>5-18-01</p>	<p>7002 2030 0000 9401 6545</p> <p>Domestic Return Receipt</p> <p>102295-000-1500</p>

Attachment A  
(See Attachment 2 for Restrictive Covenant)

Attachment B



26 No. R. 658-5

Lot 1 A P 99 Pont (46-11) C 15-146  
 Lot 2 A P 98 Pont (13a) P 98  
 Huron Farms Co. a  
 Mich. Corp. of Det., M.  
 To  
 City of Pontiac, a  
 municipal corp. in O. C. M.

Right of Way \$1. & 0  
 v CS  
 Nov. 21, 1927  
 Apr. 25, 1930

First pty conveys to 2nd pty, all its right,  
 title and fee in the folg des parcels of ld in C of  
 Pon, O C, M:  
 Parcel 1.  
 All that pt. of N  $\frac{1}{4}$  of Sec 4, T 2 N, R 10 E  
 bounded on N by the cen line of South Blvd; on E  
 by W line of Detroit, Grand Haven and Milwaukee  
 Railway Company Right-of-Way; on S by a line  
 parallel to and 50 ft S of sd cen line of South  
 Blvd; on W by a line parallel to and 400 ft Ely of  
 E line of Woodward Ave as it existed before being  
 over



*J. B. ...*

27

LIBER 4622 PAGE 897

61 58711

2/10  
2/A

SEWER EASEMENT AGREEMENT

On the 31st day of August, A. D. 1964 the

FLEET CARRIER COMPANY a New York corporation, hereinafter referred to as the "COMPANY", for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) and the covenants and agreements set forth herein, does hereby grant and convey to the CITY OF PONTIAC, a Michigan municipal corporation, and its successors and assigns forever, hereinafter referred to as the "CITY", the right to construct and permanently maintain sewers, drains and water mains within the easement described in Exhibit 1 attached hereto and as shown on the sketch which is Exhibit 2 attached hereto; and also within the easement on lands owned by Detroit Edison Company and leased to Fleet Carrier Corporation described in Exhibit 3 attached hereto and as shown on the sketch which is Exhibit 4 attached hereto, subject to the conditions, covenants, and agreements contained herein, all of which are hereby accepted and agreed to by the said City of Pontiac.

1. The City is to have the right to go upon said premises at any time after said sewers, drains and water mains are constructed thereon, to repair same, when in its judgment they need repair, giving and granting unto said party of the second part, its successors and assigns, the right to use said premises permanently for the uses and benefits of the City, its successors and assigns forever.

The Company grants this right of way for sewers, drains and water mains on the following conditions; Whenever repairs to said sewers, drains or water mains are found necessary, access thereto shall be obtained outside of said premises if possible. If it is not possible to obtain access outside of said premises, then access may be gained thereto on said premises, and the City shall recompense the Company for any damage resulting therefrom.

2. The City agrees that it will so construct and maintain said sewer or other utilities across any property owned by or leased to the COMPANY in such manner that at no time during construction or during any subsequent repair or reconstruction will more than two hundred (200) linear feet of sewer be under construction at any given time.

3. The CITY agrees that during any sewer, drain or water main construction, the CITY shall maintain access between the separated portions of the property owned by and leased to the COMPANY, and shall not suffer or allow the construction activities to impede free vehicular movement through the property.

4. At any time during which it is necessary for sewer, drain or water main construction purposes to move, cut or tear down the fence which presently surrounds the property owned by and leased by the COMPANY, the CITY will provide a full time security guard on duty at each fence opening during the period such fence is down.

5. The CITY agrees that upon the completion of any portion of sewer, drain, or water main construction, the CITY will, at its expense, restore the surface of the lands leased to or owned by the COMPANY to its pre-existing condition, including paving, if any; the CITY further agrees that upon completion of construction the CITY will, at its expense, restore all fencing surrounding lands leased to or owned by the COMPANY to its previous condition.

SEP 9 1964

LIBER 4622 PAGE 897-900

700

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2/11

EASEMENT

THIS INDENTURE, made this 8th day of March, 1966, by and between THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, whose corporation is referred to as "EDISON", and PONTIAC, a Municipal corporation, of Oakland County, State of Michigan, hereinafter referred to as "CITY".

W I T N E S S E T H

EDISON for good and valuable considerations, receipt of which is hereby acknowledged, does by these presents, grant to CITY the right, privilege, power and authority for the purposes hereinafter set forth to enter upon land in the City of Pontiac, Oakland County, Michigan, described as:

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

That part of Lot 2 of Assessor's Plat 98 as recorded in Liber 1B, Page 98, Oakland County Records, being part of the Northeast 1/4 of Section 4, Town 2 North, Range 10 East described as:

An easement (20 feet wide) described by its centerline, said centerline beginning at a point in the southerly line of South Boulevard, said point being 44.95 feet, South 84°47'29" East of the intersection of the said southerly line of South Boulevard and the line between Sections 33 and 34, Pontiac Township, extended southerly; thence South 0°49'20" East, 526.1 feet to a point in a northerly line of land conveyed to the Willard Convoy Company, by deed dated December 12, 1951, said point being 174.32 feet, South 87°51'14" East of a North-westerly corner of said land of the Willard Convoy Company.

Subject to a lease granted the Fleet Carrier Corporation dated December 29, 1961.

1. This easement is granted for the sole purpose of operating and maintaining an existing sanitary sewer commonly known as the "Murphy Park Sanitary Sewer" with such rights of ingress and egress, and such other incidental rights as are reasonably necessary to so do.

2. Edison shall have the right to utilize the above described premises for its own purposes as long as said use is not inconsistent with the use of the easement by the CITY for sanitary sewer purposes.

3. In the event that the CITY shall abandon the use of said land for the purposes herein stated, its rights hereunder shall immediately terminate and the CITY, in the event that it is requested to so do, shall at its own cost and expense restore said premises to their original condition as near as may be.

at City Clerk

MAR 21 1966

LIBER 4862 PAGE 644

647

*[Handwritten signature]*

MAR 21 1966

REGAN  
CLERK

LR 6507 and 184

75 15110

27

ROADWAY EASEMENT

THIS INDENTURE, made this 26th day of June, 1975, by and between 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," and the CITY OF PONTIAC, a Michigan municipal corporation, of 400 West River Blvd., East, Pontiac, Michigan 48060, hereinafter referred to as "CITY."

W I T N E S S E T H

EDISON, in consideration of the sum of Sixteen Thousand Seven Hundred Fifty and no/100 (\$16,750.00) Dollars and the performance by CITY of the conditions hereinafter contained on its part to be performed, does, by these presents, grant to CITY the right, privilege, power, and authority for the purposes hereinafter set forth to enter upon land in the City of Pontiac, County of Oakland, Michigan, described as:

That part of Lot 2 of Assessor's Plat Number 98, as recorded in Liber 1B, Page 98, Oakland County Records and being a part of Section 4; Town 2 North, Range 10 East; City of Pontiac, (Bloomfield Township), Oakland County; Michigan.

Described as: Beginning at an iron in the south line of South Blvd., said iron being South 01°54'22" West, 50.08 feet and North 84°47'29" West, 299.05 feet from the Northeast Corner of Section 4; thence along the south line of South Blvd., North 84°47'29" West, 74.90 feet to a monument; thence North 87°50'59" West, 32.85 feet to a monument; thence South 02°09'01" West, 310.14 feet to an iron; thence North 87°51'14" West, 30.0 feet to an iron; thence South 22°05'28" West, 232.77 feet to an iron; thence South 59°11'13" West, 34.68 feet to an iron; thence South 87°56'44" East, 28.77 feet to an iron; thence North 02°09'01" East, 19.32 feet to an iron; thence South 87°51'14" East, 149.97 feet to an iron; thence North 14°35'31" East, 283.55 feet to a point; thence North 03°31'21" East, 248.07 feet to an iron on the south line of South Blvd. and the Point of Beginning. Containing 1.410 acres of land.

Subject to a Lease granted by The Detroit Edison Company to Eller Outdoor Advertising Company of Michigan; and subject to a Lease Agreement from The Detroit Edison Company to Fleet Carrier Corporation. In regards to both Leases, EDISON shall give termination notices within ten (10) days of receiving a written request from CITY. Copies of the termination notices shall be furnished to the CITY.

Also, a temporary construction easement to fulfill CITY's obligation under paragraph 3, terminating upon completion of construction.

15

LIBER 22350 PG 627

40347

LIBER 22350 PAGE 627  
\$29.00 FISC RECORDING  
\$2.00 REDEMPTION  
02/15/2001 02:44:12 P.M. RECEIPT# 9957  
PAID RECORDS - OAKLAND COUNTY  
G. WILLIAM CARROLL, CLERK/REGISTER OF DEEDS

**GRANT OF EASEMENT FOR SANITARY SEWER  
AND WATER MAIN**

THIS EASEMENT AGREEMENT is made this 28<sup>th</sup> day of April, 2000, between General Motors Corporation, a Delaware corporation, whose address is 3400 West Grand Boulevard, Detroit, Michigan 48202 (hereinafter referred to as "Grantor") and the City of Pontiac, a Municipal corporation, 450 East Wide Track Drive, Pontiac, Michigan ("Grantee").

**RECITALS:**

A. Grantor is the owner or lessee of certain land and improvements developed or being developed and located in the City of Pontiac, County of Oakland, State of Michigan, as more particularly described on Exhibit "A" attached hereto (the "Property").

B. Grantee has agreed to permanently maintain, service, repair and replace the water main and the sanitary sewer on the Property, and Grantor is granting the Grantee an easement through a portion of the Property for such purpose.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement under and across the areas described on Exhibit "B" attached hereto and shown on Exhibit "C" attached hereto, for the purpose of maintenance, service, repair and replacement, if required, of an underground water main and an underground sanitary sewer on the Property for Grantor's use and benefit.

2. Grantee shall maintain, service, repair and replace the water mains and the sanitary sewers so that the same shall always remain in good condition and so as to avoid any adverse consequences to the surface of the easement area and surrounding land. Any maintenance, service, repair and replacement of the water main and sanitary sewer by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of the Property, including the flow of pedestrian and vehicular traffic, and Grantee shall restore the Property to a condition as good as or better than it was prior to such maintenance, service, repair and replacement. Except in cases of emergency, Grantee shall give Grantor fifteen (15) days' prior written notice of any entry upon the Property.

