#### APARTMENTS

A 54323

AGREEMENT - EASEMENT - RESTRICTIONS

15th day of Marc This instrument made this , 19 71 by and between the undersigned Owners and 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 called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

#### WITNESSETH:

WHEREAS, Owners are erecting apartments known as Colchester
Development Phase I , on land in the Township of Clinton ,
County of Macomb , State of Michigan, as described in Appendix "A",
attached hereto and made a part hereof, and EDISON and BELL will install their
electric and communication facilities underground except necessary above ground
equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

- (1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- (2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and 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 or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of ngeligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.
- (4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing.
- (5) Easements herein granted are subject to the following restrictions:
  - Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
  - Owners will place survey stakes indicating building plot lines and property lines before trenching.

DE FORM LE 11 1-71 CS

-1-

This easement is re-recorded for the purpose of showing the planned "as installed" centerlines RECORDS AT: 9:05 A M. of easements granted as shown on the drawing attached hereto.

RECORDED IN MACOMB COUNTY

CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

RECORDED IN MACOMB COUNTY

1) C. 141 & 626, RECORDS AT: 10: 520 M.

### LIBER 2176 PAGE 871 LIBER 2262 PAGE 74

- No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate.
- EDISON and BELL shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.
- h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of 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 on the day and year first above written. THE DETROIT EDISON COMPANY In the Presence of: RNOLD. DIRECTOR Hazel L. Brandau MICHIGAN BELL TELEPHONE COMPANY Ву CARL T. HALL Staff Supervisor (Authorized Signature) Ву **GUENTHER** 

-2-

Notary Dublic, Oakland County, Michigan

My Commission Expires:\_\_\_\_

MELFORD HARTMAN

Notary Public, Wayne County, Migh,

Acting in Oakland County

My Commission Expires Oct. 3, 1971

RECORDED RIGHT OF WAY NO.

acknowledged said instrument to be the free act and deed of said corporation.

# LIBER 2176 PAGE 873 LIBER 2262 PAGE 76

In the Presence of:

John J. Robinson
Stelle Teur

Colchester Nonprofit Housing Corporation a Michigan corporation

Y: Comme

Laurence . Elliott Ssistant Treasuzer

James W. RE11

James W. BEll Assistant Secretary

STATE OF MICHIGAN ) ss COUNTY OF Hayne

On this 15th day of March , 1971, before me the subscriber, a

Notary Public, in and for said County appeared Laurence J. Elliott and

James W. Bell to me personally known, who being by me duly sworn did say
they are the Asst. Treasureand Asst. Secretary COLCHESTER NONPROFIT HOUSING
CORPORATION, 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 Goldwyn J. Robinson
and Stella Tew acknowledged said instrument to be the free act and deed of
said corporation.

Notary Public Wayne County, Michigan

My Commission Expires April 4, 1971

#### APPENDIX "A"

A parcel of land in and being a part of Ascot Park Subdivision, being parts of P.C.'s No. 141 and 626, T.2N, R.13E., Clinton Township, Macomb County, Michigan as recorded in Liber 5, Page 32, Macomb County Records and being more particularly described as follows:

Commencing at the intersection of the East line of P.C. 626 (being the centerline of Walnut Street, 66' wide) and thence extending S. 0°04'13" W. 50.0 feet to South Line of Joy Blvd.; thence N. 86°56'57" W. 33.0 feet to the point of beginning; thence S. 03°04'13" W. 396.0 feet along West line of Walnut Street, thence N. 86°56'57" E. 883.36 feet; thence °. 03°03'03" W. 728.35 feet; thence N. 87°16'28" W. 244.17 ft. along southerly line of Ascot Park Subdivision to a monument; thence N. 02°46'37" E. 1125.75 feet along easterly line of Colchester Avenue to an Iron; thence S. 86°56'57" E. 1133.05 feet to the point of beginning and containing 14.09706 acres more or less.

