

E-RECORD
F459226
F334864

17253721
L116836 PA957

APARTMENTS

RECORDED NOV 8 1968 AT 2:54 P M
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

Name of Project:
Deer Creek Apartments

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR(S)", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and conveys to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL", their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric and communication services, including the necessary underground lines, cables and equipment, and including above ground cable poles(s), and other utility facilities, in, under, over, upon and across land located in the Township of Canton, County of Wayne, State of Michigan, described in Appendix "A" which is attached hereto and made a part hereof.

These covenants are granted subject to the following conditions and restrictions:

1. It is understood and agreed that the title to all primary and secondary electric cables, communication cables, secondary service pedestals, switching equipment, transformers, meters, meter enclosures and equipment of either EDISON or BELL situated in or on premises of the Grantor(s) shall at all times remain in EDISON or BELL and shall be deemed to be personal property and shall not be deemed a part of the realty.
2. EDISON and BELL, their employes, agents and contractors, shall have full right and authority to enter at all times upon said premises for the purpose of constructing, reconstructing, repairing, modifying, operating and maintaining said electric and communication facilities described above.
3. No excavations (except for public utility purposes), no structures, apparatus of any kind and no changes of finished grade shall be allowed within the utility easements hereinabove described. No excavations for fences shall be allowed within the utility easements in the property described herein. Except as provided herein, the Grantors shall have the right to make any other use of the land subject to such

1/7/70 **This easement is re-recorded for the purpose of showing the "as installed" centerlines and width of easements granted herein as shown on drawing attached hereto.**

*Grantors: Sup
Sec 1 NE 1/4 of
Deer Creek Apartments*

RECORDED JAN 15 1970 AT 9:14 P M
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

F459226
F334864

RECORDED INDEX OF MAY 10. 26133

easements which is not inconsistent with the right of the utilities; provided, however, that Grantor(s) shall not plant trees or large shrubs within the said utility easements. EDISON and BELL shall have the right without incurring any liability to the property owner for so doing, to trim any trees, bushes, roots or plants of any kind which, in the sole opinion of the utilities, interferes with their facilities, or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities in the utility easements hereinabove described.

4. No shrubs or foliage shall be permitted on Grantor's property within five (5') feet of the front door of transformer enclosure(s) or switching cabinet(s), nor shall shrubs or foliage be permitted within five (5') feet of service connection pedestals.

5. The Grantor(s) and all subsequent owners shall own, install, maintain and replace their single phase electric service conductors.

6. The installation of said electric service conductors shall comply with and conform to the specifications of The Detroit Edison Company.

7. Grantor(s) shall not make any change in grade in or near the easements when the change, in the opinion of either of the utilities interferes with the facilities already installed or which may be installed in the future.

8. The foregoing easements, restrictions and covenants shall run with the land and shall not be subject to termination without the consent of the utilities herein concerned, and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

9. Enforcement may be instituted by civil proceedings against any person or persons violating or attempting to violate any covenants contained herein, either to restrain violation or to recover damages.

10. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor(s) have set their hands and seals on this 24th day of September, 1968.

In the Presence of;

THREE M CONSTRUCTION COMPANY
17697 West Ten Mile Road
Southfield, Michigan

Joan A. Babbitt
JOAN A. BABBITT

By: Martin Kopitz, Pres.
MARTIN KOPITZ, PRESIDENT

Mayer Morgenthau
MAYER MORGENTHAU

By: Morton Davidson
MORTON DAVIDSON, SECRETARY

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 27th day of October, 1968, before me the subscriber, a Notary Public in and for said County, appeared Martin Kapitz and Morton Baedon, to me personally known, who being by me duly sworn did say they are the President and Secretary of THREE M CONSTRUCTION COMPANY, a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Martin Kapitz and Morton Baedon acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: May 4, 1972
Notary Public, Beverly Stern Oakland County, Michigan

DESCRIPTION

APPENDIX "A"

Land in Canton Twp., Wayne County, Michigan, being part of the N.E. 1/4 of Section 1, T. 2 S., R. 8 E., and described as follows:

