

ESSEX AT HAMPTON  
APARTMENTS

(LIBER 6776 PAGE 822)

(76 87091)  
78 13472

LIBER 7130 PAGE 693  
AGREEMENT - EASEMENT - RESTRICTIONS

3-11  
26

This instrument made this 8th day of September, 19 76, 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."

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as ESSEX AT HAMPTON, on land in the Township of Avon, 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 or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and 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 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. 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 and 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. 31300

OCT 1976  
PH 13

1300

- 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 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.

RECORDED RIGHT OF WAY NO. 31300

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 Misiak  
MARY ANN MISIAR

Irene C. Kata  
IRENE C. KATA

Frances J. Michaels  
FRANCES J. MICHAELS

J. Douglas Roy  
J. DOUGLAS ROY

THE DETROIT EDISON COMPANY

By W. C. Arnold  
W. C. Arnold, Director, Real Estate and Rights of Way Dept.

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

MICHIGAN BELL TELEPHONE COMPANY

By H. A. Minot  
H. A. MINOT - DIVN. PLT. ENG.  
Staff Supervisor, Right of Way  
(authorized signature)

RECORDED  
MICHIGAN BELL TELEPHONE COMPANY  
MAY 16 1976  
3:20

STATE OF MICHIGAN )  
 )  
 ) SS  
COUNTY OF WAYNE )

On this 24th day of September, 19 76, before me, the  
subscriber, a Notary Public in and for said County, personally appeared  
W. C. Arnold and Lillian J.H. Carroll  
to me personally known, who being by me duly sworn, did say that they are the  
Director, RE & 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  
instrument is the corporate seal of the said corporation, and that said instrument  
was signed in behalf of said corporation by authority of its Board of Directors  
and W. C. Arnold and Lillian J.H. Carroll  
acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires: April 12, 1980

Irene C. Kata  
Notary Public IRENE C. KATA  
Wayne County, Michigan

RECORDED RIGHT OF WAY NO. 31300

STATE OF MICHIGAN )  
 )  
 ) SS  
COUNTY OF OAKLAND )

On this 29TH day of SEPTEMBER, 19 76, before me, the  
subscriber, a Notary Public in and for said County, appeared ~~William P. Murray~~  
~~to me personally known, who being by me duly sworn, did say that he is~~  
DIVISION PLANT ENGINEER  
~~Staff Supervisor of Right of Way,~~ authorized by and for MICHIGAN BELL TELEPHONE  
COMPANY, a Michigan Corporation, and that the said instrument was signed in  
behalf of said Corporation, by authority of its Board of Directors, and  
~~William P. Murray Jr.~~ acknowledged said instrument to be the free act and  
deed of said corporation.

My commission expires: MARCH 9, 1976

J. Douglas Roy  
Notary Public  
WAYNE County, Michigan

**I DOUGLAS ROY**  
Notary Public, Wayne County, Michigan  
My Commission Expires March 9, 1976

WITNESSES:

LIBER 6776 PAGE 825

ESSEX AT HAMPTON  
A Michigan Limited Partnership  
26011 Evergreen Road  
Southfield, Michigan 48076

James A. Robertson  
James A. Robertson

LIBER 7130 PAGE 696

by: THE SLAVIK COMPANY  
A Michigan Corporation  
General Partner  
26011 Evergreen Road  
Southfield, Michigan 48076

John N. Waterloo  
John N. Waterloo

Stephen F. Slavik, Sr.  
Stephen F. Slavik, Sr., President

STATE OF MICHIGAN )  
                              ) SS:  
COUNTY OF OAKLAND )

On this 8th day of September 1976, before me, a Notary Public in and for said County, personally appeared, Stephen F. Slavik, Sr., President, of the above named corporation, to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation and acknowledge that he executed the foregoing instrument as such officer as the free act and deed of said Limited Partnership, by its authority.