12D  
R  
E

O.K. - KB



Economic Development &  
Enterprise Services

General Motors Corporation  
Worldwide Real Estate  
Mail Code 482-B38-C96  
200 Renaissance Center  
Detroit, MI 48265  
United States

*Transmitted Via Certified U.S. Mail, Return Receipt Requested*

May 16, 2007

Mr. Devin Sprinkle  
Canadian National  
17641 South Ashland Ave.  
Homewood, IL 60430

Re: Notice of Filing of Environmental Restrictive Covenant  
Pontiac Centerpoint Campus  
South Boulevard and Opdyke Road  
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that Canadian National, formerly Detroit & Pontiac Railroad, holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first two pages of the document evidencing such interest, which is recorded at Liber 507 Pages 402 and 403, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited

Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

GENERAL MOTORS CORPORATION,  
a Delaware corporation

By: 

Name: DEBRA HOMIC HOGE  
Title: DIRECTOR  
WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency  
Holly A. Milewski, General Motors - WRE  
Anthony Thrubis, Esq. General Motors – Legal Staff  
Jean Caufield, General Motors - WFG  
Jeanne Piercey, Conestoga Rovers & Associates

V95E0D44



General Motors Corporation  
Worldwide Post Office  
Mail Code 487-838-C56  
240 GM Renaissance Center  
PO Box 200  
Detroit, MI 48265-2000

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7002 2030 0000 9401 6569

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Send To  
 3527 70  
 Street, Apt.  
 or PO Box  
 City, State, ZIP

Canadian National  
 17641 South Ashland Ave.  
 Homewood, IL 60430  
 Attn: Mr. Devin Sprinkle

Homewood, IL 60430  
Attn: Mr. Devin Sprinkle

**SENDER COMPLETES THIS SECTION**

1. Article addressed to:  
 Canadian National  
 17641 South Ashland Ave.  
 Homewood, IL 60430  
 Attn: Mr. Devin Sprinkle

2. Article Number (return from service label)  
 7002 2030 0000 9401 6569  
 PS Form 3811, August 2001  
 10295-00-00-1040

**COMPLETE THIS SECTION DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Restricted by (Printed clearly)  
 Yes  
 No

C. Date of Delivery  
 Yes  
 No

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below.

3. Service Type  
 Express Mail  
 Certified Mail  
 Registered  
 Insured Mail  
 COD  
 Return Receipt for Merchandise

4. Restricted Delivery? (Item Fee)  Yes  
 No



Attachment A  
(See Attachment 2 for Restrictive Covenant)

Attachment B

THIS INSTRUMENT, made this .... 30th ..... day of March....  
 A.D. 1926, Between ALFRED HOWLAND and MELBUE HOWLAND, his wife,  
 of Pontiac, Michigan, parties of the first part, and General  
 Motors Corporation, a Delaware Corporation, authorized to do  
 business in Michigan....., party  
 of the second part,

W I T N E S S E T H:

That the said parties of the first part, for and in  
 consideration of the sum of One Dollar (\$1.00) and other valuable  
 considerations, to them in hand paid by the said party of the  
 second part, the receipt whereof is hereby confessed and acknow-  
 ledged, do by these presents grant, bargain, sell, release, re-  
 lease, alien, and confirm unto the said party of the second part,  
 its successors and assigns, forever, all those certain pieces  
 or parcels of land situate and being in the Township of Bloomfield,  
 County of Oakland, and State of Michigan, known and described  
 as follows, to-wit:

A part of the Northwest Quarter of Section 7, Town 2  
 North, Range 10 East, Michigan, described as follows:

Starting at a point on the North boundary line of said  
 Section four hundred eighty-five and eighty-seven one-hundredths  
 (485.87) feet East from the Northwest corner of said Section, at  
 the Northeast corner of a parcel conveyed in 1920 by one Crosby  
 and his wife to Melbourne T. Moore and Lena Moore, his wife, by  
 deed recorded in Liber 329 of Deeds at page 263, Oakland County  
 Register of Deeds Office; thence South 2° 05' East, along the  
 Easterly line of said lands of Moore, Sixteen Hundred eleven and  
 six one-hundredths (1611.06) feet to an iron pin; thence South  
 41° 45' West, five hundred two and eighty-two one-hundredths  
 (502.82) feet to a point in the center line of the Old Detroit  
 and Pontiac Road, so-called; thence South 47° 38' West, along  
 the center line of said road, seventeen hundred seventy-four and  
 ten one-hundredths (1774.10) feet to a point; thence with 57° 33'  
 East, twelve hundred thirty-one and ten one-hundredths (1231.10)  
 feet to a point on the East line of said Northwest Quarter of  
 Section 3; thence North along said Quarter Section line North  
 30° 42' 30" East twenty-six hundred ninety-seven and nine  
 one-hundredths (2697.39) feet to the Northeast corner of said  
 Northwest Quarter of said Section 3; thence East

Section line North 89° 24' 30" West nineteen hundred ninety-eight and sixty-six one-hundredths (1998.66) feet to the point of beginning, containing one hundred thirty-six and fifty-two thousandths (136.052) acres.

Also a part of the west half of the Northeast Quarter of Section 3, Town 2 North, Range 10 East, starting at the Northwest corner of the Northeast Quarter of said Section 3; thence South 39° 42' 30" East along the westerly line of the Northeast Quarter of said Section 3, twenty-four hundred thirty and nineteen one-hundredths (2450.19) feet to a stake; thence South 88° 05' 30" East four hundred three and seven one-hundredths (403.07) feet to a point; thence North 39° 36' 30" West twenty-four hundred fifty-seven and seventy-three hundredths (2457.73) feet to a point in the North Section line (center of highway); thence South 87° 58' 30" West four hundred five and sixty hundredths (405.60) feet to the point of beginning, containing twenty-two and six hundred twenty-seven thousandths (22.627) acres.

The above described property being the same property deeded to Alfred Howland, by Ephraim Howland and Harriet T. Howland, his wife, by deed dated August 6th, 1913 and recorded in Liber 200 of Deeds on page 298, Oakland County records, subject to existing highways, also excepting a certain easement or right-of-way heretofore granted to the Detroit and Pontiac Railroad Company; and also subject to the easement or right-of-way granted by Alfred Howland and wife to the Detroit Edison Company by agreement dated March 1st, 1923, recorded in Liber 5 of Miscellaneous Records on page 6, Oakland County records.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises as herein described, with the appurtenances, unto the said party of the second part, and to its successors and assigns, Forever.

And the said parties of the first part, for themselves, their heirs and personal representatives, do covenant, sell, bargain, and agree to and with the said party of the second part, its successors and assigns, that at the time of the execution and delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all encumbrances whatever, except as above noted; and that they, will, and their heirs and personal representatives shall, Forever WARRANT AND DEFEND the same against all lawful claims whatsoever.

IN WITNESS WHEREOF, said parties of the first part have



*Economic Development &  
Enterprise Services*

General Motors Corporation  
Worldwide Real Estate  
Mail Code 482-B38-C96  
200 Renaissance Center  
Detroit, MI 48265  
United States

*Transmitted Via Certified U.S. Mail, Return Receipt Requested*

May 16, 2007

Mr. Anthony Aurino  
Consumers Energy  
1801 W. Main Street  
Owosso, MI 48867

Re: Notice of Filing of Environmental Restrictive Covenant  
Pontiac Centerpoint Campus  
South Boulevard and Opdyke Road  
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that Consumers Energy, formerly Consumers Power Company, holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the documents evidencing such interest, which are recorded at Liber 15758 Page 118 and Liber 10929 Page 783, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as

Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

*Handwritten:*  
HAW  
5-17-07

GENERAL MOTORS CORPORATION,  
a Delaware corporation

By: 

Name: DEBRA HOMIC HOGE

Title: DIRECTOR

WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency  
Holly A. Milewski, General Motors - WRE  
Anthony Thrubis, Esq. General Motors – Legal Staff  
Jean Cauffield, General Motors - WFG  
Jeanne Piercey, Conestoga Rovers & Associates

1495200-44



General Motors Corporation  
Worldwide-Real Estate  
Mail Code 482-B28-C86  
200 GM Renaissance Center  
PO Box 200  
Detroit, MI 48205-2000



7002 2030 0000 9401 6552  
7002 2030 0000 9401 6552

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only, No Insurance Coverage Provided)*  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	
Certified Fee	\$	
Return Receipt Fee (Endorsement Required)	\$	
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	

Postmark Here

PS Form 3811, August 2001

Consumers Energy  
1801 W. Main Street  
Owosso, MI 48867  
Attn: Mr. Anthony Aurino

Attn: Mr. Anthony Aurino

**SENDER: COMPLETE THIS SECTION**

1. Article addressed to:  
Consumers Energy  
1801 W. Main Street  
Owosso, MI 48867  
Attn: Mr. Anthony Aurino

**COMPLETE THIS SECTION FOR DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below.

3. Service Type  
 Certified Mail  
 Express Mail  
 Registered  
 Insured Mail  
 C.O.D.  
 Return Receipt for Merchandise

4. Restricted Delivery? (See Fee)  Yes  No

2. Article Number (Transfer from service label)  
7002 2030 0000 9401 6552

PS Form 3811, August 2001

Attachment A  
(See Attachment 2 for Restrictive Covenant)



Attachment B

Form 316 183  
 FILE NO 42-738  
 PARCEL NO. 2

STATE OF MICHIGAN  
 COUNTY OF OSHTAGO

GRANTOR: WILLIAM L. WINTER, JR. and WILHELMINE W. WINTER, JR.  
 GRANTEE: CONSUMERS POWER COMPANY, a Michigan corporation,  
 21 West Michigan Avenue, Jackson, Michigan, Grantor, except of which is hereby acknowledged, Conveys and Warrants  
 with or without recourse, power, the maximum and right to enter upon the land hereafter described and to  
 by contract, with or without recourse, power, charge, expense, release and release of transmission and distribution  
 facilities, consisting of one (1) right-of-way, easement, appurtenant, and lateral service lines where hereafter  
 to be shown, in, under and across said land, including all public highway upon or adjacent to said land, which land is in the  
 County of OSHTAGO, Michigan, and described as:

FOR LEGAL DESCRIPTION SEE  
 "APPENDIX A"

AR26 REG/DEENS PAID  
 0004 JUN 26 '89 12:55PM  
 4231 7150

The route to be taken by said pipeline in, under and across said land is described as follows:

GRANTEE MAY LOCATE SAID GAS LINE IN A DIRECTION, THROUGH & ACROSS & IN A MORE OR LESS  
 SOUTHERLY DIRECTION IN THE WESTERLY 10 FEET AND IN A NORTHERLY & WESTERLY  
 SECTION IN THE SOUTHERLY 10 FEET OF ONE PARCEL AS DESCRIBED IN "APPENDIX A".  
 ALSO, THE RIGHTS TO BEY LATERALS.

