

GREENFIELD PLAZA SHOPPING CENTER  
APARTMENTS

AGREEMENT - EASEMENT - RESTRICTIONS

1-10  
36

This instrument made this 22nd day of NOVEMBER, 19 77, 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 1965 Case Avenue, Detroit, Michigan, 48226, hereinafter called "BELL".

W I T N E S S E T H :

WHEREAS, Owners are erecting ~~apartments~~ known as GREENFIELD PLAZA SHOPPING CENTER, on land in the City of Southfield, County of Oakland, 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 ~~BELL~~ upon receipt of a statement therefor. Further, if the lines or facilities of EDISON ~~BELL~~ are damaged by acts of negligence 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 ~~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. However, secondary electric service and ~~communication~~ entrance line locations, as shown on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.

(5) Owners to pay the cost of conduit for electric and/or ~~communication~~ facilities to accomodate patios or similar site conditions.

(6) Easements herein granted are subject to the following ~~restrictions~~ and additional conditions:

- a. Said easements shall be subject to Order of ~~the~~ Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

"This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto."

RECORDED RIGHT OF WAY NO. 31266

977 DEC 15 PM 3:37  
CLERK AND COUNTY REGISTER OF DEEDS & RECORDS  
Lynn D. Allen  
CLERK OF DEEDS & RECORDS

132  
9.00

- b. Owners will place survey stakes indicating building plot lines and property lines before trenching.
- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- d. 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.
- e. 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. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
- g. EDISON and ~~EDISON~~ 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 ~~EDISON~~ 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.

In the Presence of:

Mary Ann Klos  
 MARY ANN KLOS

L. Katherine Hayes  
 L. KATHERINE HAYES

\_\_\_\_\_

\_\_\_\_\_

THE DETROIT EDISON COMPANY

By [Signature]  
 ROBERT R. TEWKSBURY, DIRECTOR  
 Real Estate and Rights of Way Dept.

By [Signature]  
 IRENE C. KATA ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By [Signature]  
 Staff Supervisor, Right of Way  
 (authorized signature)

RECORDED IN THE DEPT. OF TAX NO. 31246 8 11-30-77

STATE OF MICHIGAN )  
 )  
 ) SS.  
COUNTY OF WAYNE )

On this 2nd day of December, 1977, before me the  
subscriber, a Notary Public in and for said County, appeared R.R. Tewksbury  
and Irene C. Kata, to me personally known, who being by me duly sworn  
did say they are the Dir., R/E & R/W Dept. and 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  
R. R. Tewksbury and Irene C. Kata acknowledged said  
instrument to be the free act and deed of said corporation.

T. KATHERINE HAYES  
Notary Public, Oakland County, Mich.  
Acting in Wayne  
My Comm. Expires February 10, 1980

T. Katherine Hayes  
Notary Public, Wayne County, Michigan

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

STATE OF MICHIGAN )  
 )  
 ) SS.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the subscriber,  
a Notary Public in and for said County, appeared \_\_\_\_\_  
to me personally known, who being by me duly sworn did say that he is \_\_\_\_\_  
\_\_\_\_\_ authorized by and for MICHIGAN BELL TELEPHONE COMPANY  
a Michigan corporation, and that said instrument was signed in behalf of said  
corporation, by authority of its Board of Directors, and \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan

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

3/26/6

KENNETH RAZNICK AND ASSOCIATES,  
NINE MILE-GREENFIELD,  
A Michigan Partnership, General Partner  
3000 Town Center, Suite 2939  
Southfield, Michigan 48075

WITNESSES:

*Ilene Balcoff*  
ILENE BALCOFF

*Kenneth Raznick*  
Kenneth Raznick, Partner

*Luba Suswick*  
LUBA SUSWICK

STATE OF MICHIGAN )  
COUNTY OF Wayne ) SS:

On this 22 day of November 1977, before me, a Notary Public in and for said county, personally appeared Kenneth Raznick, General Partner of the above named Limited Partnership to me known to be the person who executed the foregoing instrument and to me known to be such General Partner and acknowledged that he executed the foregoing instrument as such General Partner, as the free act and deed of said Limited Partnership.