My Commission Expires: Jan. 15, 1980

Mariam S. Lebet  
MARIAM S. LEBET  
Notary Public, Wayne County, Michigan  
acting in Oakland County

APPENDIX "A"

Parcel 1. Part of the West 1/2 of Section 26, Township 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at the West 1/2 corner of Section 26, Township 3 North, Range 11 East; thence due North 662.00 feet along the West line of Section 26, Township 3 North, Range 11 East; thence due East 210.00 feet; thence easterly 106.49 feet along a curve concave to the North (radius of 969.51 feet, central angle of 06°17'35", long chord bears North 86°51'13" East 106.43 feet); thence North 83°42'25" East 129.89 feet; thence Easterly 91.99 feet along a curve concave to the South (Radius of 701.84 feet, central angle of 07°30'35", long chord bears North 87°27'42" East 91.92 feet); thence South 88°47'00" East 190.00 feet; thence southerly 487.02 feet along a curve concave to the East (Radius of 1413.00 feet, central angle of 19°44'54", long chord bears South 11°05'27" East 484.62 feet); thence South 20°57'54" East 521.28 feet; thence southerly 74.51 feet along a curve concave to the West (Radius of 257.00 feet, central angle of 16°36'44", long chord bears South 12°39'32" East 74.25 feet); thence South 04°21'10" East 102.46 feet; thence South 82°22'14" West 734.56 feet; thence South 89°49'44" West 301.25 feet; thence North 00°10'16" West 553.25 feet along the West line of Section 26 to the point of beginning.

Parcel 2. Part of the Northwest 1/4 of Section 26, Township 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is due North 782.00 feet along the West line of Section 26 from the West 1/2 corner of Section 26, Township 3 North, Range 11 East; thence due North 896.72 feet along the West line of Section 26; thence due East 677.26 feet; thence South 56°32'25" East 340.14 feet; thence southerly 735.15 feet along a curve concave to the East (Radius of 1413.00 feet, central angle of 29°48'35" long chord bears South 18°33'18" West 726.89 feet); thence North 88°47'00" West 190.00 feet; thence westerly 107.72 feet along a curve to the South (Radius of 821.84 feet, central angle of 07°30'35", long chord bears South 87°27'42" West 107.64 feet); thence South 83°42'25" West 129.89 feet; thence westerly 93.31 feet along a curve concave to the North (Radius of 849.51 feet, central angle of 06°17'35", long chord bears South 86°51'13" West 93.26 feet); thence due West 210.00 feet to the point of beginning.

Prepared by:  
John N. Waterloo  
30400 Telegraph  
Birmingham, Michigan 48010

RECORDED RIGHT DE MAY MO. 3/300

RETURN TO  
J. A. ROBERTSON  
THE DETROIT EDISON COMPANY  
30400 TELEGRAPH ROAD, 272 OAKDH  
BIRMINGHAM, MICHIGAN 48010

ESSEX AT HAMPTON

813-76

RECEIVED FOR FILING  
TOWNSHIP CLERK

1976 JUN 21 AM 8:44

AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

*MC*  
LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE made and entered into this 11<sup>th</sup> day of June, 1976, by and between THE SLAVIK COMPANY, a Michigan corporation, and GERALD T. ODOM, as the General Partners (hereinafter referred to as the "General Partners"), and THE SLAVIK COMPANY, a Michigan corporation, as the Limited Partner (hereinafter referred to as the "Limited Partner");

WITNESSETH:

WHEREAS, the General Partners and the Limited Partner wish to join together in a limited partnership (hereinafter referred to as the "Partnership"), formed under the laws of the state of Michigan for the purpose of acquiring title to certain land located in Avon Township, Oakland County, Michigan (hereinafter called the "Land"), more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, constructing on the Land certain buildings containing dwelling units (hereinafter called the "Buildings"), operating the Land and the Buildings and carrying on all activities relating thereto; and