Also conveying the right, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or other-  
 wise control any fence, road, bush or other vegetation which may, in the opinion of Grantee, interfere or threaten to inter-  
 fere with or be hazardous to the construction, operation or maintenance of said facilities. Grantee agrees that no building  
 or other structures will be placed over said facilities or within such proximity thereto as to interfere with or, in the opinion of  
 Grantee, threaten to interfere with the construction, operation or maintenance of said facilities. Nowise or a limited use of this  
 easement by Grantee shall prevent Grantee from later making use of the easement in the full extent therein authorized.

Where applicable, provisions and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument this 2nd day of NOVEMBER, 1988.  
 WITNESSES:

1. William L. Winter, Jr.  
William L. Winter  
Wilhelmine W. Winter  
Wm. L. Winter

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN  
 COUNTY OF OSHTAGO  
 I, WILLIAM L. WINTER, JR., being of legal age and sound mind, do hereby acknowledge that I have executed the foregoing instrument as acknowledged before me this 2nd day of NOVEMBER, 1988, by

Witnesses:  
William L. Winter, Jr.  
Wilhelmine W. Winter  
 My Commission Expires 5-18-91

OK - RR

ALSO EXCEPTING part of Lot 2, Assessor's Plat No. 98, as recorded in Liber 1B, Page 98, Oakland County Records and being part of Section 4, Town 2 North, Range 10 East, described as : Beginning at a point in the South line of South Boulevard, distant South 01 degrees 54 minutes 22 seconds West 50.68 feet and North 84 degrees 47 minutes 29 seconds West 299.05 feet from the Northeast corner of said Section 4; thence South 03 degrees 31 minutes 37 seconds West 248.01 feet measured [248.07 feet record]; thence South 14 degrees 35 minutes 31 seconds West 283.65 feet; thence North 87 degrees 51 minutes 51 seconds West 149.97 feet; thence North 22 degrees 05 minutes 28 seconds East 232.77 feet; thence South 87 degrees 51 minutes 14 seconds East 30.00 feet; thence North 02 degrees 09 minutes 01 seconds East 310.14 feet to the point on the South line of South Boulevard; thence South 87 degrees 50 minutes 59 seconds East 32.85 feet along the South line of South Boulevard to a set cut "++" in concrete; thence South 84 degrees 47 minutes 29 seconds East 74.90 feet continuing along the South line of South Boulevard to the point of beginning.

THE ABOVE PARCEL IS ALSO MORE PARTICULARLY DESCRIBED AS:

PARCEL "A"

PART OF LOT 2 OF ASSESSOR'S PLAT NO. 98, AS RECORDED IN LIBER 1B, PAGE 98, OAKLAND COUNTY RECORDS AND BEING PART OF SECTION 4, TOWN 2 NORTH, RANGE 10 EAST, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 4; THENCE S.00°39'49" E, 50.08 FEET; THENCE N.87°06'34" W., 50.00 FEET TO THE POINT OF BEGINNING; THENCE S.01°35'14" W. 511.80 FEET; THENCE S.89°49'04" W., 300.09 FEET; THENCE N.12°16'26" E., 283.65 FEET; THENCE N.01°12'32" E., 248.01 FEET; THENCE S.87°06'34" E., ALONG THE SOUTH LINE OF SOUTH BOULEVARD 249.65 FEET TO THE POINT OF BEGINNING. CONTAINING 135,725 SQUARE FEET OR 3.116 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TOGETHER WITH:

19-04-226-016

PARCEL "C"

PART OF LOT 2 OF ASSESSOR'S PLAT NO.98, AS RECORDED IN LIBER 1B PAGE 98, OAKLAND COUNTY RECORDS AND BEING PART OF SECTION 4, TOWN 2 NORTH, RANGE 10 EAST, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, THENCE S.00°39'49" E, 50.08 FEET TO A POINT ON THE SOUTH LINE OF SOUTH BOULEVARD; THENCE N.87°06'34" W. ALONG SAID SOUTH LINE 373.95 FEET; THENCE S.89°49'56" W. 32.85 FEET; THENCE S.00°10'04" E. 310.14 FEET; THENCE S.89°49'41" W. 30.00 FEET TO THE POINT OF BEGINNING; THENCE S.19°46'23" W., 252.77 FEET; THENCE S.55°52'08" W., 34.68 FEET; THENCE S.89°44'11" W., 733.98 FEET; THENCE 354.86 FEET ALONG A CURVE TO THE LEFT (RADIUS 13,645.50 FEET, CENTRAL ANGLE 01°29'24", CHORD BEARS N.50°57'19" W., 354.85 FEET); THENCE N.89°49'41" E., 637.28 FEET; THENCE N.00°10'19" W., 15.00 FEET; THENCE N.89°49'41" E., 479.80 FEET TO THE POINT OF BEGINNING. CONTAINING 215,643 SQUARE FEET OR 4.950 ACRES AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

19-04-226-014

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

Also, subject to two 20 foot wide water line easements, whose centerlines are described as: [1] Commencing at the intersection of the North line of Detroit Edison property line and the Northeasterly line of Grand Trunk Western Rail Road Right of Way; Thence along the north property line 249.85 feet to the POINT OF BEGINNING; Thence Southwesterly along a line making a southwesterly angle of 79°30'20" with the said northerly line of Detroit Edison's property to a point on the said northeasterly line of the Grand Trunk Western Rail Road Right of Way. [2] Commencing at the intersection of the North line of Detroit Edison property line and the Northeasterly line of Grand Trunk Western Rail Road Right of Way; Thence along the north property line 249.55 feet to a point; Thence Southwesterly along a line making a southwesterly angle of 79°30'20" with the said northerly line of Detroit Edison's property, 20 feet to the POINT OF BEGINNING; Thence southwesterly along a line making a southwesterly angle of 67°33'00" with the last described line extended southerly, to a point on the northwesterly line of the Grand Trunk Western Rail Road Right of Way.



*Economic Development &  
Enterprise Services*

General Motors Corporation  
Worldwide Real Estate  
Mail Code 482-838-C96  
200 Renaissance Center  
Detroit, MI 48265  
United States

*Transmitted Via Certified U.S. Mail, Return Receipt Requested*

May 16, 2007

Ms. Julie Cohen  
DTE Energy  
2000 2<sup>nd</sup> Avenue  
688 WCB  
Detroit, Michigan 48226

Re: Notice of Filing of Environmental Restrictive Covenant  
Pontiac Centerpoint Campus  
South Boulevard and Opdyke Road  
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.


A title search for the Property indicates that DTE Energy, formerly Detroit Edison Company, holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the documents evidencing such interest, which are recorded at Liber 3 Page 525, Liber 3 Page 526, Liber 5 Page 6, Liber 70 Page 15, Liber 385 Page 93, Liber 862 Page 398, Liber 1574 Page 55, Liber 2851 Page 68, Liber 3431 Pages 356 and 357, Liber 4266 Page 188, Liber 6520 Page 112, Liber 9355 Page 138, Liber 10571 Page 289, Liber 15758 Page 119, Liber 17163 Page 581, Liber 19640 Page 595, Liber 20242 Page 630, and Liber 25457 Page 473, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

GENERAL MOTORS CORPORATION,  
a Delaware corporation

By: 

Name: DERRA HOMIC HOGE  
Title: DIRECTOR  
WORLDWIDE REAL ESTATE

Attachments

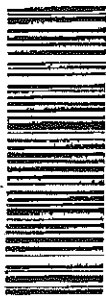
cc: Dan Pafulski, United States Environmental Protection Agency  
Holly A. Milewski, General Motors - WRE  
Anthony Thrubis, Esq. General Motors – Legal Staff  
Jean Caufield, General Motors - WFG  
Jeanne Piercey, Conestoga Rovers & Associates

WRE0044



General Motors Corporation  
Warrenville Real Estate  
Mail Code 482-839-0396  
200 GM Renaissance Center  
PO Box 200  
Detroit, MI 48265-2000

CERTIFIED MAIL



7002 2030 0000 9401 6576  
7002 2030 0000 9401 6576

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**OFFICIAL USE**

Postage	6	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	6	

Send To  
**DTE Energy**  
 2000 2<sup>nd</sup> Avenue  
 688 WCB  
 Detroit, MI 48226  
 Attn: Ms. Julie Cohen

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
 Print your name and address on the reverse so that we can return this card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed To:  
**DTE Energy**  
**2000 2<sup>nd</sup> Avenue**  
**688 WCB**  
**Detroit, MI 48226**  
**Attn: Ms. Julie Cohen**

2. Article Number (transfer from service label)  
**7002 2030 0000 9401 6576**

3. Service Type  
 Certified Mail  
 Registered  
 Insured Mail  
 Express Mail  
 Return Receipt for Merchandise  
 C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes  No

5. Date of Delivery

6. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

7. Signature  
 Agent  
 Addressee

8. Received by (Printed Name)

9. Date of Delivery

10. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

11. Article Addressed To:  
**DTE Energy**  
**2000 2<sup>nd</sup> Avenue**  
**688 WCB**  
**Detroit, MI 48226**  
**Attn: Ms. Julie Cohen**

12. Article Number (transfer from service label)  
**7002 2030 0000 9401 6576**

13. Form 3871, August 2001  
**5-18-07**

Domestic Return Receipt  
 102592-02-00-1840

Attachment A  
(See Attachment 2 for Restrictive Covenant)

Attachment B



3740-525983  
South Bloomfield Highland  
Co. of Pontiac, O C, M  
And  
The Detroit Edison Co.  
a corp

Agreement \$1.00  
May 29, 1919  
May 29, 1919  
July 10, 1919

Grants: The rt, priv and auth to construct, operate and maintain, during the corp existense of sd 2nd pty, its lines for electric light and power, including the necessary poles, towers, wires and fixtures upon, over and across the property which they own, or in which they have an int, in the Twp of Bloomfield, C of O, and S of M, the route of sd line being as folls: Starting at a point 5 ft E of the SW cor of the South Bloomfield Highland Co. property, located on E side of

Over

7453

(Cable from East Michigan  
Ground Bank 1212 at 9:00 AM  
Circuit 11 11 11 11 11)

3740-525983  
South Bloomfield Highland  
Co. of Pontiac, O C, M  
And  
The Detroit Edison Co.  
a corp

B2  
#7

312 R-5264578 (Blom) 24 [1919] (1126-375)

Between	Agreement \$1.00
Harman Arts and	June 6, 1919
Mendina Arts, his wife and	June 6, 1919 and
Town and Country Land Co.	June 24, 1919
a Corp of N. D. & C. Co.	July 10, 1919
And	
The Detroit Edison Co.	
a corp	

Grants: The pt, priv and auth to construct, operate, and maintain, during the corporate existence of sd 2nd pt, its lines for electric light and power, including the necessary poles, towers, wires and fixtures upon, over, and across the prop which they own, or in which they have an int, in the Twp of Bloomfield, E of O, and S of N, or all the SE<sup>1</sup> of Sec 3, T. 2, N. R 10 E, lying N and E of

(over)

19.25,  
26

Bloomfield

5 M. R. 6

✓  
24510

Alfred Howland and Nellie Howland, <i>his &amp; hers</i>	R. of W. Agreement \$1.00 & o.v.cs.
To -	Mar. 16, 1923.
The Detroit Edison Company, its succs and assigns.	Mar. 16, 1923. May 14, 1923.