PREPARED BY: Peter A. Marquardt 2000 Second Avenue Detroit, Michigan 48226

RETURN TO: James C. Wetzel

2000 Second Avenue - Rm. 226

Detroit, Michigan 48226

MEMORANDUM ORDER FOR GENERAL USE DE FORM HS 77 12-330 RE: VEDERIROUND AVICE - Goldheuter Development Ass I-Glimten Tup., Matomb Go.		
Agreement-ensement-rentriations obtained. OK to proceed with countraction.		
COPIES TO: E. Hiles - Ht. Clemens	signed Marquard	
	P. A. Harquardt Law Department	
REPORT		
DATE RETURNED TIME	SIGNED	

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 3, 1972

Metropolitan Detroit Citizens
Development Authority
Colchester Nonprofit Housing Corp.
1132 Washington Boulevard
Detroit, Michigan 48226

RE: Colchester Development Phase I

Gentlemen:

We are enclosing herewith a copy of the "as installed" Drawing No. <u>MU2-4-2751</u> for the underground electric and communication services for the above named project.

Very truly yours,

James J. Daskaloff Staff Attorney

JJD: jpm

Enclosure

MAR 13 72

2000 SECOND AVENUE

#### DETROIT, MICHIGAN 48228

HOVANCE HLUSIEG LORP. Date: 9-22-71 1910 - ROBERT T LORGUNAY BLUD. I-LINT - 1001 -42053

Re: LOLCHESTER SEVELOPMENT CLINITUM TWO MARCONE COUNTY SIEP I.

Pursuant to establishing a field construction date for the above named project, it is necessary that we determine the condition of the grade in the area of construction. Work cannot start until this is accomplished.

Please sign and return three copies of the certificate below. You may retain the fourth copy for your file.

Very truly yours.

Service Planner

9-22-71

C-E-R-T-I-F-I-C-A-T-E

I / We, the undersigned, hereby certify to The Detroit Edison Company that all grading on the above subject development has been completed and is within four (4) inches of final grade.

I / We, the undersigned, further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of The Detroit Edison Company underground construction drawing No.  $\underline{NU} 2-4-275/$  for this development is in my/our possession and will be used for this purpose.

Signed

9-22-71

Signed

Title

2000 SECOND AVENUE Detroit Michigan 48226

March 4. 1971

Metropolitan Detroit Citizens Development Authority 1132 Washington Blvd. Detroit, Michigan 48226

Re: Colchester Development Phase I

Gentlemen:

Enclosed is the original and three copies of the Agreement-Easement-Restrictions 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 order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses and notary.

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

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

Peter n. Marquardt , Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2571 ).

Very truly yours,

Peter A. Marquardt,

Law Department

Enclosures

2000 SECOND AVENUE DETROIT, MICHIGAN 48226

March 4, 1971

Metropolitan Detroit Citizens Development Authority 1132 Washington Blvd. Detroit, Michigan 48226

Re: Colchester Development Phase I

#### Gentlemen:

Enclosed is the original and three copies of the Agreement-Easement-Restrictions 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 order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses and notary.

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

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

Peter A. Marquardt , Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2571).

Very truly yours,

Peter A. Marqua

Peter A. Marquardt Law Department

:**sa** Enclosures

2000 SECOND AVENUE DETROIT, MICHIGAN 48226

January 5, 1971

Metropolitan Detroit Citizens Development Authority 2761 East Jefferson Detroit, Michigan

> Colchester Development Clinton Township Macomb County, Michigan

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will cwn, install and maintain its electric lines and equipment and provide trenching in easements six (6t) feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$ 13,000 based on 6.500 estimated trench feet at the rate of \$ 2.00 per trench foot. This estimated cost is based on the location of lines and equipment as shown on the combined utility plan as approved on 12-16-70 . Upon completion, field measurements may require an adjustment in this cost figure. Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made therefor shall be subject to and in accordance with the orders and rules and regulations adopted and approved by the Michigan Public Service Commission.

Normally, trenching operations will not be undertaken during December, January, February, or March unless soil conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

For your convenience, we will bill you on terms of thirty (30) days.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Edward miles

Edward Miles

Service Planner

RECORDED RIGHT OF WAY NO.