WHEREAS, the Limited Partner wishes to furnish capital to the Partnership in order to enable the Partnership to complete the construction of the Buildings on the Land as a project eligible for construction under Section 221(d)(4) of the National Housing Act and, specifically, as described in a financing commitment issued pursuant thereto in Project No. 044-35378-PM.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto (hereinafter referred to as "Partners"), intending to be legally bound hereby agree as follows:

*8-19-76  
This 90% ~~98~~  
limited partner  
for F.H.A.  
Receipt only  
do not include  
on Escrow  
Agreement  
9w*

RECORDED RIGHT OF WAY NO. 31300

Detroit  
Edison

26011 Evergreen Road  
Southfield, Michigan 48076  
Phone 645-4378

October 25, 1976


The Slavik Company  
26011 Evergreen Road  
Southfield, Michigan 48076

Gentlemen:

Re: ESSEX AT HAMPTON

We are enclosing herewith a fully executed copy of the agreement dated September 8, 1976 for the underground electric and communication service for the above named project.

Sincerely,

  
John N. Waterloo, Representative  
Real Estate and Rights of Way

JNW/ls

RECORDED RIGHT OF WAY NO. 3/300

**slavik**

September 14, 1976

Mr. John N. Waterloo  
Detroit Edison  
Oakland Division  
30400 Telegraph Rd.  
Birmingham, Michigan 48010

Re: Essex @ Hampton  
Agreement - Easement Restrictions

Dear Mr. Waterloo:

Enclosed you will find two fully executed copies of  
the above referenced agreement by Essex @ Hampton.

We will appreciate receiving our copy of the document  
executed by Bell and Edison.

Sincerely,

ESSEX @ HAMPTON

*Gerald T. Odom*  
Gerald T. Odom *G.T.*

GTO/hs  
Encl.

RECORDED RIGHT OF WAY NO. 31300

Detroit

Oakland Division  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 615-4000

3100B

Date: August 30, 1976

Collinson Construction Co.

1111 Washington Street

Midland, MI. 48640 c/o T. Warrow

Re: Step I Essex at Hampton L-2 A-64452

A-64452

Gentlemen:

The Detroit Edison Company will provide 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.

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and you provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on April 12, 1976.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 14,091.50 based on 4785 trench feet or lot front feet and 1250 KVA (nameplate) of transformer capacity.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.

A winter construction charge of \$            per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until grade is within 4" of final.

No later than five days prior to the start of construction that has been scheduled for October 1, 1976, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 14,091.50 as non-refundable Contribution in Aid of Construction for the above charges.

RECORDED RIGHT OF WAY NO. 31300



Step I ESBEX at Hampton (L-2) A-64452

A-64552

Date 8-16-76

If for any reason, beyond the control of the Utility, the construction start date indicated is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

Service laterals necessary to link the distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.


Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

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.

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

Very truly yours,



ACCEPTED:

[Handwritten Signature]

Title PACIFIC MGR

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Work Grading Certificate

Page 2

DE Form PL 101 8-76

RECORDED IN FULL OF MAIL IN U.S. 51300

Detroit

2000 Seaward Avenue  
Detroit, MI 48202  
(313) 237-8100

DATE: August 30, 1976

Collinson Construction Co.  
1111 Washington Street  
Midland, MI. 48640 c/o T. Warrow

RE: Step I Essex at Hampton L-2 A-64452

A-64552

Gentlemen:

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

Please sign and return two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours,

J. E. [Signature]

Service Planner

8.30.76  
Date

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 in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four (4) inches of final grade.

I/We 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. A-64452 for this development is in my/our possession and will be used for this purpose.

Name [Signature]

Title PROJECT MGR.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 3/300

Detroit  
Edison

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

Pontiac 645-4378

August 24, 1976

The Slavik Company  
26011 Evergreen Road  
Southfield, Michigan 48076

Gentlemen:

Re: ESSEX AT HAMPTON


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 to: John Waterloo, 30400 Telegraph Road, Birmingham, Michigan, 48010.