Commencing at the North 1/4 corner of said Section 1; thence N. 89°44' E. along the North line of said Section 1, 1393.78 ft. to a point, said point being the Northwest corner of Holiday Park Subdivision (Liber 88 of Plats, Pages 69 & 70, W.C.R.), said point also being S. 89° 44' W. 1390.52 ft. from the N.E. corner of said Section 1; thence S. 0° 11' 11" E. along the West line of said Holiday Park Sub'n. 65.00 ft. to a point, said point being the N.E. corner and the point of beginning of the parcel herein described; thence S. 0° 11' 11" E., along the West line of said Holiday Park Sub'n. 1115.00 ft. to a point; thence S. 89° 39' 45" W. along a jog in said Holiday Park Sub'n. 2.04 ft. to a point; thence S. 0° 28' 15" E. continuing along the West line of Holiday Park Sub'n. No. 2 (Liber 88, Pages 82 & 83 of Plats, W.C.R.), 429.00 ft. to a point; thence S. 89° 31' 45" W. 280.00 ft. to a point; thence N. 20° 31' 45" E. 188.00 ft. to a point; thence N. 0° 28' 15" W. 53.00 ft. to a point; thence N. 35° 11' 30" E. 40.00 ft. to a point; thence N. 14° 11' 30" E. 136.00 ft. to a point; thence N. 50° 48' 30" W. 129.00 ft. to a point; thence N. 39° 11' 30" E. 190.00 ft. to a point; thence N. 50° 48' 30" W. 53.00 ft. to a point; thence N. 89° 48' 30" W. 110.00 ft. to a point; thence N. 0° 11' 30" E. 322.00 ft. to a point; thence N. 89° 48' 30" W. 15.00 ft. to a point; thence N. 0° 11' 30" E. 173.00 ft. to a point; thence N. 30° 48' 30" W. 373.00 ft. to a point on the Easterly line of proposed Highway I-275; thence along said Easterly Highway line N. 19° 11' 30" E. 29.00 ft. to a point on the proposed Southerly line of Joy Road; said point being 110.00 ft. South of the North line of said Section 1; thence N. 84° 22' E. along the proposed Southerly line of Joy Road, 481.13 ft. to a point of beginning, containing 9.85 acres, more or less, or land.

PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: HA°OLD J. PINALES
2000 SECOND AVENUE - RM. 226
DETROIT, MICHIGAN 48226

RIGHT OF WAY NO. 26133

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

TO Asst Laurence 1901 Second Room 106 DATE 11-4-60 TIME _____

Re: Underground service Deer Creek Apartments, Weston Twp., Wayne County
Agreements - easements obtained. OK to proceed with construction.

RECORDED RIGHT OF WAY NO.

COPIES TO V. J. Andres 728 G. O.
E. Cherson B-102 WSC
REPORT file

SIGNED *Stephen A. M... [Signature]*
Stephen A. M... [Name]
Staff Attorney, Law Dept.

26133

DATE RETURNED _____ TIME _____ SIGNED _____

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

January 7, 1970

**Three M Construction Company
17697 West Ten Mile Road
Southfield, Michigan**

Re: Deer Creek Apartments

Gentlemen:

We are enclosing herewith a copy of the "as installed"
Drawing No. WD2-4- 306 for the underground electric and
communication services for the above named project.

Very truly yours,



Stephen A. McNamee
Staff Attorney

SANcN/kw
Enclosure

RECORDED FROM OF TAX NO. 26133

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 13, 1968

Three M Construction Company
17697 West Ten Mile Road
Southfield, Michigan

Re: Deer Creek Apartments

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated October 24, 1968 for the underground electric and communication services for the above named project.