My Commission Expires: BRENDA G. DAVENPORT  
Notary Public, Wayne County, Mich.  
My Commission Expires Aug. 25, 1981

*Brenda G. Davenport*  
Notary Public, Wayne County, Michigan

APPENDIX "A"

Land in the N.E. 1/4 of the N.E. 1/4 of Section 36, Township 1 North, Range 10 East, City of Southfield, Oakland County, Michigan; described as commencing at the N.E. section corner; thence along section line South 88°33'30" West, 80.00 feet; thence South 1°15'00" East, 60.00 feet to the point of beginning; thence along the westerly right-of-way line of Greenfield Road South 1°15'00" East, 890.00 feet to the northerly right-of-way line of Foster Winter Drive; thence along said right-of-way line on the following courses: North 88°44'50" West, 85.08 feet; thence South 88°33'30" West, 222.39 feet; thence 51.16 feet along a curve to the right, radius 32.50 feet, chord North 46°20'45" West 46.04 feet; thence North 1°15'00" West, 853.39 feet to the southerly right-of-way line of Nine Mile Road; thence along said right-of-way line North 88°33'30" East, 340.00 feet to the point of beginning, containing 301,185 sq. feet or 6.9143 acres.

RECORDED RIGHT OF WAY NO. 31266

Prepared by:  
Omer V. Racine  
The Detroit Edison Company  
30400 Telegraph Road, Room 272  
Birmingham, Michigan 48010

1978 MAR 17 PM 1:49  
OFFICE OF THE CLERK OF THE COURT  
CLERK OF THE COURT

TO John BAUM

DATE 11-28-77 TIME \_\_\_\_\_

Re: Underground Service - GREENFIELD PLAZA SHOPPING CENTER  
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: FILE  
REPORT: John BAUM Service Planner

SIGNED: Omer Racine  
Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims  
272 Oakland Division Headquarters

RECORDED RIGHTS OF WAY  
51266

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

TO Records Center

DATE 12-28-77 TIME \_\_\_\_\_

Please setup R/W file for Greenfield Plaza Shopping  
Center N.E. 1/4 of the N.E. 1/4 of Section 36, City of Southfield  
Oakland County.

COPIES TO: \_\_\_\_\_ SIGNED: Omer Racine  
REPORT: \_\_\_\_\_

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

TO John BAUM

DATE 11-28-77 TIME \_\_\_\_\_

Re: Underground Service - GREENFIELD PLAZA SHOPPING CENTER  
ADDITIONAL Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: FILE  
REPORT: John BAUM, SERVICE PLANNER  
L. P. BELLETINI, SUPERVISOR ENG; PLANNING & LAYOUT

SIGNED: Omer Racine  
Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims  
272 Oakland Division Headquarters

RECORDED RIGHTS OF WAY  
51266

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

Detroit  
Edison

Oakland Division  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000  
Phone 645-4378

March 22, 1978

Raznick Development Company  
3000 Town Center, Suite 2939  
Southfield, Michigan 48075

Gentlemen:

Re: GREENFIELD PLAZA SHOPPING CENTER

We are enclosing herewith a copy of the "as installed" Drawing No.  
77A - 64854 for the underground electric and communication  
services for the above named project.

Sincerely,



Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims

OVR/lr  
Enclosures

RECORDED FILED ON MAR 22 1978 31266

**Detroit  
Edison**

Oakland Division  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000

October 25, 1977

RAZNICK DEVELOPMENT COMPANY  
Mr. David Gutow  
3000 Town Center, Suite 2939  
Southfield, Michigan 48075

Gentlemen:

Re: GREENFIELD PLAZA SHOPPING CENTER

Enclosed is the original and two copies of the Agreement-Easement Restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the agreement executed by Bell and Edison and return a fully executed copy to you. The third 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 addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010, Att: Omer V. Racine, Room 272.

Sincerely,



Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims

OVR/lr  
Enclosures

RECORDED RIGHT OF WAY NO. 31266

Detroit

31301

Oakland Division  
39409 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000  
Phone 645-4378

December 28, 1977

Raznick Development Company  
Mr. David Gutow  
3000 Town Center, Suite 2939  
Southfield, Michigan 48075

Gentlemen:

Re: Greenfield Plaza Shopping Center

We are enclosing herewith a fully executed copy of the agreement dated November 22, 1977 for the underground electric and communication service for the above named project.

Sincerely,



Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims

OVR/1s  
Enclosures

RECORDED RIGHT OF WAY NO.