Sincerely,

  
John N. Waterloo, Representative  
Real Estate and Rights of Way

JNW/ls  
Enclosures

RECORDED RIGHT OF WAY NO.

51300

Detroit

Dialing Division  
3939 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000

Date: August 23, 1976

Collinson Construction Co.

1111 Washington Street

Midland, MI. 48640 c/o T. Warrow

Re: Step II Essex at Hampton L-1 A-64500

Gentlemen:

The Detroit Edison Company will provide 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.

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and you provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on April 12, 1976.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 19,711.00 based on 6795 trench feet or lot front feet and 1700 KVA (nameplate) of transformer capacity.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.

A winter construction charge of \$ 1.00 per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until grade is within 4" of final.

No later than five days prior to the start of construction that has been scheduled for 11-1-76, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 19,711.00 as non-refundable Contribution in Aid of Construction for the above charges.

RECORDED RIGHT OF WAY NO.

3/300

Step II Easement at Hampton L-1 A-64500

Date 8-23-76

If for any reason, beyond the control of the Utility, the construction start date indicated is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

Service laterals necessary to link the distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

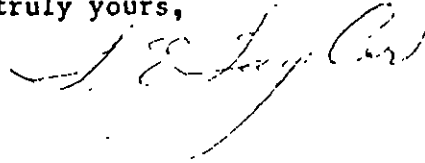
Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

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, employees, successors and assignees. If such damage should occur, we will require reimbursement for any 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,



ACCEPTED:

*Michael S. Stone*  
Name

PROJECT MGR.  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Enc: Grading Certificate

RECORDED RIGHT OF WAY NO. 31300

DATE: August 23, 1976

Collinson Construction Co.

1111 Washington St.

Midland, MI. 48640 c/o T. Warrow

RE: Step II Essex at Hampton L-1 A-64500

Gentlemen:

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

Please sign and return <sup>one</sup>~~two~~ copies of the Certificate below. You may retain the ~~third~~ <sup>second</sup> copy for your file.

Very truly yours,

J. E. Taylor  
Service Planner

8 24 76  
Date

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 in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four (4) inches of final grade.

I/We 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. A-64500 for this development is in my/our possession and will be used for this purpose.

[Signature]  
Name

Project Mgr.  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

RECORDED IN OFFICE OF REC'D 100  
3/300

APPLICATION FOR U.R.D. EASEMENT  
DE 10PM RR 11 5-73

|                         |                       |                        |
|-------------------------|-----------------------|------------------------|
| FORM 1 & RW<br>DEPT USE | DATE<br>REC'D 8/19/76 | DL-BELL<br>NO. 0E-6-46 |
|-------------------------|-----------------------|------------------------|

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

Application No. \_\_\_\_\_  
Date 8-19-76

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 ESSEX AT HAMPTON County OAKLAND  
 City/Township/Village AUON Section No. 26  
 Type of Development  Subdivision  Mobile Home Park  
 Apartment Complex  Other  
 2. Name of Owner SLAVIK Co Phone No. 353-0970  
 Address 26011 EVERGREEN RD. SOUTHFIELD MI 48076  
 Owner's Representative G. ODOM Phone No. 353-0970  
 3. Date Service is Wanted 10-15-76  
 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 MICH. BELL CONSUMERS POWER  
 b. Other utility engineer names, addresses, phone numbers: MBT J GOLTRY #90 LAKE ST  
332-1378 CONSUMERS POWER PONTIAC 858 2222  
 7. Part of subdivision is fed from overhead service. . . . .  YES  NO  
 Lot No. \_\_\_\_\_  
 8. Additional information or comments: \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 3/300

NOTE: Trenching letter  attached  will be submitted later.