Very truly yours,



Stephen A. McNamee
Staff Attorney

SAMcN/kw

Enclosure

RECORDED SERIAL OF WAY NO. 26133

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 24th day of October, 1968, between Three M Construction Company, a Michigan corporation, 17697 West Ten Mile Road, Southfield, Michigan,

hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as Deer Creek Apartments, on land in the Township of Canton, County of Wayne, State of Michigan, as described in Appendix "A", which is attached hereto and made a part hereof, and

WHEREAS, DEVELOPER desires EDISON and BELL to install their facilities for underground single phase electric service and communication services including necessary cable poles and above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made between DEVELOPER and EDISON and BELL, it is hereby agreed as follows:

I

DEVELOPER AGREES:

1. To record prior to utility installations a separate instrument granting private easements for public utilities and restrictions acceptable to EDISON and BELL for their utility facilities.
2. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that the facilities of the utilities can be properly installed in relation to finished grade. The grade established for the land at the time the utilities place their facilities in the easements shall be considered finished grade.
3. To place survey stakes indicating property lines and building plot lines before and after trenching to enable the utilities to properly locate their underground facilities and above ground equipment.
4. To install sanitary sewers prior to installation of electric underground lines. Sewer, water and gas lines may cross but may not be installed within the easements used for electric and communication lines.

RECORDED NOV 15 1968 AT 12:50 O'CLOCK PM
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

F336936

RECORDING RIGHT OF WAY NO. 26133

5. To remove at DEVELOPER's expense all trees, shrubbery or obstructions which may be necessary or required for installation of electric and communication facilities in the easements provided to EDISON and BELL, and to provide for trench at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.

6. To locate the trenches in the easements and to backfill in accordance with specifications of the utilities. DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines.

7. To pay all extra costs incurred by utilities if paving is done before cable or conduit crossings are in place.

8. At DEVELOPER's expense, as and wherever required by BELL, to place conduit within the land described in Appendix "A" for telephone facilities.

9. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON or BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade made by DEVELOPER or for any cause or changes attributable to public authority having jurisdiction or to DEVELOPER's action or request, DEVELOPER will forthwith pay the cost and expense of repairing, moving, modifying, rearranging or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or its successors or assigns and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, or by contractors engaged by DEVELOPER ~~or~~ or its successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or its successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER its successors and assigns upon receiving a statement therefor.

II

UTILITIES AGREE:

1. Upon completion of the above requirements, to furnish, install, own and maintain, at their own expense, (except costs and expenses set forth in Paragraphs 5, 7, 8 and 9), their electric and communication facilities in the private easements located in the above described lands.

2. To meter and bill each tenant individually at the standard rates established by the Michigan Public Service Commission.

This Agreement shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

In the Presence of:

Three M Construction Company

Joan A Babbitt
JOAN A BABBITT

By: Martin Kopitz
MARTIN KOPITZ, PRESIDENT

Mayer Morcanotta
MAYER MORCANOTTA

By: Morton Davidson
MORTON DAVIDSON, SECRETARY

Stephen A. McNamee
Stephen A. McNamee

THE DETROIT EDISON COMPANY
By: M. Pease
M. PEASE
VICE PRESIDENT

Irene C. Kata
IRENE C. KATA

By: Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

Barbara D'Agostino
BARBARA D'AGOSTINO
Carol A. Moore
CAROL A. MOORE

MICHIGAN BELL TELEPHONE COMPANY
By: Carl T. Hall
CARL T. HALL
Staff Supervisor, Right of Way
(Authorized signature)

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 24th day of October, 1968, before me the subscriber, a Notary Public in and for said County, appeared Martin Kopitz and Morton Davidson, to me personally known, who being by me duly sworn did say they are the President and secretary of THREE M CONSTRUCTION COMPANY, a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Martin Kopitz and Morton Davidson acknowledged said instrument to be the free act and deed of said corporation.

Beverly Stern
BEVERLY STERN
Notary Public, Oakland County, Michigan

My Commission Expires: March 4, 1972 - 3 -

RECORDED FROM FILE NO. 26133

Li 16844 Pa 532

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 4th day of November, 1968, before me the subscriber,
a Notary Public in and for said County, appeared M. Pease and
Lillian J.H. Carroll, to me personally known, who being by me duly sworn
did say they are ~~the~~ a Vice President and an Assistant Secretary
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently
under the laws of Michigan and New York, and that the seal affixed to said instru-
ment is the corporate seal of said corporation, and that said instrument was signed
in behalf of said corporation, by authority of its Board of Directors, and
M. Pease and Lillian J.H. Carroll acknowledged said
instrument to be the free act and deed of said corporation.