Date: 1/25/71

# **Lawyers Title Insurance Corporation**

A Stock Company Home Office - Richmond Airginia

CASE NO. L-41016

**AMOUNT** 

POLICY OF TITLE INSURANCE

SCHEDULE A

DATE OF POLICY February 16, 1971

at 5:00 P.M. NAME OF INSURED

000.00**،** 338و3 As their interest may appear the SECRETARY OF HOUSING AND URBAN DEVELOP-MENT, of Washington, D. C., his successors and assigns, and/or JAMES T. BARNES & COMPANY, a Michigan Corporation, the latter of whom is owner of the mortgage indebtedness.

1. The estate or interest in the Land described in this Schedule and who has encombered by the resured most rage is

Fee Simple.

2. The estate or interest, eferred to herein is at Date at Policy vested in.

Colchester Nonprofit Housing Corporation, a Michigan Corporation.

The mortgage, herein referred to as the insured mortgage, and the assignments therept, if any, are described. as follows:

Mortgage for the sum of \$3,338,000.00, executed by Colchester Nonprofit Housing Corporation, a Michigan Corporation, to James T. Barnes & Company, a Michigan Corporation, dated February 11, 1971 and recorded February 16, 1971 in Liberz/66 Page 20, Macomb County Record. Regulatory Agreement dated February 11, 1971 and recorded February 16, 1971 in Liber 2/16, Page 966, Macomb County Records.

4. The land referred to in this policy is described as follows:

(See attached Page 2)

RECORDED RIGHT OF WAY NO. 2758

Countersigned:

Beating auf beit ber . .

Issued at: DefaOil, MICHIGAN

Cachoce oce file oft Authorized Officer or Agent

CRESTALL Page 1—Sched, A—Policy No. \$ 35930

# Lawyers Title Insurance Grporation

A Stock Company
Home Office - Richmond Virginia

Case No. L-41016

SCHEDULE A. cont'd.

ITEM #4

Land in the Township of Clinton, County of Macomb, State of Michigan, described as:

A parcel of land in and being a part of Ascot Park Subdivision, being parts of Private Claims No. 141 and 626, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, as recorded in Liber 5, Page 32, Macomb County Records, and being more particularly described as follows:

Commencing at the intersection of the East line of Private Claim 626 (being the centerline of Walnut Street, 66 feet wide) and thence extending South 0 degrees 04 minutes 13 seconds West 50.0 feet to South line of Joy Blvd.; thence North 86 degrees 56 minutes 57 seconds West 33.0 feet to the point of beginning; thence South 03 degrees 04 minutes 13 seconds West 396.0 feet along West line of Walnut Street; thence North 86 degrees 56 minutes 57 seconds East 883.36 feet; thence South 03 degrees 03 minutes 03 seconds West 728.35 feet; thence North 87 degrees 16 minutes 28 seconds West 244.17 feet along Southerly line of Ascot Park Subdivision to a monument; thence North 02 degrees 46 minutes 37 seconds East 1125.75 feet along Easterly line of Colchester Avenue to an Iron; thence South 86 degrees 56 minutes 57 seconds East 1133.05 feet to the point of beginning and containing 14.09706 acres, more or less; excepting that part of this described property located within 60 feet of the centerline of Henry B. Joy Boulevard and within 60 feet of the centerline of North Walnut Street;

said land being also described as:

All of Lots 250-253 inclusive and the North 81 feet of Lots 164-167 inclusive of Ascot Park Subdivision, Macomb County, Michigan (Liber 5, Page 32) including adjacent streets and alleys all as vácated by Macomb County Circuit Court Order recorded in Liber 249 of Deeds, Page 73, Macomb County Records, except the Easterly 60 feet thereof. Also including other lands in said Ascot Park Subdivision described as Lot 254 except the North 10 feet and except the East 27 feet; all of Lots 255-274 inclusive except the North 10 feet thereof; all of Lots 233-249 inclusive; the North 81 feet of Lots 168-179 inclusive; all of Lot 180 except the Easterly 10 feet of the Southerly 44 feet; all of Lots 181-184 inclusive, 143-146 inclusive, 114-117 inclusive, 76-79 inclusive, 50-53 inclusive; and the Westerly 40 feet of Lots 49, 80, 113, and 147; reserving and excepting the following described parcel of lands which is to be given to the Macomb County Road Commission, said land being described as lying within the Township of Clinton, County of Macomb, Michigan, to-wit: A strip of land 60 feet wide

(Continued on attached Page 3)

Page 2 of Sched. A Pol. No. S-35936

A Stock Company
Home Office - Richmond Virginia Case No. L-41016
SCHEDULE Acourd.