Signed J. E. Taylor  
SERVICE PLANNING DEPARTMENT  
Address OAK OYU Phone 645 4155

MEMORANDUM ORDER  
FOR GENERAL USE  
DE FORM 85 77 12-53

TO T. TAYLOR - OAK, S.P. DATE 9-20-76 TIME \_\_\_\_\_

Re: Underground Service - ESSEX AT HAMPTON - AVON TWP, OAK, Co.  
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: File

SIGNED John N. Waterloo  
John N. Waterloo  
Real Estate and R/W Department  
Pontiac Service Center Annex

REPORT \_\_\_\_\_

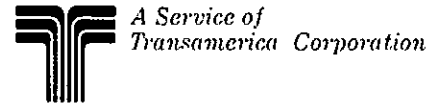
DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_



# Title Insurance Policy

Issued by

## Transamerica Title Insurance Co



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, licensed to do business in the State of Michigan, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land;
4. Unmarketability of such title;
5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
  - a. usury, or
  - b. any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

RECORDED RIGHT OF WAY NO. 3/300

IN WITNESS WHEREOF, Transamerica Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

## Transamerica Title Insurance Company

By  President.

Attest  Secretary



## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate or fiduciary successors that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph (2a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage hereunder.
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
- (d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. (a) Continuation of Insurance after Acquisition of Title

This policy shall continue in force as of Date of Policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage; provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which the Company may become obligated to pay, shall not exceed the least of:

- (i) the amount of insurance stated in Schedule A;
- (ii) the amount of the unpaid principal of the indebtedness as defined in paragraph 8 hereof, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or
- (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

### (b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. Defense and Prosecution of Actions — Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

CONTINUED ON FRONT OF BACK COVER PAGE

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide for the defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

#### 4. Notice of Loss – Limitation of Action

In addition to the notices required under paragraph 3 (b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

#### 5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by an insured, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

#### 6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof; or
- (iii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

#### 7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

#### 8. Reduction of Liability

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in paragraph 2 (a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

#### 9. Liability Noncumulative

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

#### 10. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

#### 11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

#### 12. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 320 Ottawa Ave. N.W., Grand Rapids, Michigan 49502.

RECORDED  
INDEXED  
MAY 19 1958  
3480

## **Transamerica Title Insurance Co**

### **DIVISIONS**

**Michigan Division**  
320 Ottawa Avenue, N.W.,  
Grand Rapids, Michigan 49502  
(616) 454-9301

**Midwest Division**  
1720 California Street  
Denver, Colorado 80202  
(303) 534-9066

**Southwest Division**  
114 West Adams Street  
Phoenix, Arizona 85003  
(602) 262-0511

**California Division**  
1330 Broadway  
Oakland, California 94612  
(415) 835-4070

**Northwest Division**  
315 S.W. Fourth Avenue  
Portland, Oregon 97204  
(503) 222-9931

## **Title Insurance Policy**

**Issued by**

## **Transamerica Title Insurance Co**



*A Service of  
Transamerica  
Corporation*

## **Transamerica Title Insurance Co**

### **Michigan Division**

**Kent County -- Home Office**  
320 Ottawa Ave., N.W.  
Grand Rapids, Michigan 49502  
(616) 454-9301

**Kalamazoo County Office**  
612 South Burdick Street  
Kalamazoo, Michigan 49006  
(616) 343-1581

**Muskegon County Office**  
8 West Walton Street  
Muskegon, Michigan 49440  
(616) 722-6021

**Ottawa-Allegan Counties**  
334 River Avenue  
Holland, Michigan 49423  
(616) 392-2341

**Ingham-Eaton Counties**  
127 East Washtenaw Street  
Lansing, Michigan 48933  
(517) 485-2216

**Clinton County Office**  
117 East Walker Street  
St. Johns, Michigan 48879  
(517) 224-3286

**Macomb County Office**  
8200 East 13 Mile Road  
Warren, Michigan 48093  
(313) 573-6900

**Wayne-Oakland Counties**  
20830 Rutland  
Southfield, Michigan 48075  
(313) 358-4100

SCHEDULE A

Amount \$ 9,658,500.00

Policy No 612409

Date July 9, 1976  
@ 8:00 a.m.