Irene C. Kala
IRENE C. KALA
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 8th day of November 1968, before me the subscriber,
a Notary Public in and for said County, appeared CARL T. HALL
to me personally known, who being by me duly sworn did say that he is the Staff
Supervisor of Right of Way authorized by and for MICHIGAN BELL TELEPHONE COMPANY,
a Michigan corporation, and that said instrument was signed in behalf of said cor-
poration, by authority of its Board of Directors, and CARL T. HALL
acknowledged said instrument to be the free act and deed of said corporation.

MELFORD HARTMAN
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 3, 1971

Melford Hartman
Notary Public, Wayne County, Michigan
Acting in Oakland

My Commission Expires: _____

REGISTERED RIGHT OF WAY NO. 26133

DESCRIPTION

APPENDIX "A"

Land in Canton Twp., Wayne County, Michigan, being part of the N.E. 1/4 of Section 1, T. 2 S., R. 8 E., and described as follows:

Commencing at the North 1/4 corner of said Section 1; thence N. 89° 44' E. along the North line of said Section 1, 1393.78 ft. to a point, said point being the Northwest corner of Holiday Park Subdivision (Liber 88 of Plats, Pages 69 & 70, W.C.R.), said point also being S. 89° 44' W. 1390.52 ft. from the N.E. corner of said Section 1; thence S. 0° 11' 11" E. along the West line of said Holiday Park Sub'n. 65.00 ft. to a point, said point being the N.E. corner and the point of beginning of the parcel herein described; thence S. 0° 11' 11" E., along the West line of said Holiday Park Sub'n. 1115.00 ft. to a point; thence S. 89° 39' 45" W. along a jog in said Holiday Park Sub'n. 2.04 ft. to a point; thence S. 0° 28' 15" E. continuing along the West line of Holiday Park Sub'n. No. 2 (Liber 88, Pages 82 & 83 of Plats, W.C.R.), 429.00 ft. to a point; thence S. 89° 31' 45" W. 280.00 ft. to a point; thence N. 20° 31' 45" E. 188.00 ft. to a point; thence N. 0° 28' 15" W. 53.00 ft. to a point; thence N. 35° 11' 30" E. 40.00 ft. to a point; thence N. 14° 11' 30" E. 136.00 ft. to a point; thence N. 50° 48' 30" W. 129.00 ft. to a point; thence N. 39° 11' 30" E. 190.00 ft. to a point; thence N. 50° 48' 30" W. 53.00 ft. to a point; thence N. 89° 48' 30" W. 110.00 ft. to a point; thence N. 0° 11' 30" E. 322.00 ft. to a point; thence N. 89° 48' 30" W. 15.00 ft. to a point; thence N. 0° 11' 30" E. 173.00 ft. to a point; thence N. 30° 48' 30" W. 373.00 ft. to a point on the Easterly line of proposed Highway I-275; thence along said Easterly Highway line N. 19° 11' 30" E. 29.00 ft. to a point on the proposed Southerly line of Joy Road; said point being 110.00 ft. South of the North line of said Section 1; thence N. 84° 22' E. along the proposed Southerly line of Joy Road, 481.13 ft. to a point of beginning, containing 9.85 acres, more or less, or land.

PREPARED BY: Stephen A. McNamee
 2000 Second Avenue
 Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 26133

RETURN TO: HAROLD J. PINALES
 2000 SECOND AVENUE - RM. 226
 DETROIT, MICHIGAN 48226

629

[Faint, mostly illegible text, likely a deed or legal document]

RECEIVED
WAYNE COUNTY MICH.
1958 NOV 15 PM 12 50
BERNARD J. YOUNG SR.
REGISTER OF DEEDS

15-68 00103 - A 176

60

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 21, 1968

**Three M Construction Company
17697 West Ten Mile Road
Southfield, Michigan**

Re: Deer Creek Apartments

Enclosed is the original and three copies of the Agreement for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us.