C

Permission to construct, operate and maintain during its corporate life, its lines for electric light and power, including the necessary towers, fixtures, wires and equipment, and including also the right to trim any trees along sd lines, so as to keep the wires clear by at least 12 ft, upon, over and across my prop located in Bloomfield Twp, Co of C, S of Mich, and des'd as fols:  
That pt of the NW  $\frac{1}{4}$  of Sec 3. T 2 N, R 10 E, bounded as fols: On the N by South Blvd, on the  
over

12 A.P. 110 C & P (52-20) C 15-170 TO MR 13-17  
 ✓ 1, 2, 3 A.P. 98 C & P (13-A-98) C 15-174

25, 27  
 26, 27  
 28, 29

Huron Farms Co,  
 a Mich Corp,  
 To  
 The Detroit Edison Co,  
 a N Y Corp, authorized to  
 do & doing business in Mich

Rt of Way 81. & o v es  
 Aug 28, 1941  
 Sept 2, 1941

1st pty grants permission to 2nd pty, its suces & assigns,  
 to construct, operate & maintain lines for electric light power,  
 including the nec towers, fixtures, wires & equipment, & including  
 also the rt to cut or trim any trees alg sd lines, which would fall  
 or threaten to fall into the wires, upon, over & across prop located  
 in Bloomfield Township (now City of Pon), O C, M; & des as fols:

That pt of the N<sub>2</sub> of the NE<sub>4</sub> of Sec 4 & that pt of the W<sub>2</sub> of the  
 NW<sub>4</sub> of the NW<sub>4</sub> of Sec 3 bounded & des as fols:  
 Beg at a point on S line of South Boulevard (100 ft wide) 23 ft  
 W of the intersection of S line of South Boulevard and the line  
 bet Secs 33 & 34 (in Pontiac Twp) extended Sly; th S 87° 50' 59" E  
 33 ft; th S 84° 47' 29" E 373.95 ft; th S 8° 34' 31" W 10.01 ft;  
 th S 85° 3' 14" E, 80.50 ft; th S 2° 05' 16" W 269.93 ft;  
 th S 85° 03' 14" E 300.36 ft; th S 2° 05' 18" W 100.05 ft;  
 th N 85° 23' 14" W 392.54 ft; th S 3° 54' 18" W 194.00 ft;  
 th S 82° 30' 18" W 246.23 ft to the Ely rt of way line of the  
 Detroit, Grand Haven and Milwaukee Railway Co; th NWly alg sd  
 Ely rt of way line of the Detroit, Grand Haven & Milwaukee Railway Co  
 1078.9 ft; th S 87° 51' 14" E 1164.28 ft; th Nly to point of beg.

The route of the lines shall be as fols: Beg at a point on  
 the E line of sd ld 412.5 ft S of cen line of South Boulevard;  
 th Wly & parallel to sd cen line 1110 ft; th NWly 780 ft to a point  
 on Detroit, Grand Haven & Milwaukee Railway Co Ely rt of way line  
 384 ft S of sd cen line of South Boulevard, measured at rt angles  
 to sd cen line.

Sgd & ackd by P. J. Savage, V P, & A. D. Spencer, Sec.  
 Exec auth Bd Dirs. Corp S of Huron Farms Co, Det, M.  
 (Accepted) The Detroit Edison Co.  
 By T. L. Hinks,  
 Right-of-Way Agent.  
 (No Corp S)

70 MR-15

28978

8  
 10.01  
 269.93  
 100.05  
 379.99  
 33  
 412.91

E  
 80.50  
 300.36  
 380.86

385

14,  
25,  
26  
27  
28

seller, the assignee or grantee shall succeed to all the rights and liabilities of the buyer, and the provisions of this contract with reference to the sickness of and notice to the buyer, shall be taken and held to refer only to the sickness of and notice to such assignee or grantee, according to the terms of the assignment and consent hereto attached.

Ninth: Separate and apart from the weekly payments provided for herein, the buyer agrees to pay to the seller during the months of May and November of each year, for a period of three years, the sum of \$1, the same to go into an improvement fund to be expended in keeping said allotment cleared of grass, weeds and underbrush and in good appearance.

Tenth: The deed provided for herein shall contain a clause prohibiting for fifty years from the date hereof the sale of intoxicating liquors on the premises, and a clause providing that no dwelling shall be erected thereon to cost less than \$1,200.00 and any portion thereof closer than 22 feet from the front property line.

Executed in duplicate this 22nd day of June 1918.

Emily H. Collins.

By (Signed) J. C. Ivins  
Her Attorney in fact.

(Signed) Wm. J. Lasenby  
Buyer.

Assignment

1/4/23, 192

For value received, I hereby assign and transfer to Deborah J. Schieferstein of----- all my right, title and interest in and to the foregoing contract.

(Sgd) Wm. J. Lasenby

I hereby accept the above assignment of the foregoing contract and accept all the conditions and assume all the obligations of the same, and direct that notice be addressed to me at -----

(sgd) Deborah J. Schieferstein

Assignment

1/5/23, 192

For value received, I hereby assign and transfer to Wm. J. Lasenby & May Lasenby, his wife all my right, title and interest in and to the foregoing contract.

(sgd) Deborah J. Schieferstein.

U.S.I.R.  
50¢  
U.T. Co  
1/24/23

Certificate of taxes presented as required by law.

Lucile Avery, Register of Deeds.

Received for record Apr. 4, 1923 at 10:30 o'clock A. M.

Lucile Avery, Register of Deeds.

Henry Harnack and wife

Right of Way Agreement

to

The Detroit Edison Company

This Indenture, Made this 22 day of March in the year of our Lord one thousand nine hundred and twenty-three, by and between Henry Harnack and Ricka Harnack, his wife, both of the City of Pontiac, Oakland County, Michigan, parties of the first part, and The Detroit Edison Company, of Detroit, Michigan, party of the second part,

B2  
#7

THIS INSTRUMENT made this 11th day of November in the year of our Lord one thousand nine hundred and thirty, between THE DETROIT EDISON COMPANY, a corporation of the City of Detroit, County of Wayne, State of Michigan, party of the first part and the GRAND TRUNK WESTERN RAILROAD COMPANY, a corporation, of the City of Detroit, County of Wayne, State of Michigan, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the said party of the second part, receipt whereof is hereby confessed and acknowledged, does, by these presents, grant, bargain, sell, remise, release and forever QUIT CLAIM unto said party of the second part, and to its successors and assigns, forever, all rights, privileges and authority to construct, operate and maintain its lines for electric light and power including the necessary poles, towers, wires and electric fixtures upon, over and across the property hereinafter described in the Township of Bloomfield, County of Oakland, State of Michigan, or

All the southeast  $\frac{1}{4}$  of Section Three (3), Town Two (2) North Range Ten (10) East, lying north and east of the Grand Trunk Railway, in said Township, comprising 120 acres more or less. Route of said line of poles: Starting at a point on the north side of the Square Lake Road and the Grand Trunk Railway and five (5) feet east of the east fence line, of said Grand Trunk Railway right-of-way, thence northwesterly and paralleling the said Grand Trunk Railway to the southwest corner of the South Bloomfield Land Company's property.

it being the intent hereof to surrender, transfer and convey to the party of the second part all of the rights, privileges and authority acquired by party of the first part under and by virtue of an agreement entered into on the 6th day of June, A.D. 1919, by and between Herman Arts and Hendrina Arts, his wife, and Town and Country Land Company, a corporation of Oakland County, Michigan, first party, and The Detroit Edison Company, a corporation, second party, said agreement being recorded on July 10, 1919, in Liber 3, page 526-527, Oakland County records.

1574-55

(LIBER 529 PAGE 456)

LIBER 529 PAGE 456

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THIS INDENTURE, made this 31st day of August in the year of our Lord one thousand nine hundred forty-three Between HURON FARMS COMPANY a corporation organized and existing under and by virtue of the laws of the State of Michigan, with its principal office at 2000 Second Avenue, Detroit, Michigan, party of the first part, and THE DETROIT EDISON COMPANY, a New York Corporation, authorized to do and doing business in Michigan with principal Michigan office at 2000 Second Avenue, Detroit, Michigan, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, and forever QUIT-CLAIM unto the said party of the second part, and to its successors and assigns, Forever, all those certain pieces or parcels of Land, situated in the Counties of Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne, and State of Michigan, known and described as follows, to-wit:

MACOMB COUNTY

Parcel No. 1. All that certain piece or parcel of land situate and being in the City of Utica, County of Macomb and State of Michigan, and described as follows, to-wit:

Commencing at the intersection of the Township line between Townships of Shelby and Sterling and the Michigan Central Railroad, on the west line of said railroad, thence running southerly along the west line of said railroad to the center of Pontiac Street in the Village (now City) of Utica, thence northwesterly along the center line of said Pontiac Street to the said Township line, thence east on said Township line to the place of beginning; being also described as

Lot numbered two (2) Assessor's Plat #6, a subdivision of part of S. 1/2 Sec. 33 T. 3 N., R. 12 E. and part of N. 1/2 of Sec. 4 T. 2 N., R. 12 E., City of Utica, Macomb County, Michigan, as recorded in Liber 14 of plate, pages 10 and 11, Macomb County Records.

Subject, however, to right of way granted by Huron Farms Company to The Detroit Edison Company on October 30, 1935 and recorded in Liber 374 of Deeds on page 635, Macomb County Records.

Parcel No. 2. All that certain piece or parcel of land situate and being in the Township of Winton, County of Macomb, and State of Michigan, and described as follows, to-wit:

Beginning at the southeast intersection of the side lines of North Walnut Street and John Street (formerly called Front Street) or the East Main Road, running thence westerly along the southerly line of North Walnut Street sixty (60) feet; thence southeasterly at right angles to North Walnut Street to the western line of John Street, a

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LIBER 2851 PAGE 68  
LIMITED WARRANTY DEED

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THIS INDENTURE, made this 12th day of December in the year of our Lord One thousand nine hundred and fifty-one, between THE DETROIT EDISON COMPANY, a New York corporation with offices at 2000 Second Avenue, Detroit 26, Michigan, hereinafter referred to as "EDISON," and WILLARD CONVOY COMPANY, a Michigan corporation of 586 South Boulevard, Pontiac, Michigan, hereinafter referred to as "WILLARD,"

WITNESSETH:

THAT, EDISON, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by WILLARD, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, mortgaged, released, aliened and confirmed, and by these presents does grant, bargain, sell, mortgage, release, alien and confirm unto WILLARD, and to its successors and assigns forever, all that certain piece or parcel of land in the City of Pontiac, County of Oakland and State of Michigan, more particularly described as follows:

Part of the Northwest quarter of the Northwest quarter of Section 3 and the Northeast quarter of Section 4, Town 2 North, Range 10 East described as:  
Commencing at the intersection of the south line of South Boulevard (100 feet wide) and the line between Sections 31 and 32, Pontiac township, extended southerly; thence South 84°47'29" East along the said south line of South Boulevard 323.89 feet to an iron at the point of beginning; thence South 3°54'16" West, 511.80 feet to an iron; thence North 87°51'14" West, 450.0 feet to an iron; thence South 2°09'01" West, 349.84 feet to an iron; thence North 62°30'18" East, 573.93 feet to a point; thence North 3°54'16" East, 194.0 feet to an iron; thence South 85°23'14" East, 392.54 feet to an iron; thence North 2°05'16" East, 100.03 feet to an iron; thence North 85°03'14" West, 300.36 feet to an iron; thence North 2°05'16" East, 269.93 feet to an iron in the south line of South Boulevard; thence North 85°03'14" West along said south line of South Boulevard, 80.5 feet to an iron; thence North 3°54'31" East, 10.01 feet to an iron; thence North 84°47'29" West along said South line of South Boulevard, 50.0 feet to the point of beginning.

Excepting and reserving, however, to Edison, its successors and assigns, an easement upon, over and across the above described premises for the purposes of operating, maintaining, constructing and reconstructing its lines for the distribution and transmission of electricity as presently located on the property, including the necessary tower, fixtures, wires and equipment. The location of said lines and tower being shown in red on Detroit Edison Topographical Map entitled "Blanchfield Station," attached hereto and made a part hereof.

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Reports to be a portion of Lot 2 of Assessors Plat No. 94 recorded in Liber 1 B of Assessors Plats on Page 94 and a portion of Lot 3 of Assessors Plat No. 110 recorded in Liber 52 of Plats Page 26 Oakland County Records.

AK-1952 P112631

RECORDED IN LIBER 2851 PAGE 68  
OAKLAND COUNTY RECORDS  
DEC 19 1951

DOCUMENT IS OF POOR QUALITY  
WILL NOT REPRODUCE

Oakland County Micrographics



WJP:SG(12)  
10/21/55

LIBER 3431 PAGE 356

WARRANTY DEED

2-10  
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KNOW ALL MEN BY THESE PRESENTS: That WILLARD CONVOY COMPANY, a Michigan corporation, conveys and warrants to FLEET CARRIER CORPORATION, a New York corporation, whose street number and Post Office address is 586 South Boulevard, East, Pontiac, Michigan, the following described premises situated in the City of Pontiac, County of Oakland, and State of Michigan, to-wit:

PARCEL No. 1:

"All that certain piece or parcel of land, situate and being in the City of Pontiac, County of Oakland and State of Michigan, known and described as follows, to-wit:

Commencing at the Northwest Corner of Section 3, thence Easterly along the North line of Section Three Hundred Seventy-Nine and Seventy-Five One Hundredths (379.75) feet to a point, being the point of beginning; thence South 2° 5' 25" West Three Hundred Thirty (330) feet to a point; thence West along a line parallel to the North Section line of Section 3 to a point, being at the intersection of a line which is one hundred fifty (150) feet Westerly and parallel to the East line of parcel hereby conveyed; thence Northerly on a line which is one hundred fifty (150) feet Westerly of and parallel to the East line of the parcel hereby conveyed to the North line of Section 3; thence Easterly along the North line of Section 3 to point of beginning; excepting rights of the public in South Boulevard so-called."

1955 NOV 1 PM 3 49

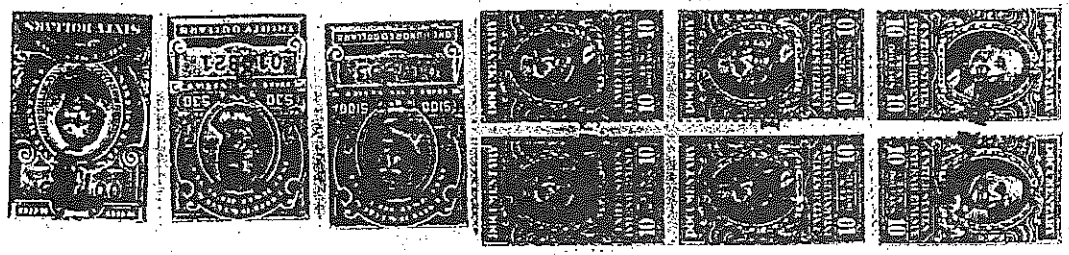
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OAKLAND COUNTY RECORDS  
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Nov 1, 1955 23431 P. 356-360

PARCEL No. 2:

"All that certain piece or parcel of land, situate and being in the City of Pontiac, County of Oakland and State of Michigan, and described as follows, to-wit:

Lot Numbered FORTY-ONE (41) of OAKLAWN FARMS SUBDIVISION of part of the South 1/2 of Section 34, Town 3 North, Range 10 east, Township of Pontiac, Oakland County, Michigan, according to the recorded plat thereof as recorded in Liber 20 of Plats at Page 23 Oakland County Register of Deeds Office."



LEFF 3431 PAGE 357

PARCEL No. 3:

"All that certain piece or parcel of land in the City of Pontiac, County of Oakland and State of Michigan, more particularly described as follows:

Part of the Northwest quarter of the Northwest quarter of Section 3 and the Northeast quarter of Section 4, Town 2 North, Range 10 East, described as:

Commencing at the intersection of the south line of South Boulevard (100 feet wide) and the line between Sections 33 and 34, Pontiac Township, extended southerly; thence South 84° 47' 29" East along the said south line of South Boulevard 323.80 feet to an iron at the point of beginning; thence South 3° 54' 16" West, 511.80 feet to an iron; thence North 87° 51' 14" West, 450.0 feet to an iron; thence South 2° 09' 01" West, 349.84 feet to an iron; thence North 62° 30' 16" East, 573.93 feet to a point; thence North 3° 54' 16" East, 194.0 feet to an iron; thence South 85° 23' 14" East, 392.54 feet to an iron; thence North 2° 05' 16" East, 100.05 feet to an iron; thence North 85° 03' 14" West, 300.36 feet to an iron; thence North 2° 05' 16" East, 269.93 feet to an iron in the south line of South Boulevard; thence North 85° 03' 14" West along said south line of South Boulevard, 80.5 feet to an iron; thence North 3° 54' 31" East, 10.01 feet to an iron; thence North 84° 47' 29" West along said South line of South Boulevard, 50.0 feet to the point of beginning.

Excepting and reserving, however, to Edison, its successors and assigns, an Easement upon, over and across the above described premises for the purposes of operating, maintaining, constructing and reconstructing its lines for the distribution and transmission of electricity as presently located on the property, including the necessary tower, fixtures, wires and equipment. The location of said lines and tower being shown in red on Detroit Edison Topographical Map entitled "Bloomfield Station," attached hereto and made a part hereof.

Provided always, and this conveyance is made on the following express conditions:

1. Grantee, its assigns or successors, shall not erect any buildings within fifty (50) feet of the centerline of the steel tower transmission lines now existing upon said land, the centerline of said transmission lines being shown in red on The Detroit Edison Topographical Map entitled "Bloomfield Station," attached hereto and made a part hereof.

2. Grantee, its assigns or successors, shall not store or place any automobile, truck or piece of equipment, or any combination of such equipment,

Parcels 1, 2 & 3 herein described, appear to be a portion of Lot No. 2 of Assessors Plat No. 98, recorded in Liber 112 of Assessors Plats of Page 98, and a portion of Lot No. 3 of Assessors Plat No. 110 recorded in Liber 92 of Plats on Page 26, Oakland County Records.

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OAKLAND COUNTY TREASURER'S OFFICE  
COUNTY CLERK  
CHARLES A. ...  
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Charles A. ...  
No. 123, Act 206, 1904

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THIS INSTRUMENT made this 21st day of December, 1961, between THE DETROIT EDISON COMPANY, a New York Corporation, party of the first part, and FLEET CARLIER CORPORATION, a New York Corporation, 386 South Boulevard, Pontiac, Michigan, party of the second part.

Witnesseth, that said party of the first part for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to it in hand paid, by said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, conveyed, sold, released, retained, aliened and confirmed, and by these presents does grant, bargain, sell, release, alien, release and confirm unto the party of the second part, and to its successors and assigns forever, all of that certain piece or parcel of land situate, lying, and being in the City of Pontiac, County of Oakland and State of Michigan, known and described as follows to-wit:

That part of the Northeast 1/4 of Section 4, Town 2 North, Range 10 East, described as:

Commencing at the intersection of the south line of South Boulevard and the line between Sections 31 and 36, Pontiac Township, extended southerly; thence South 84°47'29" East along the said south line of South Boulevard, 323.60 feet to an iron; thence South 3°56'16" West, 311.80 feet to an iron; thence north 87°51'14" West, 450.0 feet to an iron; thence South 2°09'01" West, 19.32 feet to an iron and the point of beginning; thence continuing South 2°09'01" West, 330.52 feet to an iron at the southwestly corner of said conveyed Co. Millard Convey Company by The Detroit Edison Company, by deed dated December 12, 1951, and recorded in Liber 1851, Page 68, Oakland County Records; thence South 62°30'16" West, 273.30 feet to a monument in the northeasterly right of way line of the Grand Trunk Railroad; thence northeasterly along said right of way line of the Grand Trunk Railroad, on a curve to the left, said curve having a radius of 13,565.5 feet and a central angle of 2°56'02", a chord distance of 701.30 feet and bearing north 44°19'59" West to a monument; thence South 87°56'44" East, 762.75 feet to the point of beginning.

Now purports to be a portion of Lot 2 of Assessment Plat No. 98 recorded in Liber 19 of Assessment Plats on Page 98, Oakland County Records.

Together with all and singular the hereditaments and appurtenances thereto in anywise appertaining; and the reversion or reversions, remainder or remainders, issues and benefits thereof; and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part either by law or equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances; subject to restrictions upon the use of said premises of record, if any; and the Zoning Ordinance of the City of Pontiac, if any.

Witness my hand and seal of the City of Pontiac, Michigan, this 21st day of December, 1961.

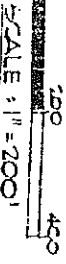
JAN 17 1962

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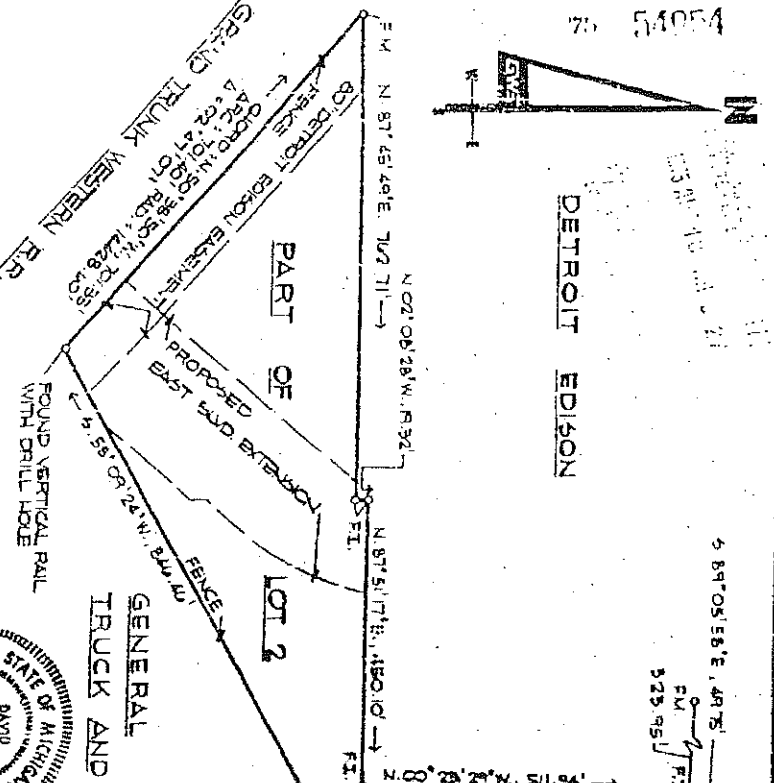
188-195

RECORDED IN LIBER 4266 PAGE 188

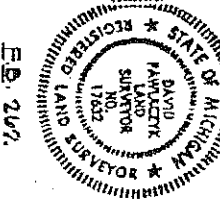
75 54054



DETROIT EDISON



GENERAL  
TRUCK AND  
MOTOR &  
COACH



E.B. 202

**BOUNDARY SURVEY**  
LOT 3, ASSESSOR'S PLAT # 110  
OF LOT 2, ASSESSOR'S PLAT # 110  
CITY OF PONTIAC  
OAKLAND CO. MICH.

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Official Website  
7733  
PONTIAC, MI 48133

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AGREEMENT, made this 4th day of March, A.D. 1986, between GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, as Licensor, and DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan 48226, and MICHIGAN BELL TELEPHONE COMPANY, 1565 Cass Avenue, Detroit, Michigan 48226, as Licensees,

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W I T N E S S E T H:

Licensor is owner in fee of certain real estate in the Southeast 1/4 of the Southeast 1/4, Section 3, Bloomfield Township, Oakland County, Michigan, and (See attached Appendix "A" for complete legal description)

Licensees desire to construct overground and underground lines for electrical and communication service, including the necessary poles, guy wires, anchors, conduits, cables, manholes, transformers and equipment over, under, or on and across Licensor's premises located in the City of Pontiac, Oakland County, Michigan, as indicated on DETROIT EDISON COMPANY Drawing RW 8101, dated October 25, 1985, attached hereto and made a part hereof for reference, along with full right of ingress and egress upon the premises by Licensees or their agents, employes, and contractors, to construct, re-construct, repair, operate and maintain the subject line facilities as well as to trim or cut down any trees which in Licensee's opinion interfere or threaten to interfere with subject line facilities. Subject overground and underground lines to be located in accordance with the attached drawings and the respective licensed premises thereunder shall be 12 feet wide each, as shown in attached Drawing RW 8101.

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[Signature]

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EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES

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

\$ 51.00 MISCELLANEOUS RECORDING  
\$ 2.00 MONUMENTATION  
19 OCT 95 1:52 P.M. RECEIPT# 1568  
PAID RECORDED - OAKLAND COUNTY  
LYNN D. ALLEN, CLERK/REGISTRAR OF DEEDS

WITNESSETH:

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

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

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O.K. - J.S.

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UNDERGROUND UTILITY LICENSE

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THIS INDENTURE, made this 20th day of July, 1988, between GENERAL MOTORS CORPORATION, a Delaware Corporation, having a principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, herein called "LICENSOR" and THE DETROIT EDISON COMPANY, a Michigan Corporation, with principal offices located at 2000 Second Avenue, Detroit, Michigan, herein called "LICENSEE".

LICENSOR, in consideration of One or More Dollars [\$1.00] lawful money of the United States, and other good and valuable consideration paid by the LICENSEE, does hereby grant and release unto the LICENSEE, its successors and assigns, a license to enter upon the lands hereinafter described, and to construct, reconstruct, repair, operate, maintain, replace, relocate and remove an underground electric power line or lines, with all necessary poles, conduits, wires, cables, manholes, transformers and accessories, including any guy wires, stubs, anchors and brace poles and such other facilities and equipment as LICENSEE may deem necessary (all collectively referred to as the "ELECTRIC LINES"), for the transmission and distribution of electrical energy, through, upon, over, along, under and across the following described real estate, owned by LICENSOR, situated in the City of Pontiac, County of Oakland, State of Michigan, (and more particularly shown on the attached drawing U1-1-3419 which is made a part hereof), to wit:

DEED

That part of the NE 1/4 of Sec 3, T2N, R10E, Assessor's Plat No. 110, Lot 11, Also part of Sec 3, All being desc as beg at point distant S. 29 degrees 52'40" W. 1893.92 ft., & S. 01 degree 16'51" W. 60.02 ft. from NE Sec corner, th S. 01 degree 16'51" W. 3163.67 ft. to E & W 1/4 line, th S.01 degree 16'51" W. 752.80 ft., th along curve concave easterly, rad 955.37 ft. chord bears S. 17 degrees 00'13" E. 599.47 ft. dist of 609.76 ft. th

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*[Handwritten signature]*

[GM18.001]

Page 1

19-03-126-005-NE 1/4 Sec 3 and Lot 11

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**EASEMENT FOR GENERAL PURPOSE ELECTRIC SUBSTATION  
AND ELECTRIC LINES**

THIS EASEMENT AGREEMENT is made on May 10, 1996, by  
GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address  
at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as  
Grantor, and THE DETROIT EDISON COMPANY, a Michigan Corporation, with its  
principal address at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred  
to as Grantee,

135.00 MISCELLANEOUS RECORDING  
2.00 REPERCUSSION  
28 APR 77 11:37 AM RECEIPTS 108  
PAID RECORDED - OAKLAND COUNTY  
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

**WITNESSETH:**

Grantor is the owner of a parcel of property ("Easement Area") located in the City of  
Pontiac, County of Oakland, and State of Michigan, as shown on the attached Exhibit "A"  
and described as follows:

**WHEELER SUBSTATION**

Part of the East 1/2 of Section 3, Town 2 North, Range 10  
East, City of Pontiac, Oakland County, Michigan, described  
as commencing at the Northeast corner of Section 3; Thence  
due West, 1893.92 feet along the North line of Section 3;  
Thence South 01 degree 24 minutes 11 seconds West,  
1475.13 feet along the Easterly line of the old Grand Trunk  
Western Railroad Right of Way; Thence North 87 degrees 22  
minutes 57 seconds West, 7.69 feet to the point of beginning;  
Thence South 02 degrees 37 minutes 03 seconds West,  
121.87 feet; Thence North 87 degrees 22 minutes 57  
seconds West, 103.71 feet; Thence South 02 degrees 37  
minutes 03 seconds West, 61.47 feet; Thence North 87  
degrees 22 minutes 57 seconds West, 62.35 feet; Thence  
North 02 degrees 37 minutes 03 seconds East, 57.06 feet;  
Thence North 87 degrees 22 minutes 57 seconds West,  
90.00 feet; Thence North 02 degrees 37 minutes 03 seconds  
East, 126.28 feet; Thence South 87 degrees 22 minutes 57

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O.K. - J.S.



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L. WILLIAM SMITH, CLERK/REGISTRAR OF DEEDS

AMENDMENT TO EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES

THIS AMENDMENT TO EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES, hereinafter referred to as "Amendment to Easement", made this 20th day of November 1990 between GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as "Grantor" and THE DETROIT EDISON COMPANY, a Michigan corporation, with its principal address at 2000 Second Avenue, Detroit, Michigan 48225, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS Grantor and Grantee entered into that certain Easement Agreement entitled "Easement for Overhead and Underground Electric Wires", dated September 15, 1986 and recorded on October 19, 1986 in Liber 15758, Pages 119 - 141, Oakland County Records, hereinafter referred to as the "Easement", and

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WHEREAS Grantee is the owner of a parcel of property, hereinafter referred to as the "Additional Easement Area", located in the City of Pontiac, County of Oakland and State of Michigan, as shown on the attached Exhibit "A" and described as follows:

Lots 358 and 359 and parts of Lots 232, 233 and 380 and parts of vacated Ferry Avenue and part of a vacated public alley, all being part of "South Park", a subdivision of part of

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11-20-90

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LIBER 20242PG630

245695

LIBER 20242 PAGE 630  
\$27.00 MISC RECORDING  
\$2.00 REINDEXATION  
07/09/1999 09:48:14 A.M. RECEIPT# 51818  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CROBELL, CLERK/REGISTER OF DEEDS

**OVERHEAD AND UNDERGROUND TRANSMISSION LINE EASEMENT (RIGHT OF WAY)**

On September 24, 1998, for the consideration of system betterment, Grantor grants to Grantee a permanent exclusive overhead and underground transmission line easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

**"Grantor" is:**

City of Pontiac, a Michigan Municipal Corporation, 450 Wide Track Drive East, Pontiac, Michigan 48342

**"Grantee" is:**

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48228

**"Grantor's Land" is in City of Pontiac, Oakland County, Michigan described as:**

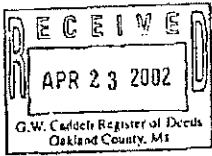
See Attachment A

**The "Right of Way Area" is a part of Grantor's Land described as follows:**

90 foot wide Transmission Line Easement "B", and 90 foot wide Transmission Line Easement "D" shown and more particularly described in attachment B which is made a part of this easement.

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead and underground electric transmission line facilities consisting of towers, wood or steel poles, H-frames, wires, conduits, cables, manholes, and fixtures. The transmission facilities may include telecommunication medium for the use of Grantee ~~as shown on attachment A~~ *SP (10) 2*
2. **Access:** Grantee has the right of access to and from the Right of Way Area.
3. **Buildings or other Permanent Structures:** No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.
4. **Trees, Bushes, Branches or Roots:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.
5. **Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land, buildings, fences or crops while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition, or at Grantee's option reimburse Grantor for any damage sustained by Grantor.
6. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns. *lit*
7. **Indemnification:** Grantee shall defend, indemnify, protect, and save harmless Grantor, its officers, directors, and employees from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including reasonable attorney's fees and disbursements that (1) arise or are in connection with the Easement granted hereunder for the Easement Area or any portion thereof; or (2) arise from or in connection with any act or omission of Grantee or grantee's agents, employees, contractors, subcontractors, licensees, invitees, or others who are present as a specific result of this Easement Agreement for or on behalf of Grantee; or (3) result from any default of this Easement Agreement of any provision hereof by Grantee; or (4) result from the presence of Grantee's property or equipment on the Easement Agreement, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Easement Agreement, excepting from this agreement to indemnify the Grantor any claims, actions, suits, damages, liabilities, cost and expenses caused by the sole negligence of the Grantor, its officers, directors, agents and employees. Grantee's obligations under this

*E.K. - LG*



LIBER 25457 PG 473

183057  
LIBER 25457 PAGE 473  
\$29.00 REC. RECORDING  
\$2.00 REINSTATEMENT  
04/23/2002 01:30:48 P.M. RECEIPT: 35732  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CADDELL, CLERK/REGISTRAR OF DEEDS

SECOND AMENDMENT TO EASEMENT FOR OVERHEAD AND UNDERGROUND  
ELECTRIC WIRES

THIS SECOND AMENDMENT TO EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES, hereinafter referred to as "Second Amendment to Easement", made this 19<sup>th</sup> day of OCTOBER, 2000 between GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as "Grantor", and THE DETROIT EDISON COMPANY, a Michigan corporation, with its principal address at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS Grantor and Grantee entered into that certain Easement Agreement entitled "Easement for Overhead and Underground Electric Wires", dated September 15, 1995 and recorded on October 19, 1995 in Liber 15758, Pages 119 - 141, Oakland County Records, hereinafter referred to as the "Easement Agreement"; and

N-092743 J.V.

WHEREAS Grantor and Grantee amended the Easement Agreement by that certain Amendment to Easement entitled "Amendment to Easement for Overhead and Underground Electric Wires", dated November 20, 1998 and recorded on March 5, 1999 in Liber 18640, Pages 595 - 600, Oakland County Records, hereinafter referred to as the "Amendment to Easement"; and

OK-G.K.

31



Economic Development &  
Enterprise Services

General Motors Corporation  
Worldwide Real Estate  
Mail Code 482-B38-C96  
200 Renaissance Center  
Detroit, MI 48265  
United States

*Transmitted Via Certified U.S. Mail, Return Receipt Requested*

May 16, 2007

Ms. Julie Cohen  
DTE Energy  
2000 2<sup>nd</sup> Avenue  
688 WCB  
Detroit, Michigan 48226

Re: Notice of Filing of Environmental Restrictive Covenant  
Pontiac Centerpoint Campus -- J-Lot  
South Boulevard and Opdyke Road  
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was recorded with the Oakland County Register of Deeds on May 10, 2007 as Liber 39117 Pages 191 to 202.

A title search for the Property indicates that DTE Energy, formerly Detroit Edison Company, holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the document evidencing such interest, which is recorded at Liber 15423 Page 860, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; and (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as

Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 2 of the Restrictive Covenant for a further description of these land uses). In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

*AMM*  
*5-17-07*  
GENERAL MOTORS CORPORATION,  
a Delaware corporation

By: 

Name:

SABINA ROMIG HOGE

Title:

DIRECTOR

WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency  
Holly A. Milewski, General Motors - WRE  
Anthony Thrubis, Esq. General Motors – Legal Staff  
Jean Caufield, General Motors - WFG  
Jeanne Piercey, Conestoga Rovers & Associates



General Motors Corporation  
Worldwide Real Estate  
Mail Code 482-838-556  
200 GM Renaissance Center  
PO Box 200  
Detroit, MI 48265-2000

CERTIFIED MAIL



7002 2030 0000 9401 6576  
7002 2030 0000 9401 6576

**U.S. Postal Service<sup>SM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$	Postmark None
Certified Fee		
Return Receipt Fee (Government Required)		
Restricted Delivery Fee (Government Required)		
Total Postage & Fees		\$
Send To		
DTE Energy		
2000 2 <sup>nd</sup> Avenue		
688 WCB		
Detroit, MI 48226		
Attn: Ms. Julie Cohen		

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<p>1. Article Addressed to:</p> <p>DTE Energy 2000 2<sup>nd</sup> Avenue 688 WCB Detroit, MI 48226 Attn: Ms. Julie Cohen</p>		<p>A. Signature</p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>2. Article Number (Required from service label)</p> <p>7002 2030 0000 9401 6576</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	
<p>3. Article Addressed to:</p> <p>DTE Energy 2000 2<sup>nd</sup> Avenue 688 WCB Detroit, MI 48226 Attn: Ms. Julie Cohen</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>5. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>6. Return Receipt</p> <p>7002 2030 0000 9401 6576</p>		<p>8. Domestic Return Receipt</p>	

Attachment A  
(See Attachment 2 for Restrictive Covenant)

Attachment B



15423pcRRQ

MAY 26 95 09 34 61

QUIT CLAIM DEED OF CONVEYANCE

THIS QUIT CLAIM DEED OF CONVEYANCE is made and entered into by and between the United States of America, C/O Commander and District Engineer, United States Army Corps of Engineers, Louisville District, ATTN: CEORL-RE-S, P.O. Box 59, Louisville, Kentucky 40059-0059, hereinafter referred to as the grantor, acting by and through the Secretary of the Army, United States Department of the Army, under and pursuant to the powers and authorities contained in the Federal Property and Administrative Services Act of 1949 (Public Law No. 152, Approved June 30, 1949, 63 Statutes At Large, Chapter 288, 40 U.S.C., Chapter 10), and acts supplementary thereto and amendatory thereof; the Defense Authorization Amendments and Base Closure and Realignment Act (Public Law No. 100-526, Title II, Approved October 24, 1988, 102 Stat. 2627, 10 U.S.C. § 2687 note), and acts supplementary thereto and amendatory thereof; the delegation of authority from the Administrator of the General Services Administration to the Secretary of Defense, United States Department of Defense (March 1, 1989); and the redelegation of authority from the Secretary of Defense, United States Department of Defense to the Secretary of the Army, United States Department of the Army (May 10, 1989), and General Motors Corporation, a Delaware corporation, 3044 W. Grand Boulevard, Detroit, Michigan 48202 c/o Director of Argonaut Realty  
485 W. Milwaukee Avenue, Detroit, Michigan 48202  
(TYPE GRANTEE'S TAX MAILING ADDRESS)  
 hereinafter referred to as the grantee.

WITNESSETH: That for the total consideration of THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000.00), the receipt of which is hereby acknowledged, the grantor does hereby quit claim to the grantee, its successors and assigns, a certain tract of real estate located in the City of Pontiac, Oakland County, Michigan, more particularly described as follows:

DESIGNATED TRACT NUMBER A-100, UNITED STATES ARMY PONTIAC STORAGE FACILITY, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN; A parcel of land located in Lot No. 9 of Assessor's Plat No. 141 of the City of Pontiac, County of Oakland, State of Michigan, said parcel being more particularly described as follows: Commencing at the intersection of the South Line of Section 34, Town 3 North, Range 10 East, Michigan Meridian (said line also being the centerline of South Boulevard), with the east right-of-way line of the Grand Trunk Railroad Belt Line; thence North 01 degrees 28 minutes West 843.00 FEET

2117  
1989

541-099

RECORDED  
MAY 25 11 43 A.M. 1989

14-34-426-001

O.K. -S.H

ATTACHMENT 5  
COVENANT DEEDS

**COVENANT DEED**

**THIS INDENTURE**, made this \_\_\_ day of \_\_\_\_\_, 200\_\_, between **GENERAL MOTORS CORPORATION**, a Delaware corporation, with its principal place of business at Three Hundred Renaissance Drive, Detroit, Michigan 48265 (hereinafter referred to as "Grantor"), and \_\_\_\_\_ a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as "Grantee").

**WITNESSETH:**

The Grantor for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain, sell, remise, alien and confirm unto Grantee and Grantee's successors and assigns, forever, all of that certain parcel of land, situate, lying and being in the City of Pontiac, County of Oakland, State of Michigan, described on Exhibit A hereto (hereinafter referred to as the "Real Property"); TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above bargained Real Property, with the said hereditaments and appurtenances; TO HAVE AND TO HOLD the Real Property as before described, with the appurtenances, unto Grantee, its successors and assigns, FOREVER, subject to the exceptions set forth on Exhibit "B" hereto and subject to the reservation of the right to enforce the restrictions and covenants set forth in the Declaration of Restrictive Covenant, recorded at Liber 39011, Page 84, Oakland County Records, a copy of which is attached hereto as Exhibit "C" (hereinafter referred to as the "Restrictive Covenant"). And Grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with Grantee, its successors and assigns, that Grantor has not heretofore done, committed or wittingly or unwittingly suffered to be done or committed any act, matter or thing whatsoever, whereby the Real Property hereby granted, or any part thereof, is, or shall or may be charged or encumbered in title, estate or otherwise howsoever, except as may be hereinabove stated.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Grantor reserves a right of access for itself over, on and under the Real Property in order to exercise the right, but not the obligation, to perform any actions necessary to implement or maintain compliance with the restrictions, covenants, obligations and all terms contained in the Restrictive Covenant.

Grantor reserves for itself the right to enforce the restrictions and covenants of the Restrictive Covenant.

Grantor and Grantee hereby acknowledge and agree that all restrictions, covenants, obligations and terms of the Restrictive Covenant are incorporated herein as if set forth in full herein and shall be binding upon Grantee, its successors and assigns, and shall run with the Real Property. Grantor and Grantee also acknowledge and agree that the restrictions and covenants of the Restrictive Covenant may be enforced in perpetuity against Grantee and Grantee's successors in title by the following entities: (a) Grantor; (b) the Michigan Department of Environmental Quality and its successor agencies or departments, pursuant to Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 *et seq.*; and (c) the United States Environmental Protection Agency ("U.S. EPA") and its successor agencies or departments, as a third party beneficiary.

Grantee hereby agrees that (a) agreement to comply with the terms and obligations of the Restrictive Covenant shall be expressly included by Grantee, its successors and assigns in any instrument transferring complete or partial possession or ownership of the Real Property; (b) U.S. EPA shall be expressly named in any such instrument as a third party beneficiary of the right to enforce the restrictions and covenants in the Restrictive Covenant and such instrument shall provide that U.S. EPA may directly enforce the restrictions and covenants in the Restrictive Covenant as against the transferee under such instrument and any successor to any such transferee; (c) any such instrument, or memorandum thereof, effecting such transfer shall be recorded with the Oakland County Register of Deeds; and (d) the requirements of this paragraph shall run with the Real Property.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day and year first above written.

Signed, sealed and delivered  
in the Presence of:

**GENERAL MOTORS CORPORATION,**  
a Delaware corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: Director, Worldwide Real Estate

STATE OF MICHIGAN    )  
                                  ) ss:  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ of General Motors Corporation, a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, MI  
My Commission expires:

Prepared by and when recorded return to:

Anthony Thrubis  
General Motors Corporation  
300 Renaissance Center  
M.C. 482-C24-D24  
Detroit, Michigan 48243

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

**EXHIBIT B**  
**EXCEPTIONS**  
**(AS NEEDED)**

**EXHIBIT C**

**DECLARATION OF RESTRICTIVE COVENANT**



COVENANT DEED

THIS INDENTURE, made this \_\_\_ day of \_\_\_\_\_, 200\_\_, between GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal place of business at Three Hundred Renaissance Drive, Detroit, Michigan 48265 (hereinafter referred to as "Grantor"), and \_\_\_\_\_ a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as "Grantee").

WITNESSETH:

The Grantor for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain, sell, remise, alien and confirm unto Grantee and Grantee's successors and assigns, forever, all of that certain parcel of land, situate, lying and being in the City of Pontiac, County of Oakland, State of Michigan, described on Exhibit A hereto (hereinafter referred to as the "Real Property"); TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above bargained Real Property, with the said hereditaments and appurtenances; TO HAVE AND TO HOLD the Real Property as before described, with the appurtenances, unto Grantee, its successors and assigns, FOREVER, subject to the exceptions set forth on Exhibit "B" hereto and subject to the reservation of the right to enforce the restrictions and covenants set forth in the Declaration of Restrictive Covenant, recorded at Liber 39117, Page 191, Oakland County Records, a copy of which is attached hereto as Exhibit "C" (hereinafter referred to as the "Restrictive Covenant"). And Grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with Grantee, its successors and assigns, that Grantor has not heretofore done, committed or wittingly or unwittingly suffered to be done or committed any act, matter or thing whatsoever, whereby the Real Property hereby granted, or any part thereof, is, or shall or may be charged or encumbered in title, estate or otherwise howsoever, except as may be hereinabove stated.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Grantor reserves a right of access for itself over, on and under the Real Property in order to exercise the right, but not the obligation, to perform any actions necessary to implement or maintain compliance with the restrictions, covenants, obligations and all terms contained in the Restrictive Covenant.

Grantor reserves for itself the right to enforce the restrictions and covenants of the Restrictive Covenant.

Grantor and Grantee hereby acknowledge and agree that all restrictions, covenants, obligations and terms of the Restrictive Covenant are incorporated herein as if set forth in full herein and shall be binding upon Grantee, its successors and assigns, and shall run with the Real Property. Grantor and Grantee also acknowledge and agree that the restrictions and covenants of the Restrictive Covenant may be enforced in perpetuity against Grantee and Grantee's successors in title by the following entities: (a) Grantor; (b) the Michigan Department of Environmental Quality and its successor agencies or departments, pursuant to Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 *et seq.*; and (c) the United States Environmental Protection Agency ("U.S. EPA") and its successor agencies or departments, as a third party beneficiary.

Grantee hereby agrees that (a) agreement to comply with the terms and obligations of the Restrictive Covenant shall be expressly included by Grantee, its successors and assigns in any instrument transferring complete or partial possession or ownership of the Real Property; (b) U.S. EPA shall be expressly named in any such instrument as a third party beneficiary of the right to enforce the restrictions and covenants in the Restrictive Covenant and such instrument shall provide that U.S. EPA may directly enforce the restrictions and covenants in the Restrictive Covenant as against the transferee under such instrument and any successor to any such transferee; (c) any such instrument, or memorandum thereof, effecting such transfer shall be recorded with the Oakland County Register of Deeds; and (d) the requirements of this paragraph shall run with the Real Property.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day and year first above written.

Signed, sealed and delivered  
in the Presence of:

**GENERAL MOTORS CORPORATION,**  
a Delaware corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: Director, Worldwide Real Estate

STATE OF MICHIGAN    )  
                                  ) ss:  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ of General Motors Corporation, a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, MI  
My Commission expires:

Prepared by and when recorded return to:

Anthony Thrubis  
General Motors Corporation  
300 Renaissance Center  
M.C. 482-C24-D24  
Detroit, Michigan 48243

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

**EXHIBIT B**  
**EXCEPTIONS**  
**(AS NEEDED)**

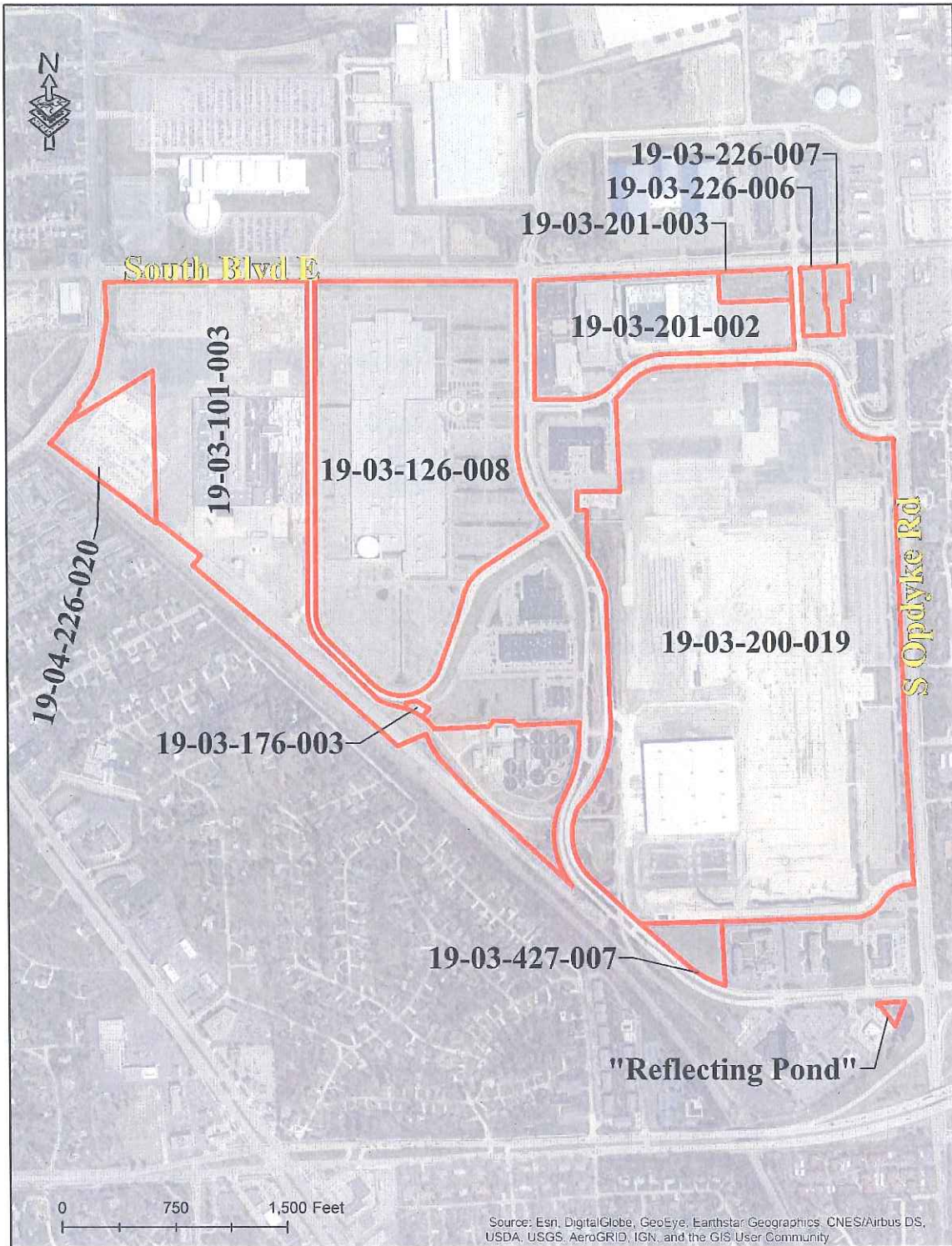
THIS IS THE LAST PAGE OF ATTACHMENT A - 2007 CONSENT ORDER,  
TO THE 2018 ACKNOWLEDGEMENT OF TERMINATION

**EXHIBIT C**

**DECLARATION OF RESTRICTIVE COVENANT**

Attachment B

Depiction and List of RACER Parcels



RACER Parcels      Restrictive Covenants:

19-03-101-003	2009, 2014
19-03-126-008	2009, 2015
19-03-176-003	2009
19-03-200-019	2009
19-03-201-002	2009
19-03-201-003	2009
19-03-226-006	2009, 2016
19-03-226-007	2009, 2016
19-03-427-007	2009, 2016
19-04-226-020	2009, 2014

“Reflecting Pond”, an unparcelled common element of  
the Centerpoint Business Campus condominium  
2009, 2016



## Attachment C

### RACER Restrictive Covenants

2009 Amended/Restated Declaration of Restrictive Covenant: Liber 41207 – Page 749

- Included tax parcel ID's 19-03-101-003, 19-03-126-008, 19-03-176-003, 19-03-200-019, 19-03-201-002, 19-03-201-003, 19-03-226-006, 19-03-226-007, 19-03-427-007, 19-04-226-020 and "Reflecting Pond"

2014 Declaration of Restrictive Covenant: Liber 47370 – Page 378

- Included tax parcel ID's 19-03-101-003 and 19-04-226-020

2015 Restrictive Use Agreement Containing Declaration of Restrictive Covenant:  
Liber 47807 – Page 624

- Included tax parcel ID 19-03-126-008

2016 Declaration of Restrictive Covenant: Liber 50091 – Page 511

- Included tax parcel ID's 19-03-226-006, 19-03-226-007, 19-03-427-007 and "Reflecting Pond"