31266



Detroit

Oakland Division  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000

October 25, 1977

RAZNICK DEVELOPMENT COMPANY  
Mr. David Gutow  
3000 Town Center, Suite 2939  
Southfield, Michigan 48075

Gentlemen:

Re: GREENFIELD PLAZA SHOPPING CENTER

Enclosed is the original and two copies of the Agreement-Easement Restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the agreement executed by Bell and Edison and return a fully executed copy to you. The third copy should be retained by you until you receive the fully executed copy from us.

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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 addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010, Att: Omer V. Racine, Room 272.

Sincerely,



Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims

OVR/lrs  
Enclosures

PROPERTY RIGHTS OF WAY NO. 31266

Detroit

Edison

Oakland Division  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000

Date: October 25, 1977

Nine Mile - Greenfield Development Co.

3000 Town Center - Suite 2939

Southfield, MI 48075

Re: Greenfield Plaza Shopping Center

Gentlemen:

The Detroit Edison Company will provide commercial underground electric service to the above stated location pursuant to its rules and rates as currently filed with the Michigan Public Service Commission. It should be noted that these rules and charges are subject to change on the order of the Michigan Public Service Commission. Should such a change take place this instrument is voided and a new instrument will be required to conform with the rules then in effect. These rules establish the following terms and conditions:

1. You will provide a property layout plan suitable for indicating the route of the cables and associated equipment to be provided.
2. Pursuant with signing this document you hereby grant The Detroit Edison Company a right-of-way encompassing an area three feet each side of the cable and associated equipment as installed.
3. You will agree to grant by separate instrument such additional right-of-way on your property as may be deemed necessary for the extension of The Detroit Edison Company's electric facilities.
4. You must provide suitable space and the necessary foundations for pad mounted transformers, primary switching equipment and other above grade equipment and provide trenching, backfilling, conduits and manholes acceptable to the Company for the installation of cables on your property.
5. The Detroit Edison Company will install, own and maintain the primary cable, the transformer or other above grade equipment and will maintain the transformer foundation. Service cable requirements will be fulfilled as per our rules and rates as shown in our current Rate Book.
6. Winter construction charge of \$     --     per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

RECORDED RIGHT OF WAY NO.

31266

Greenfield Plaza Shopping Center

Date October 25, 1977

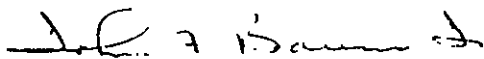
- 7. Extra charges in addition to the above will apply for boring under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.
- 3. The cost to you for said underground electric line and equipment installation is \$ 4,031.00 based on 680 trench feet for primary and/or secondary cable, 650 KVA (nameplate) of transformer capacity and \$ -0- extra charges as described in Item 7 above.

All of the conditions outlined above including full payment of non-refundable contributions will be completed no later than five (5) days prior to the installation of the Detroit Edison equipment.

The future maintenance of our electric lines in the area set forth in Item 2 above does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employees, successors, and assignees. If such damage should occur, we will require reimbursement for such damage.

Please sign one of the enclosed copies and return to me. You may retain the carbon copy for your file.

Very truly yours,



John F. Baum Jr.  
Service Planner

ACCEPTED:

Name Kenneth F. Raznick

For ~~Title~~ Kenneth Raznick & Assoc.,  
Nine Mile-Greenfield,  
~~Name~~ Kenneth F. Raznick, Partner

Title \_\_\_\_\_

Date \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 31266

# BURTON ABSTRACT AND TITLE COMPANY

1650 W BIG BEAVER ROAD

CENTRAL OFFICE

TROY, MICHIGAN 48064

EFFECTIVE DATE: April 15, 1977 at 8 A.M.

COMMITMENT NO. 63-095768-1

BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon payment of the prescribed premium. THE POLICY WILL BE ISSUED SUBJECT TO EACH ENCUMBRANCE AND EXCEPTION LISTED BELOW, OR WHICH ARISES AFTER THE EFFECTIVE DATE HEREOF, UNLESS ELIMINATED TO OUR SATISFACTION.