INSURED

James T. Barnes and Company, a Michigan Corporation, and/or Secretary of Housing and Urban Development of Washington, D.C. her successors and assigns *as their interests appear.*

*to*

1. The title to the fee simple estate in said land is at the date hereof vested in:

Essex at Hampton, a Michigan Limited Partnership

2. The mortgage and assignments, if any, covered by this policy are described as follows:

Mortgage executed by Essex at Hampton, a Michigan Limited Partnership, to James T. Barnes and Company, a Michigan Corporation, dated June 24, 1976, recorded June 30, 1976 in Liber 6699, Page 362, in the original amount of \$9,658,500.00.

Regulatory Agreement for Multi-Family Housing Projects under Section 221d4 except non-profits, a National Housing Act, as amended, executed by Essex at Hampton, a Michigan Limited Partnership, and Secretary of Housing and Urban Development of Washington, D.C., her successors and assigns, dated June 24, 1976, recorded June 30, 1976 in Liber 6699, Page 368.

## SCHEDULE A—Continued

3. The land referred to in this policy is situated in the Township of Avon  
County of Oakland, State of Michigan, and is described as follows:

Parcel 1

Part of the West 1/2 of Section 26, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at the West 1/4 corner of Section 26, Town 3 North, Range 11 East; thence due North 662.00 feet along the West line of Section 26, Town 3 North, Range 11 East; thence due East 210.00 feet; thence Easterly 106.49 feet along a curve concave to the North (Radius of 969.51 feet, central angle of 06 degrees 17 minutes 35 seconds, long chord bears North 86 degrees 51 minutes 13 seconds East 106.43 feet); thence North 83 degrees 42 minutes 25 seconds East 129.89 feet; thence Easterly 91.99 feet along a curve concave to the South (Radius of 701.84 feet, central angle of 07 degrees 30 minutes 35 seconds, long chord bears North 87 degrees 27 minutes 42 seconds East 91.92 feet); thence South 88 degrees 47 minutes 00 seconds East 190.00 feet; thence Southerly 487.02 feet along a curve concave to the East (Radius of 1413.00 feet, central angle of 19 degrees 44 minutes 54 seconds, long chord bears South 11 degrees 05 minutes 27 seconds East 484.62 feet); thence South 20 degrees 57 minutes 54 seconds East 521.28 feet; thence Southerly 74.51 feet along a curve concave to the West (Radius of 257.00 feet, central angle of 16 degrees 36 minutes 44 seconds, long chord bears South 12 degrees 39 minutes 32 seconds East 74.25 feet); thence South 04 degrees 21 minutes 10 seconds East 102.46 feet; thence South 82 degrees 22 minutes 14 seconds West 734.56 feet; thence South 89 degrees 49 minutes 44 seconds West 301.25 feet; thence North 00 degrees 10 minutes 16 seconds West 553.25 feet along the West line of Section 26 to the point of beginning.

Parcel 2

Part of the Northwest 1/4 of Section 26, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is due North 782.00 feet along the West line of Section 26 from the West 1/4 corner of Section 26, Town 3 North, Range 11 East; thence due North 896.72 feet along the West line of Section 26; thence due East 677.26 feet; thence South 56 degrees 32 minutes 25 seconds East 340.14 feet; thence Southerly 735.15 feet along a curve concave to the East (Radius of 1413.00 feet, central angle of 29 degrees 48 minutes 35 seconds, long chord bears South 18 degrees 33 minutes 18 seconds West 726.89 feet); thence North 88 degrees 47 minutes 00 seconds West 190.00 feet; thence Westerly 107.72 feet along a curve concave to the South (Radius of 821.84 feet, central angle of 07 degrees 30 minutes 35 seconds, long chord bears South 87 degrees 27 minutes 42 seconds West 107.64 feet); thence South 83 degrees 42 minutes 25 seconds West 129.89 feet; thence Westerly 93.31 feet along a curve concave to the North (Radius of 849.51 feet, central angle of 06 degrees 17 minutes 35 seconds, long chord bears South 86 degrees 51 minutes 13 seconds West 93.26 feet); thence due West 210.00 feet to the point of beginning.