ITEM #4-cont'd.

located adjacent to and South of the center line of Henry B. Joy Boulevard (said center line as defined in and shown on Ascot Park Subdivision Plat as recorded in Macomb County Plats, Liber 5, Page 32) and extending from the East line of Colchester Avenue Easterly to the East line of Private Claim 626. The above-described strip of land includes the Northerly 10 feet of Lots 254 to 274 of said Ascot Park Subdivision as originally platted and recorded. Also a strip of land 60 feet wide located adjacent to and West of the East line of Private Claim 626. (Also the center line of North Walnut Street) from the center line of Henry B. Joy Boulevard to the South line of the above mentioned Ascot Park Subdivision. The above-described strip of land includes the Easterly 27 feet of Lots 33,96, 97, 163, 164, 253 and 254 of said Ascot Park Subdivision as originally platted and recorded.

\* \* \*

# **Jauvers Title Insurance Corporation**

A Stock Company Home Office Richmond Nitgitia

Case No. L-41016

#### SCHEDULE 8-PART I

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

1. Easements to Township of Clinton for sewer, as recited in instrument dated December 28, 1970 and recorded December 29, 1970 in Liber 2157, Page 678, Register No. A-42597, the centerlines thereof being described as follows:

The centerline of 12 feet wide permanent easement described as follows: Beginning at a point 73 feet South of and 11 feet West of the Northeast corner of Lot 145 of "Ascot Park Subdivision" (Liber 5, Page 32), thence Northeasterly to the point of ending, said point of ending being 50 feet South of and 1 foot East of the Northwest corner of Lot 179 of said Subdivision.

The centerline of 12 feet wide permanent easement described as follows: Beginning at a point 15 feet South of and 18 feet West of the Northeast corner of Lot 236 of "Ascot Park Subdivision" (Liber 5, Page 32), thence Southeasterly to the point of ending, said point of ending being 50 feet South of and 1 foot East of the Northwest corner of Lot 179 of said Subdivision.

The centerline of 12 feet wide permanent easement described as follows: Beginning at a point 34 feet South of and 28 feet West of the Northeast corner of Lot 241 of "Ascot Park Subdivision" (Liber 5, Page 32), thence

ginning a primer of Lot 241 buth to the point of end f and 28 feet West of the North ivision.

The centerline of a 10 foot wide permanent easement 5 feet East of and parallel to the West line of Lots 274, 117, 76 and 53, all of "Ascot Park Subdivision" (Liber 5, Page 34, 117, 76 and 53, all of "Ascot Park Subdivision" (Liber 5, Page 32), then centerline of 12 feet wide permanent easement described as follows: Beginning at a point 15 feet North of and 5 feet East of the Southwest corner of Lot 258 of "Ascot Park Subdivision" (Liber 5, Page 32), then corner of Lot 258 of "Ascot Park Subdivision" (Liber 5, Page 32), then corner of Lot 258 of "Ascot Park Subdivision" (Liber 5, Page 32), then corner of Lot 171 said

\*\*Continued on attached Pages 2 and 3)

\*\*CHEDULE B—PART !!

\*\*Continued on attached Pages 2 and 3)

\*\*CHEDULE B—PART !!

\*\*Continued on attached Pages 2 and 3)

\*\*CHEDULE B—PART !!

\*\*Continued on attached Pages 2 and 3)

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any he shown, but the Company incides that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest.

Page 1 of School B. Policy No. \$ 35936

Palloy 82 Litho in U.S.A.

# Lawyers Title Insurance Corporation

A Stock Company Home Office - Richmond Virginia

Case No. L-41016

SCHEDULE B. cont'd.

#### EXCEPTIONS CONT'D:

- 2. Terms, conditions, provisions, control's agreements and building and use restrictions of the Urban Renewal Plan adopted pursuant to Neighborhood Development Program Master Agreement and Neighborhood Development Program Funding Agreement incorporated by reference thereto in Liber 2115, Page 332, Macomb County Records.
- 3. Easements for Watermain to Township of Clinton recited in instrument dated December 28, 1970 and recorded December 29, 1970 in Liber 2157, Page 681, Register No. A-42599, Macomb County Records, the centerlines thereof being described as follows:
- 12 feet wide permanent easement described as the West 12 feet of the East 39 feet of Lot 254 of Ascot Park Subdivision (Liber 5, Page 32) and vacated Lots 253, 164, 163, 97, 96 and 33 (Liber 249, Page 73) of said Subdivision.

The centerline of a 12 foot wide permanent easement described as follows: Beginning at a point 60 feet South of and 2 feet East of the Northwest corner of Lot 173 of "Ascot Park Subdivision" (Liber 5, Page 32); thence Northerly to a point 15 feet South of and 2 feet East of the Southwest corner of Lot 244 of said Subdivision; thence Northwesterly to the point of ending being 16 feet South of and 15 feet West of the Northwest corner of said Lot 244.

The centerline of a 12 foot wide permanent easement described as follows: Beginning at a point 60 feet South of and 14 feet West of the Northeast corner of Lot 180 of "Ascot Park Subdivision" (Liber 5, Page 32); thence Southerly to the point of ending being 25 feet North of and 14 feet West of the Southeast corner of Lot 113 of said Subdivision.

An 18 foot wide permanent easement described as the public alley adjacent to and parallel with the South line of Lots 37 through 53, both inclusive, of "Ascot Park Subdivision" (Liber 5, Page 32) and vacated Lots 33 through 36 inclusive (Liber 249, Page 73) of said Subdivision.

The centerline of a 12 foot wide permanent easement described as follows: Beginning on the West line of Lot 117 "Ascot Park Subdivision" (Liber 5, Page 32) 90 feet South of the Northwest corner of said lot; thence Easterly to the point of ending being 90 feet South of and 14 feet West of the Northeast corner of Lot 113 of said Subdivision.

(Continued on attached Page 3)

Page 2 of Sched B Pol. No. \$ 35936

LIVEL OF WAY NO TOSA

# Lauryers Title Insurance Corporation

A Stock Company
Home Office Richmond Nightin
SCHEDULE B.cont'd.

Case No. L-41016

#### EXCEPTIONS CONT'D:

4. Easement to Township of Clinton for Sewer and Watermain as recited in instrument dated December 28, 1970 and recorded December 29, 1970 in Liber 2157, Page 680, Register No. A-42598, the centerline being described as follows:

The centerline of 20 foot wide permanent easement described as follows: Beginning at a point 20 feet West of and 55 feet South of Northeast corner of Lot 180 of "Ascot Park Subdivision" (Liber 5, Page 32), thence East to the point of ending, said point of ending being 250 feet South of and 27 feet West of the Southeast corner of Lot 254 said subdivision.

5. Anything herein contained to the contrary notwithstanding, the liability of the Company extends only to \$335,456.00, the aggregate of amounts actually disbursed at the date hereof under the terms of the mortgage set forth in Schedule A-3. Any disbursements made subsequent to the date hereof shall be made only with the approval in writing by the Company and such written approval shall have the effect of insuring such disbursements as a valid lien prior to any interests or liens of record and prior to any unrecorded mechanics liens arising from non-payment of bills covering the improvements set forth in the work progress and inspection report submitted in connection with such disbursement, as of the date of approval of such disbursement.

It is further understood and agreed that this policy does not insure against the possibility of mechanics' liens relating to labor and materials furnished subsequent to the date of this policy nor does this policy guarantee completion of the improvements now in progress.