FORM OF POLICY  
TO BE ISSUED

A.L.T.A. OWNER'S POLICY

\$

A.L.T.A. MORTGAGE POLICY  
WITHOUT EXCEPTIONS

\$ 2,800,000.00

A.L.T.A. MORTGAGE POLICY  
WITH EXCEPTIONS

\$

PARTY TO BE INSURED John Hancock Mutual Life Insurance Company, a  
Massachusetts Corporation

## DESCRIPTION OF REAL ESTATE

Situated in City of Southfield, Oakland County, Michigan

(SEE ATTACHED RIDER FOR DESCRIPTION OF REAL ESTATE)

## OWNER, ENCUMBRANCES, EXCEPTIONS AND REQUIREMENTS

1. Owner: Nine Mile-Greenfield Development Company, a Michigan  
Limited Partnership

2. RECORD MORTGAGE TO BE INSURED.

CAUSE TO BE MADE A PROPER ASSIGNMENT OF SAID MORTGAGE TO THE JOHN  
HANCOCK MUTUAL LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION.

3. Mortgage for \$505,000.00 executed by Nine Mile-Greenfield  
Development Company, a Michigan Limited Partnership, to Citizens  
Mortgage Corporation, dated January 28, 1977 and recorded February 2,  
1977 in liber 6841, page 146, Oakland County Records; secured by  
Assignment of Lessor's Interest in Lease recorded on February 2, 1977  
in liber 6841, page 157, Oakland County Records.

4. Leasehold interest of The Kroger Co., an Ohio Corporation, as  
disclosed in Lease dated April 4, 1977 and recorded April 15, 1977  
in liber 6885, page 426, Oakland County Records.

SUBMIT EVIDENCE, SATISFACTORY TO THE INSURER, THAT SAID LESSEE'S  
INTEREST HAS BEEN SUBORDINATED TO THE PROSPECTIVE MORTGAGE.

5. Easement for sanitary sewer granted to Northland Point, Inc., as  
more particularly set forth in liber 4467, page 513, Oakland County  
Records.

6. Subject to the Right of First Refusal of the Hudson Webber Realty  
Company, a Michigan Corporation, as set forth in liber 6841, page  
165 and liber 6843, page 500, Oakland County Records.

7. Easement for construction and operation of telephone conduit and  
fixtures and appurtenances thereto granted to Michigan Bell Telephone  
Company, as set forth in liber 5931, page 323, Oakland County Records.

(See Attached Rider)

Countersigned by H. Nathiak  
Authorized Signature

BURTON ABSTRACT AND TITLE COMPANY

*Ind. H. Smith*

If countersigned by an authorized officer or agent of the company,  
this commitment is valid and binding for a period of 90 days from the date hereof.

PRESIDENT

8. Building and use restrictions contained in instrument recorded in liber 6841, page 143. Mortgage policy to be issued will insure against loss or damage as a result of any existing violations of such restrictions.

9. NOTE: Survey in compliance with Section 3, Public Act 132, 1970 has been recorded in liber 6842, page 160, Oakland County Records.

10. 1976 City Taxes: Paid, \$6,580.42  
1976 County Taxes: Paid, \$18,912.71, plus 1% collection fee

11. SEE ATTACHED MECHANIC'S LIEN COVERAGE RIDER.

Rider attached to and forming part of Commitment No. 63-095768

BURTON ABSTRACT AND TITLE COMPANY

By H. Mathiak  
Authorized Signature.

## MECHANIC'S LIEN COVERAGE RIDER

NOTE NO. I: Unrecorded mechanic's lien coverage will not be furnished pursuant to this commitment unless the mortgagee, builder and/or owner makes satisfactory arrangements with the insurer for furnishing satisfactory Sworn Statements and Waivers of Lien and such further indemnities, financial statements, construction loan agreement, etc., as the insurer shall require. These arrangements must be made prior to closing. To initiate the arrangements, please call 643-4146. Enclosed herewith is a letter outlining the requirements which will be made in this case.