**SCHEDULE B**

**PART I**

This policy does not insure against loss or damage by reason of the following:

1. Easement granted to the County of Oakland for sanitary sewer and/or water main over the East 27 feet of the West 60 feet of subject premises and as disclosed in easement dated November 24, 1970, recorded February 2, 1971 in Liber 5615, Pages 153 and 154, Oakland County Records.
2. Temporary Construction Easement granted to the County of Oakland over a strip of land 10 feet wide parallel to and adjoining the Easterly edge of the permanent easement which is over the East 27 feet of the West 60 feet of subject premises as disclosed in easement dated November 24, 1970, recorded February 2, 1970, in Liber 5615, Pages 153 and 154, Oakland County Records.
3. Easement over the West 87 feet of subject premises for highway purposes granted to the State of Michigan, as disclosed in Highway Easement Release dated April 17, 1972, recorded August 25, 1972 in Liber 5932, Pages 647 and 648, Oakland County Records.
4. Six foot easement granted to Michigan Bell Telephone Company over Parcel 1 of subject premises as set forth in Liber 6107, Pages 619 and 620, Oakland County Records.
5. Easement granted to the State of Michigan over Parcel 2 of subject premises to construct and maintain manholes as set forth in Liber 6271, Pages 801 and 802, Oakland County Records.
6. Building restrictions and other provisions but omitting restrictions, if any, based on race, color, religion or national origin as contained in the instrument recorded in Liber 1802, Pages 472 and 473, Liber 5932, Pages 647 and 648 and in Liber 6271, Pages 801 and 802, Oakland County Records, which are not presently accompanied by a right of forfeiture.

CONTINUED ON ATTACHED RIDER

**PART II**

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 be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest: NONE

## SCHEDULE B PART I CONTINUED

7. Anything herein contained to the contrary notwithstanding, liability hereunder is assumed only to the extent of \$ 1,279,580.00, being the aggregate of amounts actually disbursed at the date hereof under the terms of the mortgage set forth in Schedule A-2. Any disbursements made subsequent to the date hereof shall be made only with the written approval of the Company. Such approval shall, as of the extended Date of Policy, have the effect of insuring such disbursements as a valid lien prior to any liens or other matters evidenced of record, except such as may be included in Schedule B, Part I, and prior to any unrecorded mechanics' liens 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.

This policy does not insure against mechanics' liens for labor and materials furnished subsequent to the last extended Date of Policy, nor does this policy guarantee completion of the improvements in progress, or their compliance with plans and specification.

8. Easement for a water supply well over the following described land as to Parcel 1: Part of the Northwest 1/4 of Section 26, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is Due North 528.00 feet along the West line of Section 26 and Due East 87.00 feet from the West 1/4 corner of Section 26, Town 3 North, Range 11 East; thence, along a line parallel to and 87.00 feet East of the West line of Section 26, Due North 54.00 feet; thence Due East 12.00 feet; thence Due South 54.00 feet; thence Due West 120.00 feet to the point of beginning; vested in Property Owners Association of Hampton, Inc., a Michigan non-profit corporation, dated February 20, 1976, recorded June 18, 1976 in Liber 6690, Page 826.