In addition we are enclosing the original and two copies of the Easement-Restrictions. Please have the original and one copy executed and return same to us. The third copy is for your records. Note that this is a "blanket" easement. We will record same and then re-record with an "as installed" drawing when our lines are placed in the project. The "as installed" drawing will show six (6') foot easements along the planned centerlines. On re-recording the easement the following language will be added to the easement instrument: "This easement is re-recorded for the purpose of showing the "as installed" centerlines and width of easements granted herein as shown on drawing attached hereto."

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

Prompt return of these instruments fully completed will assist in prompt scheduling of our work to be completed in your project. Please return all documents to:

Stephen A. McNamee
Staff Attorney
2000 Second, Room 226
Detroit, Michigan 48226
(Phone - Woodward 2-2100, Extension 2226)

Very truly yours,



SAMcN/kw

Stephen A. McNamee

RECORDED RIGHT OF WAY NO. 26133

Re: Deer Creek Apartments

I

Lawyers Title Insurance Corporation

Title and Encumbrance Search

The Detroit Edison Company

2000 Second Avenue

Detroit, Michigan, 48226

Attn: Mr. Stephen A. McNamee

Order No. E-879507

Detroit, Michigan October 18, 1968

Gentlemen:

From an examination only of the records of the Register of Deeds Office, Wayne County, Michigan, covering property described as follows, to-wit: Land in Canton Township, Wayne County, Michigan, being part of the Northeast 1/4 of Section 1, Town 2 South Range 8 East, and described as follows:
 Commencing at the North 1/4 corner of said Section 1; thence North 89 degrees 44 minutes East along the North line of said Section 1, 1393.78 feet to a point, said point being the Northwest corner of Holiday Park Subdivision (Liber 88 of Plats, Pages 69 and 70 Wayne County Records), said point also being South 89 degrees 44 minutes West 1390.52 feet from the Northeast corner of said Section 1; thence South 0 degrees 11 minutes 11 seconds East along the West line of said Holiday Park Subdivision, 65.00 feet to a point, said point being the Northeast corner and the point of beginning of the parcel herein described; thence South 0 degrees 11 minutes 11 seconds East, along the West line of said Holiday Park Subdivision, (See over)

It appears that the grantor and grantee in the last recorded deed are as follows:

Quit Claim Deed #F321171 from Martin Kopitz, Barbara Kopitz, his wife; Mayer Morganroth, Sheila Morganroth, his wife, Martin Trepel, a single man, and Morton Davidson, a single man, --to-- Three M Construction Company, a Michigan Corporation, 17697 West Ten Mile Road, Southfield, Michigan, dated September 16, 1968, recorded September 24, 1968 in Liber 16790, Page 434 of Wayne County Records.

We find the following undischarged encumbrances:

Mortgage #C744799 from Three M Construction Company, a Michigan Corporation, 942 First National Building, Detroit, Michigan, By: Mayer Morganroth, Vice President, --to-- Union Investment Company, a Michigan Corporation, Second Floor, First National Building, Detroit, Michigan, dated August 12, 1968, recorded August 23, 1968 in Liber 16760, Page 494 of Wayne County Records. Amount \$1,600,000.00


An examination of United States Internal Revenue liens filed or recorded in the office of the Register of Deeds of Wayne County, Michigan, against Three M Construction Company, Morton Davidson, Martin Trepel, Mayer Morganroth, Sheila Morganroth, his wife, Martin Kopitz and Barbara Kopitz, his wife.

discloses none except:

NOTE: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this company's liability is limited to the amount paid for this information.

Search made to October 9, 1968

Lawyers Title Insurance Corporation



Authorized Signature

F 578

"This abstract does not include any instrument, however designated, which has been filed as a 'financing statement' pursuant to the Uniform Commercial Code (PA 1962, No. 174, effective January 1, 1964)."

RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, DETROIT, MICHIGAN, LIBER 16790, PAGE 434

LAND DESCRIPTION CONTINUED:

1115.00 feet to a point; thence South 89 degrees 39 minutes 45 seconds West along a jog in said Holiday Park Subdivision, 2.04 feet to a point; thence South 0 degrees 28 minutes 15 seconds East continuing along the West line of Holiday Park Subdivision No. 2 (Liber 88, Pages 82 and 83 of Plats, Wayne County Records), 429.00 feet to a point; thence South 89 degrees 31 minutes 45 seconds East 188.00 feet to a point; thence North 20 degrees 31 minutes 45 seconds East 188.00 feet to a point; thence North 0 degrees 28 minutes 15 seconds West 53.00 feet to a point; thence North 35 degrees 11 minutes 30 seconds East 40.00 feet to a point; thence North 14 degrees 11 minutes 30 seconds East, 136.00 feet to a point; thence North 50 degrees 48 minutes 30 seconds West 129.00 feet to a point; thence North 39 degrees 11 minutes 30 seconds East 190.00 feet to a point; thence North 50 degrees 48 minutes 30 seconds West 53.00 feet to a point; thence North 89 degrees 48 minutes 11 minutes 30 seconds East 322.00 feet to a point; thence North 89 degrees 48 minutes 30 seconds West 15.00 feet to a point; thence North 0 degrees 11 minutes 30 seconds East 173.00 feet to a point; thence North 30 degrees 48 minutes 30 seconds West 373.00 feet to a point on the Easterly line of proposed Highway I-275; thence along said Easterly Highway line North 19 degrees 11 minutes 30 seconds East 29.00 feet, to a point on the proposed Southernly line of Joy Road; said point being 110.00 feet South of the North line of said Section 1; thence North 84 degrees 22 minutes East along the proposed Southernly line of Joy Road, 481.13 feet to a point of beginning, containing 9.85 Acres, more or less, or land.

Re: Deer Creek Apartments

I

Lawyers Title Insurance Corporation

Title and Encumbrance Search

The Detroit Edison Company

2000 Second Avenue

Detroit, Michigan, 48226

Attn: Mr. Stephen A. McNamee

Order No. E-879507

Detroit, Michigan, October 18, 1968

Gentlemen:

From an examination only of the records of the Register of Deeds Office, Wayne County, Michigan, covering property described as follows, to-wit: **Land in Canton Township, Wayne County, Michigan, being part of the Northeast 1/4 of Section 1, Town 2 South Range 8 East, and described as follows:**
Commencing at the North 1/4 corner of said Section 1; thence North 89 degrees 44 minutes East along the North line of said Section 1, 1393.78 feet to a point, said point being the Northwest corner of Holiday Park Subdivision (Liber 88 of Plats, Pages 69 and 70 Wayne County Records), said point also being South 89 degrees 44 minutes West 1390.52 feet from the Northeast corner of said Section 1; thence South 0 degrees 11 minutes 11 seconds East along the West line of said Holiday Park Subdivision, 65.00 feet to a point, said point being the Northeast corner and the point of beginning of the parcel herein described; thence South 0 degrees 11 minutes 11 seconds East, along the West line of said Holiday Park Subdivision, (See over)

It appears that the grantor and grantee in the last recorded deed are as follows:

Quit Claim Deed #F321171 from Martin Kopitz, Barbara Kopitz, his wife; Mayer Morganroth, Sheila Morganroth, his wife, Martin Trepel, a single man, and Morton Davidson, a single man, --to-- Three M Construction Company, a Michigan Corporation, 17697 West Ten Mile Road, Southfield, Michigan, dated September 16, 1968, recorded September 24, 1968 in Liber 16790, Page 434 of Wayne County Records.

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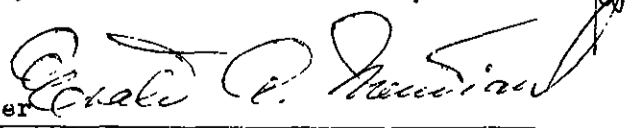
An examination of United States Internal Revenue liens filed or recorded in the office of the Register of Deeds of Wayne County, Michigan, against **Three M Construction Company, Morton Davidson, Martin Trepel, Mayer Morganroth, Sheila Morganroth, his wife, Martin Kopitz and Barbara Kopitz, his wife.**

discloses none except:

NOTE: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this company's liability is limited to the amount paid for this information.

Search made to **October 9, 1968**

Lawyers Title Insurance Corporation



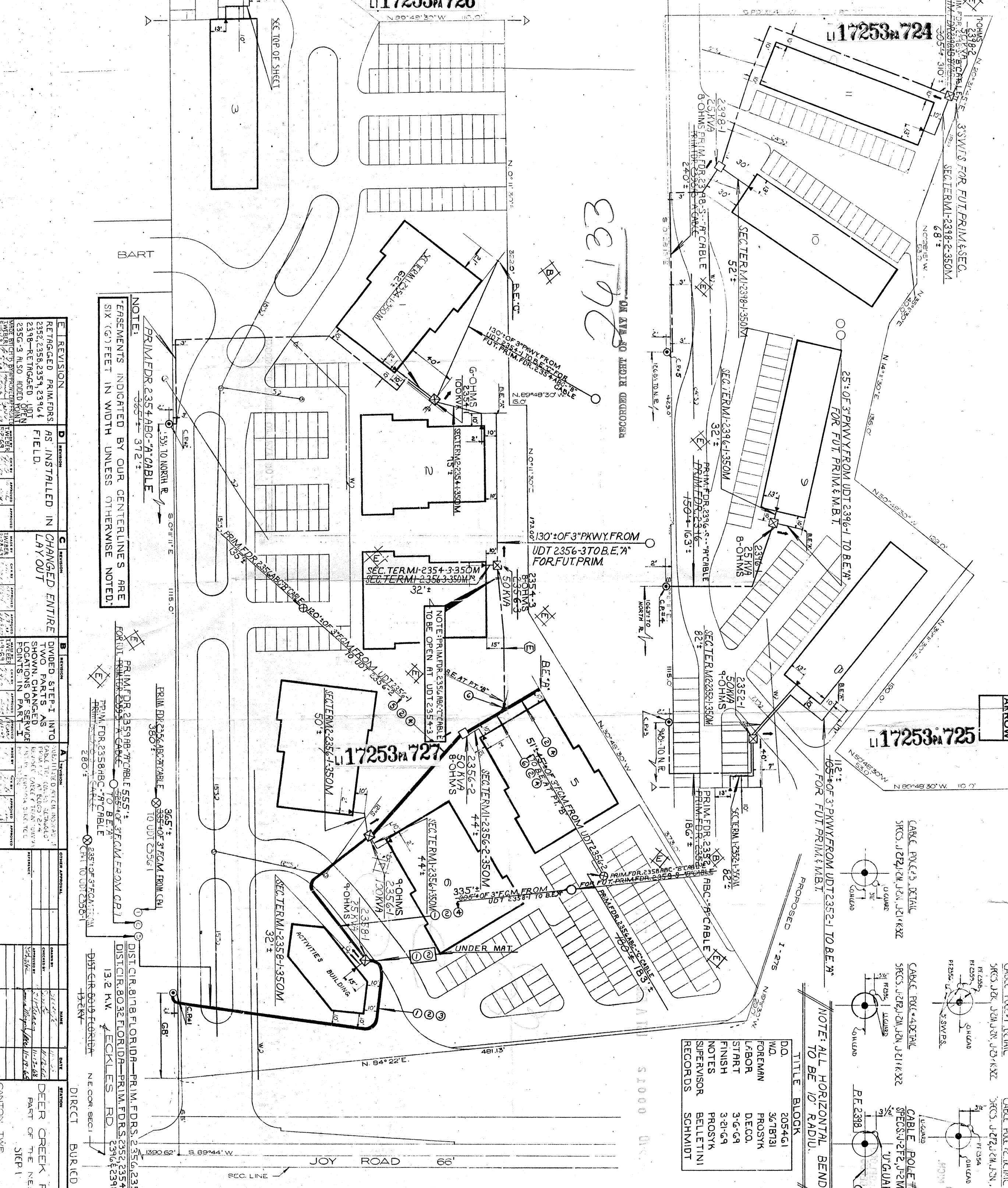
Authorized Signature

"This abstract does not include any instrument, however designated, which has been filed as a 'financing statement' pursuant to the Uniform Commercial Code (PA 1962, No. 174, effective January 1, 1964)."

RECORDED UNDER CT FILE NO. 26138

115.00 feet to a point; thence South 89 degrees 39 minutes 45 seconds West along a jog in said Holiday Park Subdivision, 2.04 feet to a point; thence South 0 degrees 28 minutes 15 seconds East continuing along the West line of Holiday Park Subdivision No. 2 (Liber 88, Pages 82 and 83 of Plat, Wayne County Records), 429.00 feet to a point; thence South 89 degrees 31 minutes 45 seconds West 280.00 feet to a point; thence North 20 degrees 31 minutes 45 seconds East 188.00 feet to a point; thence North 0 degrees 28 minutes 15 seconds West 53.00 feet to a point; thence North 35 degrees 11 minutes 30 seconds East 40.00 feet to a point; thence North 14 degrees 11 minutes 30 seconds East, 136.00 feet to a point; thence North 50 degrees 48 minutes 30 seconds West 129.00 feet to a point; thence North 39 degrees 11 minutes 30 seconds East 190.00 feet to a point; thence North 50 degrees 48 minutes 30 seconds West 53.00 feet to a point; thence North 89 degrees 48 minutes 30 seconds West 110.00 feet to a point; thence North 0 degrees 11 minutes 30 seconds East 322.00 feet to a point; thence North 89 degrees 48 minutes 30 seconds West 15.00 feet to a point; thence North 0 degrees 11 minutes 30 seconds East 173.00 feet to a point; thence North 30 degrees 48 minutes 30 seconds West 373.00 feet to a point; thence North 30 degrees 48 minutes 30 seconds West 373.00 feet to a point on the Easterly line of proposed Highway I-275; thence along said Easterly Highway line North 19 degrees 11 minutes 30 seconds East 29.00 feet, to a point on the proposed Southernly line of Joy Road; said point being 110.00 feet South of the North line of said Section 1; thence North 84 degrees 22 minutes East along the proposed Southernly line of Joy Road, 481.13 feet to a point of beginning, containing 9.85 Acres, more or less, or land.

LAND DESCRIPTION CONTINUED:



REVISION	DATE	BY	DESCRIPTION
E	11/2/88	WV	RETAGGED PRIMERS AS INSTALLED IN CHANGED ENTIRE
D	11/2/88	WV	RETAGGED PRIMERS AS INSTALLED IN CHANGED ENTIRE
C	11/2/88	WV	RETAGGED PRIMERS AS INSTALLED IN CHANGED ENTIRE
B	11/2/88	WV	RETAGGED PRIMERS AS INSTALLED IN CHANGED ENTIRE
A	11/2/88	WV	RETAGGED PRIMERS AS INSTALLED IN CHANGED ENTIRE

NO.	DATE	BY	DESCRIPTION
1	11/2/88	WV	ISSUED FOR PERMITS
2	11/2/88	WV	ISSUED FOR PERMITS
3	11/2/88	WV	ISSUED FOR PERMITS

NO.	DATE	BY	DESCRIPTION
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3	11/2/88	WV	ISSUED FOR PERMITS

DEER CREEK PARK APTS
 PART OF THE NE 1/4 OF SEC 1
 CANTON TWP
 WAYNE CO
 MBT JOB NO. K22222
 DIRECT BURIED SYSTEM
 THE PERMIT ENGINEER COMPANY
 UNDERGROUND LINES DEPARTMENT
 DATE: 11/2/88
 DRAWING NO: 60001
 SHEET 1 OF 1