### NOTE NO. II: THE POLICY TO BE ISSUED PURSUANT HERETO WILL CONTAIN THE FOLLOWING PENDING DISBURSEMENT CLAUSE:

Anything herein contained to the contrary notwithstanding, liability under the terms and provisions of this policy is limited to the sum of \$ \_\_\_\_\_ being the aggregate of amounts actually disbursed at the date hereof under the terms of the mortgage set forth in Schedule A-3 hereof. This policy insures against any loss or damage which might result from claims of mechanics' liens arising from non-payment of bills for labor performed or material furnished prior to \_\_\_\_\_ except any such liens or notices thereof as may be recited under Schedule B hereof. Any disbursements made subsequent to the date hereof shall not be insured by this policy unless made with the written approval of the Company. Such approval shall be in the form of a Disbursement Endorsement which shall: (1) as of the extended Date of Policy, insure such disbursements as a valid lien prior to any liens or other matters then evidenced of record, except such as may be recited in Schedule B; and (2) shall, as of the date recited therein, insure against loss or damage sustained by reason of the enforcement or attempted enforcement of any mechanics' liens (except those liens or notices thereof recited in Schedule B) arising from non-payment of bills covering the improvements set forth in the Sworn Statements and documents evidencing work progress submitted in connection with such disbursements, except such liens as arise from retention funds withheld by the insured from contractors, subcontractors or suppliers.

This policy does not insure against mechanics' liens for labor performed and materials furnished subsequent to the last date to which mechanic's lien coverage has been extended, nor does this policy guarantee completion of the improvements in progress, or their compliance with plans and specifications. The Company in no way guarantees the sufficiency of the mortgage proceeds as adequate to complete said improvements.

Notwithstanding any other language contained in paragraph 7 of the Insuring Provisions of this policy, the above provisions are the sole provisions applicable to the extension of coverage for loss or damage resulting from mechanics' liens or claims of such liens not of record.

Rider attached to and forming part of Commitment No. 63-095768

BURTON ABSTRACT AND TITLE COMPANY

By H. Mathiak  
Authorized Signature

DESCRIPTION OF REAL ESTATE

Land in the City of Southfield, Oakland County, Michigan, described as: Land in the northeast 1/4 of the northeast 1/4 of Section 36, town 1 north, range 10 east, City of Southfield, Oakland County, Michigan, described as: Commencing at the northeast section corner; thence along section line south 88 degrees 33 minutes 30 seconds west 80.00 feet; thence south 1 degree 15 minutes 00 seconds east 60.00 feet to the point of beginning; thence along the westerly right-of-way line of Greenfield Road south 1 degree 15 minutes 00 seconds east 890.00 feet to the northerly right-of-way line of Foster Winter Drive; thence along said right-of-way line on the following courses: north 88 degrees 44 minutes 50 seconds west 85.08 feet; thence south 88 degrees 33 minutes 30 seconds west 222.39 feet; thence 51.16 feet along a curve to the right, radius 32.50 feet; chord north 46 degrees 20 minutes 45 seconds west 46.04 feet; thence north 1 degree 15 minutes 00 seconds west 853.39 feet to the southerly right-of-way line of Nine Mile Road; thence along said right-of-way line north 88 degrees 33 minutes 30 seconds east 340.00 feet to the point of beginning, containing 301,185 square feet or 6.9143 acres of land, more or less.

Rider attached to and forming part of Commitment No. 63-095768

BURTON ABSTRACT AND TITLE COMPANY

By H. Mathiak  
Authorized Signature.

APPLICATION FOR U.R.D. EASEMENTS  
OF FORM RR 11, 5-73

FOR REAR RW DEPT DATE REC'D 10-19-77 DE-BELL NO. 0E7-93

TO: Jim ROBERTSON  
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR  
DISTRICT OAKLAND

Application No. \_\_\_\_\_  
Date 10-17-77

We have included the following necessary material and information:

MATERIAL:

A. Subdivision

- 1. Copy of complete final proposed plat, or
- 2. Recorded plat
  - a. Site plan
  - b. Title information (deed, title commitment, contract, or title search)

or

B. Other than subdivision

- ✓ 1. Property description.
- ✓ 2. Site plan.
- ✓ 3. Title information (deed, title commitment, contract with title commitment, or title search).