9. Easement for sidewalk purposes over the following described land as to Parcel II: A 10 foot wide easement in the Northwest 1/4 of Section 26, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is Due North 1678.72 feet along the West line of Section 26 and Due East 659.12 feet from the West 1/4 corner of Section 26, Town 3 North, Range 11 East; thence Due East 18.14 feet; thence South 56 degrees 32 minutes 25 seconds East 340.14 feet; thence Southwesterly 10.00 feet along a curve concave to the Southeast (radius of 1413.00 feet, central angle of 00 degrees 24 minutes 20 seconds, long chord bears South 33 degrees 15 minutes 25 seconds West 10.00 feet); thence North 56 degrees 32 minutes 25 seconds West 355.31 feet to the point of beginning; vested in Property Owners Association of Hampton, Inc., a Michigan non-profit corporation, dated October 24, 1975, recorded June 18, 1976 in Liber 6690, Page 823.

10. Easement for water supply well, over the following described land as to Parcel II: Part of the Northwest 1/4 of Section 26, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is Due North 1678.72 feet along the West line of Section 26, and Due East 492.00 feet and Due South 20.00 feet from the West 1/4 corner of Section 26, Town 3 North, Range 11 East; thence Due East 10.00 feet; thence Due South 60.00 feet; thence Due West 10.00 feet; thence Due North 60.00 feet to the point of beginning; vested in Property Owners Association of Hampton, Inc., a Michigan non-profit corporation, dated February 20, 1976, recorded June 18, 1976 in Liber 6690, Page 548.

CONTINUED ON ATTACHED RIDER



SCHEDULE B PART I CONTINUED

11. Easement for an entrance marker over the following described land as to Parcel II: Part of the Northwest 1/4 of Section 26, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is Due North 782.00 feet along the West line of Section 26 and Due East 87.00 feet from the West 1/4 corner of Section 26, Town 3 North, Range 11 East; thence Due North 80.00 feet; thence Due East 80.00 feet; thence Due South 80.00 feet; thence Due West 80.00 feet to the point of beginning; vested in Property Owners Association of Hampton, Inc., a Michigan non-profit corporation, dated November 17, 1975, recorded June 18, 1976 in Liber 6690, Page 824.
  
12. Easement for an entrance marker over the following described land as to Parcel I: Part of the Northwest 1/4 of Section 26, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is due North 662.00 feet along the West line of Section 26 and Due East 87.00 feet from the West 1/4 corner of Section 26, Town 3 North, Range 11 East; thence Due East 80.00 feet; thence Due South 80.00 feet; thence Due West 80.00 feet; thence Due North 80.00 feet to the point of beginning; vested in Property Owners Association of Hampton, Inc., a Michigan non-profit corporation, dated November 17, 1975, recorded June 18, 1976 in Liber 6690, Page 825.

# JUNE 18 76

76 45014

LIBER 6690 PAGE 548

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that AETNA LIFE INSURANCE COMPANY, a Connecticut corporation, whose address is 151 Farmington Avenue, Hartford, Connecticut (hereinafter referred to as "Grantor"), does hereby grant and convey to PROPERTY OWNERS ASSOCIATION OF HAMPTON, INC., a Michigan non-profit corporation with offices at 800 Hampton Circle, Rochester, Michigan (hereinafter referred to as "Grantee"), a permanent easement to construct, install, operate, maintain, repair and/or replace a water supply well across and through the following described land situated in the Township of Avon, County of Oakland, State of Michigan, to-wit:

Part of the Northwest 1/4 of Section 26, T.3N., R. 11E., Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is Due North 1678.72 ft. along the West line of Section 26 and Due East 492.00 ft. and Due South 20.00 ft. from the West 1/4 Corner of Section 26, T.3N., R.11E.; thence Due East 10.00 ft.; thence Due South 60.00 ft.; thence Due West 10.00 ft.; thence Due North 60.00 ft. to the point of beginning.

*CONSIDERATION OF \$1.00*

Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all damage, expense or liability arising out of exercise by Grantee or its contractors or sub-contractors of the rights herein granted.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Dated: February 20, 1976

Witnesses:

Sharon G. Latulippe  
Sharon G. Latulippe

Annette R. Rucci  
Annette R. Rucci

AETNA LIFE INSURANCE COMPANY,  
a Connecticut corporation

By <sup>TPD</sup> W. M. