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EASEMENT AGREEMENT FOR USE OF TENNIS COURTS

This EASEMENT AGREEMENT is made this 28¹⁴ day of October, 2003 by and between TOLL NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334 (hereinafter referred to as the "Grantor") and LAKE VILLAGE OF NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334 ("Lake Village LP") and VILLAS AT NORTHVILLE HILLS CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334 (the "Condominium Association"). Lake Village LP and the Condominium Association and herein collectively referred from time to time as the "Grantees".)

RECITALS:

- A. By recording the Master Deed thereof at Liber 34604, Pages 90 through 175, both inclusive, Wayne County Records, Lake Village LP has established Villas at Northville Hills, Wayne County Condominium Subdivision Plan No. 627, as a residential condominium (the "Condominium") on land located in the Charter Township of Northville, Wayne County, Michigan and legally described in the attached Exhibit "A".
- B. Grantor owns land adjacent to the Condominium and maintains and operates a golf course upon that adjacent land (the "Adjacent Land"). The Adjacent Land is described in the attached Exhibit "B".
- C. Grantor and Lake Village LP have caused certain tennis courts (the "Tennis Courts") to be constructed upon a portion of the Adjacent Land as depicted in the attached Exhibit "C". The Tennis Courts are to be served by a limited number of parking spaces constructed on the Adjacent Land on the west side of an access drive that has been constructed on the Adjacent Land to provided ingress and egress to the Tennis Courts and to a maintenance building and related parking that is part of the golf course operated by Grantor. A pedestrian walkway has also been constructed from the northwest corner of the Condominium to the access drive and then from the access drive to the Tennis Courts. The parking spaces, the access drive and the pedestrian walkway are all depicted on the attached Exhibit "C".
- D. In accordance with provisions contained in Article VII of the above referenced Master Deed of the Condominium, Lake Village LP has obtained Grantor's agreement to provide for the use of the Tennis Courts by the owners of units in the Condominium and their family members, guests, tenants and invitees. In accordance with the above referenced Master Deed, the Grantor also intends to permit the use of the Tennis Courts by the owners of lots in the platted subdivisions described herein and the family members, guests, tenants and invitees of such lot owners. Lake Village LP and Grantor now wish to establish the easements required to provide for the use and maintenance of the aforesaid Tennis Courts.

NOW THEREFORE, in consideration of the foregoing recitals, the execution of this Easement Agreement by the parties hereto, the mutual covenants and agreements contained herein, and for other

good and valuable consideration, including the payment of One Dollar (\$1.00) to Grantor by Grantees, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

Grant of Easements.

- (a) Grantor hereby grants to Lake Village LP and to the owners of units in the Condominium and their family members, guests, tenants and invitees a permanent, nonexclusive easement over, through, and across the portion of the Adjacent Land occupied by the Tennis Courts and the related parking spaces depicted on Exhibit "C" (the "Related Parking") for the use and enjoyment of the Tennis Courts and for parking vehicles used to gain access to the Tennis Courts over the access road depicted on Exhibit "C" (the "Access Road"). (The legal descriptions of the land occupied by the Tennis Courts and the Related Parking are set forth in Exhibit "D".)
- Grantor hereby also grants to the owners of lots in the subdivisions now and in the (b) future to be established on the land legally described in the attached Exhibit "E" and to the family members, guests, tenants and invitees of such owners (the "Subdivision Lot Owners") a permanent, nonexclusive easement over, through, and across the portion of the Adjacent Land occupied by the Tennis Courts and the Related Parking, all as described in paragraph 1(a) above, for the use and enjoyment of the Tennis Courts and for parking vehicles used to gain access to the Tennis Courts over the above described Access Road. The use of the easement granted herein shall be conditioned upon payment by the aforesaid Subdivision Lot Owners of a pro rata share of the cost of maintaining, repairing, replacing and maintaining insurance on the Tennis Courts, the Related Parking and the pedestrian walkway described in paragraph 1(c) below; said amounts to be collected through the Northville Hills Golf Club Homeowners Association (the "Subdivision Association") as described below in paragraph 7. (Excluded from the easements granted in this document and from the related obligations described herein are the subdivision lots that have been established within the boundaries of the land described on the attached Exhibit "E" for inclusion in and use as a golf course said lots including Lots 90 and 91 of Northville Hills Golf Club Sub. No. 1; Lots 208 through 211, both inclusive, of Northville Hills Golf Club Sub. No. 2; Lots 376 and 377of Northville Hills Golf Club Sub. No. 3; and Lot 466 of Northville Hills Golf Club Sub No. 4; the recording information for said subdivisions being set forth in the attached Exhibit "E".)
- (c) Grantor hereby grants to all beneficiaries of the easement granted in paragraphs (a) and (b) above a permanent, nonexclusive easement for ingress and egress to the Tennis Courts and the Related Parking over the Access Road and the pedestrian walkway depicted in Exhibit "C" (the "Walkway"). Grantor hereby grants a permanent, nonexclusive easement to the Condominium Association and its employees, contractors and agents for access to the Tennis Courts, the Related Parking and the Walkway and the land immediately adjacent thereto for purposes of maintaining, repairing and replacing the Tennis Courts, the Related Parking and the Walkway.

Note: The easements granted herein are nonexclusive in the sense that Grantor retains the right to grant such other easements within the areas occupied by the Tennis Courts, Related Parking, Access Road and Walkway that are not inconsistent with the easements granted herein for the use, enjoyment, maintenance, repair and replacement of the Tennis Courts and the Related Parking.

2. Encumbrances. The easements herein granted to the Grantees and to the owners of units in the Condominium are made subject to all covenants, conditions, restrictions, encumbrances and easements of record as of the date hereof. Grantees, for themselves and all beneficiaries of the easements granted herein, acknowledge that Grantor may grant other easements and encumbrances over and across the areas encumbered by the easements granted herein that do not interfere with the use and enjoyment by the beneficiaries of the easements granted herein.

Maintenance, repair and replacement activities.

- (a) The Condominium Association shall be responsible for the maintenance, repair and replacement of the Tennis Courts, the Related Parking and the Walkway and any and all such work shall be performed at the sole cost and expense of the Condominium Association, subject to the obligation of the Subdivision Lot Owners to contribute to the cost of said maintenance, repair and replacement as described in paragraph 7 below.
- (b) The Condominium Association agrees that all work performed pursuant to this Easement Agreement shall be performed in a good and workmanlike manner, and in accordance with all applicable laws, rules, ordinances and regulations. The Condominium Association shall pay all costs, expenses, liabilities and liens arising out of or in any way connected with such work and shall, upon demand, deliver to Grantor evidence that all costs, expenses, liabilities and liens arising out of or in any way connected with such work have been fully paid and discharged of record, or contested and bonded, in which event any judgment or other process issued in such contest shall be paid and discharged before execution thereof.
- (c) If any construction liens are filed against the Adjacent Land, or any part thereof, in connection with any work performed by or on behalf of the Condominium Association pursuant to this Easement Agreement, the Condominium Association shall either pay or cause to be paid the same and shall have said liens discharged of record, promptly, or shall take such actions as may be required to reasonably and legally object to such lien. Such actions may include, at the option of the Condominium Association, bonding over the liens or providing a title insurance company with such security as may be required to cause the title insurance company to provide title insurance over the liens.
- (d) Upon completion of any repair or replacement of the Tennis Courts, Related Parking or Walkway, the Condominium Association shall remove any and all surplus earth, rubbish, and equipment, and shall restore all portions of the property which may have been used, damaged or disturbed in the course of the maintenance, repair or replacement. Final cleanup shall be commenced and completed as soon as weather permits after completion of construction in order to minimize soil erosion and sedimentation. Notwithstanding any other provision contained in this Easement Agreement, the Condominium Association shall not remove any trees or bushes from the land adjacent to the Tennis Courts in the absence of delivery to Grantor of prior, written notice of such proposed action and a determination that such removal is necessary to prevent damage to the Tennis Courts.
- (e) Throughout the duration of the easements granted herein, the Condominium Association shall, at its expense, maintain the Tennis Courts, the Related Parking and the Walkway. The cost of maintaining, repairing and replacing the Tennis Courts, Related Parking and Walkway shall be included in the administrative expenses of the Condominium Association used to determine the amount of assessments charged to the owners of units in the Condominium; provided that a portion of said costs shall be reimbursed to the Condominium Association by the Subdivision Lot Owners through the Subdivision Association as set forth in paragraph 7 below. The Condominium Association shall keep a separate account of the costs incurred with respect to the operation, maintenance and insurance of the Tennis Courts, Related Parking and Walkway so that the reimbursement amounts can be determined.
- 4. <u>Condominium Association's Insurance Requirements</u>. Throughout the duration of the easements granted herein, the Condominium Association shall maintain general liability insurance, naming Grantor, its officers, agents and employees as additional insureds with a single combined public liability limit of not less than One Million Dollars (\$1,000,000.00), and property damage liability limits of not less than One Million Dollars (\$1,000,000.00). The insurance shall be issued by a financially responsible insurer duly authorized to do business in the State of Michigan. The minimum limits of the

insurance coverage to be maintained by the Condominium Association hereunder shall not limit the Condominium Association's liability under this Easement Agreement. Claims-made policies are not acceptable.

- 5. <u>Insurance Requirements for Contractors and Subcontractors</u>. Before commencing construction work authorized by this Easement Agreement, the Condominium Association shall cause its contractors and subcontractors to procure and keep in effect, during the course of their work on or about the Easement Areas, the following insurance coverages: (i) worker's compensation insurance as required by the Michigan Labor Department and Michigan Worker's Disability Compensation Act (MCLA 418.101, et. seq.); and (ii) general liability insurance in amounts of not less that One Million Dollars (\$1,000,000.00) per person and per occurrence. With reference to the insurance policies required by this provision, claims made policies are not acceptable. Grantor, its officers, agents and employees shall be additional insureds and the policies may not be canceled without thirty (30) days notice to Grantor.
- 6 Indemnity. The Condominium Association shall defend, indemnify and save harmless Grantor, its officers, agents and employees against liability or claim thereof, whether for injury to persons, including death, or damage to property, (i) arising out of any construction, maintenance, repair or restoration performed on or about the Tennis Courts, the Related Parking or the Walkway by the Condominium Association, its licensees or contractors or their agents or employees, or (ii) arising out of any default by the Condominium Association hereunder.
- Subdivision Lot Owners' Contribution to the Cost of Operating, Maintaining and Carrying Insurance on the Tennis Courts and Related Improvements. The Subdivision Lot Owners shall each pay a pro rata share of the costs incurred by the Condominium Association for operating, maintaining, repairing, replacing and carrying insurance on the Tennis Courts, Related Parking and Walkway as required herein, with said share to be determined by dividing the amount of the costs incurred by the total number of units in the Condominium added to the total number of lots owned by Subdivision Lot Owners. The Condominium Association shall be entitled to bill the Subdivision Association for the aggregate amounts due from all Subdivision Lot Owners with respect to the operation and maintenance of the Tennis Courts and related improvements on an annual, bi-annual or quarterly basis and the Subdivision Association shall remit payment for the amount due the Condominium Association pursuant to this paragraph 7 within no later than sixty (60) days after receipt by the Subdivision Association of the Condominium Association's bill. In the event that the Subdivision Association fails to pay the amounts due and owing to the Condominium Association from the Subdivision Lot Owners for their aggregate shares of the cost of operating, maintaining, repairing and replacing and carrying insurance on the Tennis Courts, Related Parking and Walkway, the Condominium Association shall have the right to record a lien against all of the platted subdivision lots established in the land described in Exhibit "E" for the unpaid amount and the right to foreclose the aforesaid liens through judicial action or by advertisement in compliance with the applicable laws of the State of Michigan. The obligations of the Subdivision Lot Owners and the Subdivision Association as set forth in this paragraph 7 are also set forth in a certain Second Supplemental Declaration of Master Covenants, Conditions and Restrictions for Northville Hills Golf Club (the "Second Supplemental Declaration") executed as of October 28, 2003 by Grantor as the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for Northville Hills Golf Club (the "Original Declaration"); the Original Declaration having been recorded at Liber 32580, Pages 1 through 99, both inclusive, Wayne County Records, and the Second Supplemental Declaration having been recorded immediately before the recording of this document.
- 8. Rules and Regulations Regarding the Tennis Courts. The Condominium Association shall have the right to establish reasonable rules and regulations for the use of the Tennis Courts, including provisions for reserving the use of the courts or setting time limits for their use; provided that any such

rule or regulation shall apply equally to Condominium Unit owners and Subdivision Lot Owners and their respective family members, guests, tenants and invitees. The Condominium Association shall have the right to bar Condominium unit owners that are delinquent in the payment of assessments to the Condominium Association from the use of the Tennis Courts and Related Parking. The Condominium Association shall also have the right to bar all of the Subdivision Lot Owners from the use of the Tennis Courts and Related Parking for so long as the Subdivision Association is in arrears on payments due and owing to the Condominium Association pursuant to paragraph 7 above.

- 9. Covenants Running with the Land. The easements herein granted and the agreements herein contained shall be easements and covenants running with the Condominium, the Adjacent Land, the land described in the attached Exhibit "E" and the areas encumbered by the easements granted herein and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Upon the turnover of control of the Condominium Association by Lake Village LP in accordance with the provisions of the Michigan Condominium Act, P.A. 59 of 1978, as amended, Lake Village LP shall not have any further responsibility for any obligations imposed upon that party pursuant to this Easement Agreement and all such obligations shall be borne by the Condominium Association.
- 10. <u>Notices</u>. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail to the addresses first provided above, provided that any party may change such address by written notice to the other party.
- Governing Laws. This Easement Agreement shall be construed in accordance with the laws of the State of Michigan.
- 12. <u>Exhibits</u>. All exhibits referred to herein and attached hereto shall be deemed part of this Easement Agreement.
- 13. <u>Severability</u>. If any term, provision or condition contained in this Easement Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement (or the application of such term, provision, or condition to persons or circumstances, other than those in respect of which it is invalid or unenforceable) shall not be affected thereby and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the day and year first above written.

WITNESSES:

"GRANTOR"

Toll Northville Limited Partnership, a Michigan limited partnership

By: Toll MI GP Corp., a Michigan corporation, General Partner

Keith L. Anderson

Its: Vice President

"GRANTEE - LAKE VILLAGE LP"

Lake Village of Northville Limited Partnership, a Michigan limited partnership

Marile Steinhiller Maile Steinhiller Maile Steinhiller Maile Steinhiller Marile Steinhiller	By: Northville Lake Village Apartments Limited Liability Company, a Michigan limited liability company, General Partner By: Substitute Substit
STATE OF MICHIGAN)	

The foregoing Easement Agreement was acknowledged before me this 26day of October, 2003, by Keith L. Anderson, Vice President of Toll MI GP Corp., a Michigan corporation, General Partner of Toll Northville Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

County, Michigan

My Commission Expires:
MARILEE S. STEINHILBER Notary Public, Oakland County, MI My Commission Expires Dec. 23, 2005

STATE OF MICHIGAN)SS COUNTY OF OAKLAND

COUNTY OF OAKLAND

The foregoing Easement Agreement was acknowledged before me this 28 day of October, 2003, by Keith L. Anderson, Authorized Agent of Northville Lake Village Apartments Limited Liability Company, a Michigan limited liability company, General Partner of Lake Village of Northville Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

Notary Public

County, Michigan

My Commission Expires:

MARILEE S. STEINHILBER Notary Public, Oakland County, MI My Commission Expires Dec. 23, 2005

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND	Y

The foregoing Easement Agreement was acknowledged before me this 28 day of October, 2003, by John Oberlin, the President of Villas at Northville Hills Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

Notary Public

My Commission Expires: De 23, 2005

MARILEE S. STEINHILBER

Notary Public, Oakland County, MI My Commission Expires Dec. 23, 2005

DRAFTED BY AND WHEN RECORDED RETURN TO:

George W. Day, Esq.. Jackier, Gould, Bean, Upfal & Eizelman Second Floor, 121 West Long Lake Road Bloomfield Hills, MI 48304-2719 (248) 642-0500

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EXHIBIT "A"

The "Condominium"

Land located in the Charter Township of Northville, Wayne County, Michigan and legally described as:

Units 1 through 184, both inclusive, Villas at Northville Hills, as described in the Master Deed thereof recorded on October 11, 2001 at Liber 34604, Pages 90 through 175, both inclusive, Wayne County Records; said condominium being identified as Wayne County Condominium Subdivision Plan No. 627, and all of the General and Limited Common Elements appurtenant thereto.

The land included in the above described condominium is described by metes and bounds as follows:

A parcel of land located in the Southwest 1/4 of Section 15, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, and being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 15; thence along the South 87°52'44" West, 60.00 feet, along the South line of said Section 15 and the center line of Five Mile Road; thence North 01°50'18" West, 60.00 feet to the Northerly right-of-way of said Five Mile Road; thence South 87°52'44" West, 850.00 feet, along the Northerly right-of-way of said Five Mile Road to the Point of Beginning; thence continuing South 87°52'44" West, 1733.41 feet, along the Northerly right-of-way of said Five Mile Road, to a point on the West line of Section 15, and a boundary corner of "Northville Hills Golf Club Sub. No. 1", as recorded in Liber 115 of Plats, Pages 73 through 91, inclusive, Wayne County Records; thence North 01°44'25" West, 758.25 feet, along the West line of said Section 15, and along the boundary of said "Northville Hills Golf Club Sub. No. 1", (said point being South 01°44'25" East, 1858.10 feet from the West 1/4 Corner of said Section 15); thence North 87°52'44" East, 1162.38 feet, along the boundary of said "Northville Hills Golf Club Sub. No. 1"; thence North 66°39'16" East, 1525.97 feet, along the boundary of said "Northville Hills Golf Club Sub. No. 1", to a point on the Westerly right-of-way of Sheldon Road, (said point being South 01°50'18" East, 1288.92 feet, along the North and South 1/4 line of said Section 15 and the centerline of said Sheldon Road and South 88°09'42" West, 60.00 feet, from the center of said Section 15); thence South 01°50'18" East, 429.94 feet, along the Westerly right of way of said Sheldon Road, (said line being 60.00 feet West of and Parallel to the North and South 1/4 line of said Section 15); thence South 66°39'16" West, 913.60 feet; thence South 01°50'18" East, 550.00 feet to the Point of Beginning. All of the above containing 40.001 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

EXHIBIT "B"

The "Adjacent Land"

Land located in the Charter Township of Northville, Wayne County, Michigan and legally described as:

Lot 91, Northville Hills Golf Club Sub. No. 1, as recorded in Liber 115 of Plats, Pages 73 through 91, both inclusive, Wayne County Records.

EXHIBIT "D"

Legal Description of Land Occupied by "Tennis Courts" and "Related Parking"

Land located in the Charter Township of Northville, Wayne County, Michigan and legally described as:

Commencing at the Southwest corner of Section 15, and the Southeast corner of Section 16, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan; thence North 01°44'25" West, 817.00 feet, along the West line of Section 15 and the East line of Section 16, to the Point of Beginning "A" as shown on Page 2 of 2 of the preceding Exhibit "C"; thence North 00°46'00" East, 151.88 feet; thence North 89°14'00" West, 109.36 feet; thence North 00°46'00" East, 126.00 feet; thence South 89°14'00" East, 126.00 feet; thence South 00°46'00" West, 277.28 feet; thence South 87°52'44" West, 25.22 feet to said Point of Beginning "A", containing 0.45 acres.

And

Commencing at said Point of Beginning "A" as shown on Page 2 of 2 of the preceding Exhibit "C"; thence South 79°24'18" West, 37.71 feet to the Point of Beginning "B" as shown on Page 2 of 2 of the preceding Exhibit "C"; thence North 78°00'00" West, 28.00 feet; thence North 12°00'00" East, 60.00 feet; thence South 78°00'00" East, 28.00 feet; thence South 12°00'00" West, 60.00 feet to said Point of Beginning "B", containing).04 acres.

EXHIBIT "E"

The Site of Existing and Future "Subdivision Lots" (Three Parcels)

The three parcels described in the attached legal descriptions collectively comprise the land included in Northville Hills Golf Club Sub. No. 1, as recorded in Liber 115 of Plats, Pages 73 through 91, Wayne County Records; Northville Hills Golf Club Sub. No. 2, as recorded in Liber 116 of Plats, Pages 27 through 44, Wayne County Records; Northville Hills Golf Club Sub. No. 3, as recorded in Liber 117 of Plats, Pages 11 through 24, Wayne County Records; Northville Hills Golf Club Sub. No. 4, as recorded in Liber 119 of Plats, Pages 44 through 52, Wayne County Records; East Northville Hills Golf Club Subdivision No. 1, as recorded in Liber 116 of Plats, Pages 96 through 101, Wayne County Records; and other land located in Northville Township, Wayne County, Michigan.

EXHIBIT "E" continued -

Legal Description

PARCEL I

DESCRIPTION: Parcel I (SFR-D, GC&OS)

Commencing at the South corner common to Sections 15 and 16, T1S, R8E, Northville Township, Wayne County, Michigan; thence along the East Line of said Section 16, North 02°03'08" West 60.00 feet to the Northerly right of way line of Five Mile Road for a POINT OF BEGINNING; thence along said right of way line, South 87°52'44" West 1.96 feet to an angle point in said right of way line; thence continuing along said right of way line, South 84°41'52" West 1536.83 feet; thence North 01°39'44" West 1513.81 feet; thence North 88°48'45" West 378.69 feet; thence North 4I°56'31" West 126.43 feet; thence South 89°35'50" West 480.85 feet; thence South 89°30'00" West 733.59 feet; thence North 01°39'44" West 769.22 feet; thence South 88°20'16" West 1852.81 feet to a point on the Easterly right of way line of Beck Road; thence along said right of way line, North 02°04'19" West 86.00 feet; thence North 88°20'16" East 400.00 feet; thence North 02°04'19" West 900.00 feet: thence North 08°38'00" East 1254.24 feet; thence North 56°39'44" West 258.00 feet; thence North 33°59'54" West 233.00 feet to a point on the Southerly right of way line of Six Mile Road; thence along said right of way line, North 84°32'32" East 2203.02 feet to an angle point in said right of way line; thence continuing along said right of way line, North 84°43'50" East 1226.24 feet thence South 53°24'31" East 372.44 feet; thence South 27°25'20" East 205.00 feet; thence South 03°37'30" East 60.83 feet; thence North 84°43'50" East 185.00 feet: thence South 02°03'08" East 549.28 feet; thence S33°14'00" East 136.68 feet; thence South 55°41'00" East 242.00 feet; thence South 45°15'00" East 120.00 feet; thence South 80°00'00" East 292.00 feet; thence North 88°05'00" East 140.44 feet to a point on the East line of said Section 16; thence along said East line, South 02°03'08" East 1079.79 feet to the 1/4 corner common to said Sections 15 and 16; thence along the East and West 1/4 line of said Section 15, North 88°15'15" East 994.91 feet; thence South 01°44'45" East 605.00 feet; thence North 88°15'15" East 599.00 feet; thence Northeasterly 330.93 feet along the arc of a circular curve to the left, having a radius of 356.50 feet, a central angle of 53°11'12" and a chord which bears North 61°39'39" East 319.18 feet; thence North 35°04'03" East 355.70 feet; thence Northeasterly 410.76 feet along the arc of a circular curve to the right, having a radius of 442.50 feet, a central angle of 53°11'12" and a chord which bears North 61°39'39" East 396.18 feet to a point on the East and West 1/4 line of said Section 15; thence along said 1/4 line, North 88°15'15" East I32.19 feet to a point on the Westerly right of way line of Sheldon Road; thence along said right of way line, South 01°50'18" East 86.00 feet; thence South 88°15'15" West 132.32 feet; thence Southwesterly 330.93 feet along the arc of circular curve to the left, having a radius of 356.50 feet, a central angle of 53°11'12" and a chord which bears South 61°39'39" West 319.18 feet; thence South 35°04'03" 215.61 feet thence North 88°15'15" East 547.44 feet to point on the Westerly right of way line of Sheldon Road; thence along said right of way line, South 01°50'18" East 887.58 feet; thence South 66°39'16" West I529.38 feet; thence South 87°52'44" West 1163.33 feet to a point on the East line of said Section 16; thence along said East line, South 02°03'08" East 757.00 feet to the Point of Beginning, being part of the Southwest 1/4 of said Section 15, Part of the East ½ of said Section 16 and part of the West ½ of said Section 16 and containing 459.14 acres of land more or less, subject to easements and restrictions of record.

PARCEL 2

DESCRIPTION: Parcel 2 (SFR-D)

Commencing at the North 1/4 corner of Section 15, T1S R8E, Northville Township, Wayne County, Michigan; thence along the North and South 1/4 line of said Section 15, South 01°49'50" East 2650.48 feet to the Center of said Section 15; thence along the East and West 1/4 line of said Section 15, North

EXHIBIT "E" continued -

88°09'05" East 60.00 feet to the Easterly right of way line of Sheldon Road for a POINT OF BEGINNING: thence along said right of way line, North 01°49'50" West 450.00 feet; thence North 88°13'36' East 2289.06 feet to a point on the Westerly line of Lot 54 in Supervisor's Northville Plat No. 2 as recorded in Liber 66, on Page 34. Wayne County Records; thence along the Westerly line of said Lot 54, South 02°01'35" East 37.51 feet to the Southwesterly corner of said Lot 54; thence along the Southerly line of said Lot 54, North 85°28'29" East 103.08 feet to the Northwesterly corner of Lot 53 in said Plat; thence along the Westerly line of said Lot 53, South 01°16'03" West 354.81 feet; thence North 88°09'05" East 215.72 feet; thence North 89°46'47" East 262.25 feet to the Easterly line of said Lot 53; thence along said Easterly line South 02°13'33" West 56.34 feet to the East and West 1/4 line of Section 14, T1S, R8E, Northville Township, Wayne County, Michigan at a point bearing North 88°57'33" East 259.19 feet from the West 1/4 corner of said Section 14; thence continuing along the Easterly line of said Lot 53, South 01°54'38" West 3.71 feet to the Southeasterly corner of said Lot 53; thence along the Westerly right of way line of the Middle Rouge Parkway in the following five (5) courses: (1) South 02°12'14" West 180.65 feet, (2) South 77°31'20" West 659.51 feet, (3) South 13°14'49" East 390.24 feet, (4) South 28°03'29" East 826.05 feet and (5) South 05°36'10" East 68.92 feet to the center of a drainage way; thence along the center of said drainage way in an approximate Westerly direction as it winds and turns 4525 feet more or less to a point on the Easterly right of way line of Sheldon Road, said point bearing North 79°05'31" West 2698.90 feet from the last mentioned point in the center of said drainage way: thence along said Easterly right of way line, North 01°50'18" West 905.67 feet to the Point of Beginning, being part of the West 1/2 of said Section 14 and past of the East ½ of said Section 15 and part of said Lot 53. Containing 111.84 acres of land more or less, subject to easements and restrictions of record.

PARCEL 3

DESCRIPTION: Parcel 3 (SFR-D)

Commencing at the South 1/4 corner of Section 15, T1S, R8E, Northville Township, Wayne County, Michigan; thence along the North and South 1/4 line of said Section 15 and along the centerline of Sheldon Road, North 01°50'18" West 60.00 feet; thence along the Northerly right of way line of Five Mile Road and the Westerly extension thereof, North 87°37'56" East 1035.25 feet for a POINT OF BEGINNING; thence North 24°07'29" West 814.35 feet; thence North 72°41'15" East 229.92 feet to a point in the center of a drainage way; thence along the center of said drainage way In an approximate Easterly direction as it winds and turns, 2760 feet more or less to a point on the Westerly right of way line of Middle Rouge Parkway said point bearing North 79°14'30" East 1765.78 feet from the last mentioned point in the center of said drainage way; thence along said Westerly right of way line, South 05°36'10" East 574.28 feet to the Northwesterly right of way line of Phoenix Road (formerly Five Mile Road); thence along said Northwesterly right of way line and along the Northerly right of way line of Five Mile Road in the following three (3) courses: (1) South 41°31'23" West 506.45 feet (2) Southwesterly 354.10 feet along the arc of a circular curve to the right, having a radius of 440.00 feet, a central angle of 46°06'34" and a chord which bears South 64°34'40" West 344.62 feet and (3) South 87°37'56' West 1031.37 feet to the Point of Beginning, being part of the Southeast 1/4 of said Section 15 and part of the Southwest 1/4 of Section 14, T1S, R8E, Northville Township, Wayne County, Michigan. Containing 34.56 acres of land more or less, subject to easements and restrictions of record.

EXHIBIT "C" THE "TENNIS COURTS"

LOT 91, NORTHVILLE HILLS GOLF CLUB SUB. NO. 1, AS RECORDED IN LIBER 115 OF PLATS. PAGES 73 THROUGH 91, BOTH INCLUSIVE, WAYNE COUNTY RECORDS.