INFORMATION:

1. Project name GREENFIELD PLAZA SHOPPING CENTER County OAKLAND

City/Township/Village SOUTHFIELD Section No. 36

Type of Development  Subdivision  Mobile Home Park

Apartment Complex  Other

2. Name of Owner RAZNICK DEVELOPMENT CO. Phone No. 353-6600

Address 23777 GREENFIELD RD. - SOUTHFIELD MICH 48075

Owner's Representative MR. AL BROWNSTEIN Phone No. 353-6600

3. Date Service is Wanted 12-5-77

4. Entire project will be developed at one time . . . . .  YES  NO

5. Cable poles on property . . . . .  YES  NO

6. Joint easements required . . . . .  YES  NO

a. Name of other utilities \_\_\_\_\_

b. Other utility engineer names, addresses, phone numbers: \_\_\_\_\_

7. Part of subdivision is fed from overhead service. . . . .  YES  NO

Lot No. \_\_\_\_\_

8. Additional information or comments: EASEMENT FOR SW. GEAR WILL BE REQUIRED NEAR S.W. CORNER OF PLOT. DRAWING WILL PROBABLY BE ISSUED BY CONDUIT GROUP ON ORDERS OF ALYONKMAN - DIV. ENGINEERING.

NOTE: Trenching letter  attached  will be submitted later.

Signed J.R. & Barbara J.  
SERVICE PLANNING DEPARTMENT

Address O.D. Ho. Phone X 4112

RECORDED RIGHT OF WAY NO. 31266



PLEASE SECURE RIGHT OF WAY AS FOLLOWS.

DATE OCTOBER 25, 1977

LOCATION FOSTER WINTER DRIVE, WEST OF GREENFIELD

APPLICATION NO. \_\_\_\_\_

CITY OR VILLAGE SOUTHFIELD

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

TOWNSHIP \_\_\_\_\_ COUNTY OAKLAND

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

DATE BY WHICH RIGHT OF WAY IS WANTED NOVEMBER 21, 1977

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

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

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

JOINT RIGHT OF WAY REQUIRED YES  NO

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

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED PROPOSED 23' x 23' DETROIT EDISON COMPANY EASEMENT

WITH RIGHTS OF INGRESS AND EGRESS AS SHOWN ON DRAWING U1-1-3243

PURPOSE OF RIGHT OF WAY TO SERVE NEW GREENFIELD PLAZA SHOPPING CENTER

RECORDED RIGHT OF WAY NO. 51266

SIGNED L. P. Belletini *LRB*  
L. P. BELLETINI, SUPERVISOR  
ENG., PLANNING & LAYOUT  
OFFICE DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Recordable R/W secured as requested on the attached sketch.

Contacts by O. Racine, Real Estate, Rights of Way & Claims.

Please cross reference with Greenfield Plaza Shopping Center URD file.

Permits to Ug. 1

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

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

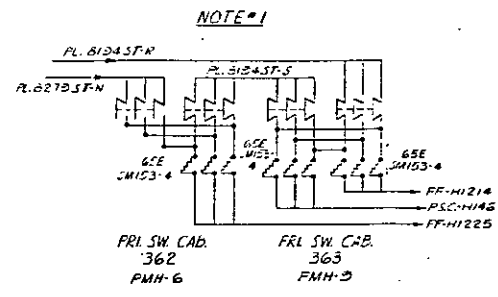
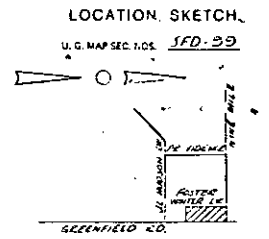
DATE 12-14-77 SIGNED James A. Robertson  
JAMES A. ROBERTSON

10-26-77 WD 12-21-77

# **WANG**

## **CONVERSION SERVICES**

**SCAN OVERSIZED MAP HERE**

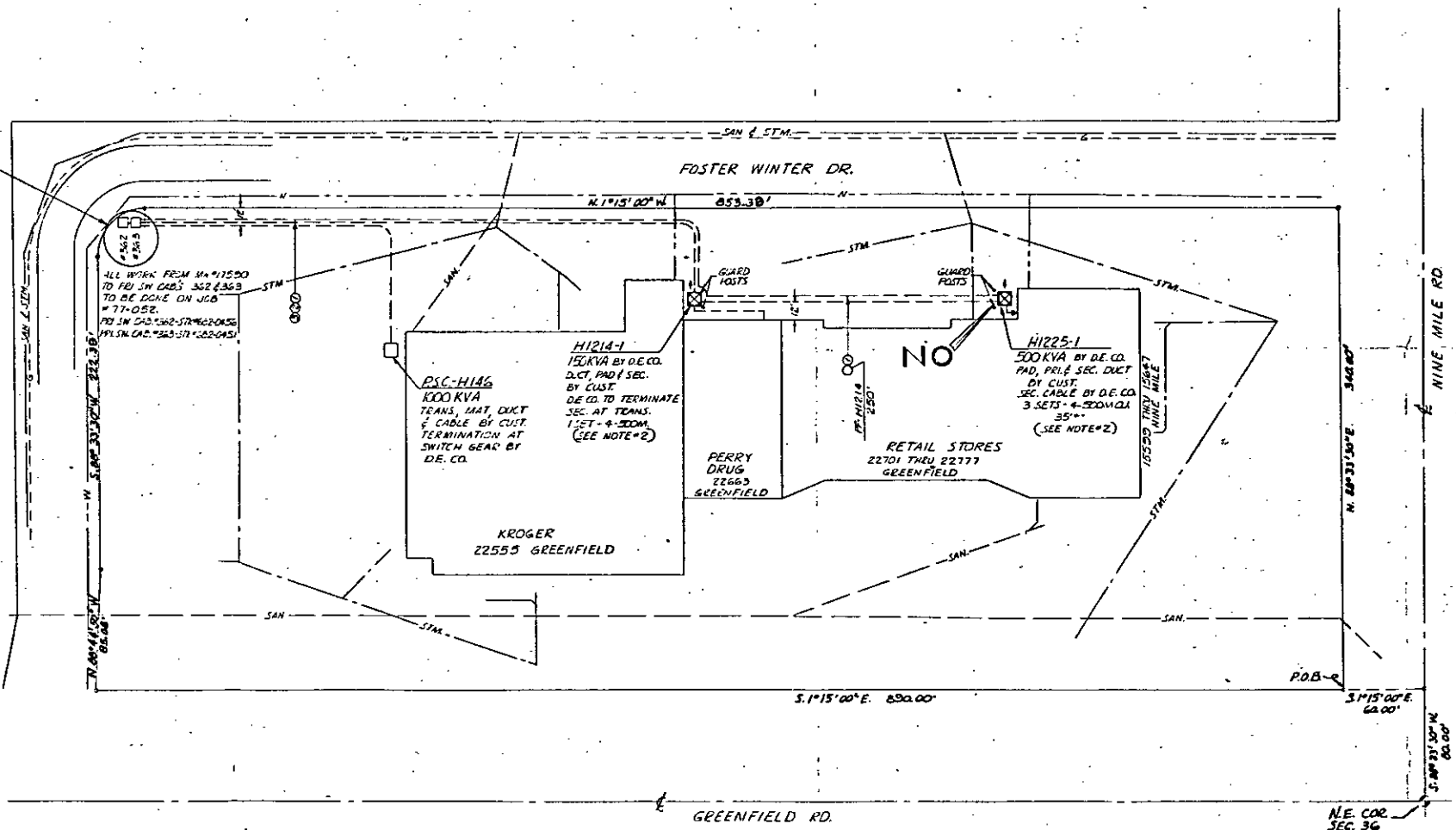
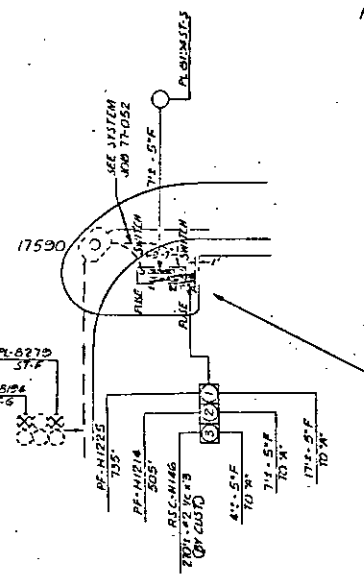


**NOTE #2**  
PAD DETAIL-55102A  
GROUND SPEC-115-202  
TRANS. SPEC-17270  
CONV#18 PAGE 1-17-224

- NOTE: CUSTOMER'S CONTRACTOR**
- 1- DUCT FOR DE PRIMARY & SECONDARY CABLES TO BE TYPE 40 OR 50 RIGID NON-METALLIC PVC (4")
  - 2- LEAVE FISH LINE IN ALL DUCTS.
  - 3- SEE PAGE 3-6-3 FOR PAD SPEC'S.
  - 4- SEE PAGE 11-3-23 FOR TRANSFORMER CLEARANCES: 3' DEAD FRONT TRANSFORMERS.
  - 5- GUARD POSTS REQUIRED AT TRANSFORMERS PER SPEC. 56110B.
  - 6- HORIZONTAL BENDS IN CONDUIT TO HAVE MINIMUM 10' RADIUS.

**TRANSFORMER DATA**

U.D.T. NO.	SIZE	ED. STK. NO.
H1214-1	150 KVA	651-0301
H1225-1	500 KVA	661-0503



ALL WORK FROM N. 17500 TO FRI SW CAB'S 352 & 363 TO BE DONE ON JOB # 77-052. FRI SW CAB. 362-STR#6620456 FRI SW CAB. 363-STR#6620455

TRANSFORMER SPEC. 1-17-270  
PEDESTAL SPEC-R13  
NO. OF PEDESTALS

- CODE -**
- TEMPORARY SECONDARY PEDESTAL
  - DFT (DEAD FRONT TYPE)
  - DUT (NON SWITCHING-LIVE FRONT TYPE)
  - DUT (SWITCHING-LIVE FRONT TYPE)
  - DIRECTION OF TRANSFORMER DOOR OPENING
  - SECONDARY PEDESTAL
  - ▲ SECONDARY TERMINAL
  - CABLE POLE
  - PRIMARY SWITCH CABINET
  - BURIED PRIMARY CABLE-ALL VOLTAGES
  - BURIED SECONDARY CABLE
  - BURIED SECONDARY SERVICE CABLE
  - DETROIT EDISON TRENCH ONLY
  - TELEPHONE TRENCH ONLY
  - SEWER
  - WATER
  - GAS
  - PROPOSED CONDUIT

**CABLE SUMMARY**

ITEM#	DESCRIPTION	QUANTITY	REMARKS
1	4" OPEN X 3 1/2 KV	713.30K' - 1400' (CALC'D)	
2	500M CU X 4	713.0420'	115'
3	AP220 & 1-#1	600 V. 713.0614'	

**TRENCH SUMMARY**

JOINT USE	AMOUNT
D. E. ONLY	
TEL. ONLY	
TOTAL	

SITE SUPT. TOM BALDWIN  
PHONE NO. 248-5023

**- GENERAL NOTES -**

TRENCHING TO BE DONE BY...  
TRENCH AND CABLE LENGTHS ARE APPROXIMATE.  
SEE DRAWING U1-2369 FOR TRANS. MAT. DETAILS.  
SEE PAGE 3231 (S.I.M.) DETAIL " " FOR ENTRANCE POINT DETAILS (M.P.S. ONLY).  
SEE DRAWING U1-4283 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUBDS ONLY).  
D.E. SERVICE PLANNER, J. BALDWIN-345-5112  
TEL. CO.

CONTACT "MISS DIG" (6477344) BEFORE DOING ANY EXCAVATION.  
EASEMENTS INDICATED BY OUR CENTERLINES ARE (6) SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

**NOTIFICATION ONLY PERMITS-REQUIRED**  
CITY OF SOUTHFIELD

**NOTICE**

Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIG on 600-432-7171 as required by Public Act 53 of 1974 before doing any power excavating.

START 1-5-78  
FINISH 2-2-78  
LABOR BY CUSTOMER  
ENG BY D.E.CO  
RECORD-J.BURGESS

D	C	B	A	REFERENCE	DATE	BY	NO. TITLE	THE DETROIT EDISON COMPANY
			AS INSTALLED IN FIELD	PL. 244 H 146 20.4-63000	11-23-77	D. STYER	GREENFIELD PLAZA NE. 1/4 SEC. 36	SERVICE PLANNING DEPARTMENT NUMBER OF SHEETS 36/184033 SCALE 1"=40' LATEST REVISION A DISTRIBUTION CIRCULAR PL. 6154-S-F-NATHAN-132K1 DEPT. DRAWING NUMBER 77A-64854

RETURN TO  
J. A. ROBERTSON  
THE DETROIT EDISON COMPANY  
30400 TELEGRAPH ROAD, 272 OAKDH  
BIRMINGHAM, MICHIGAN 43010

RETURN TO  
J. A. ROBERTSON  
THE DETROIT EDISON COMPANY  
30400 TELEGRAPH ROAD, 272 OAKDH  
BIRMINGHAM, MICHIGAN 43010

RECORDED RIGHT OF WAY NO. 3 1266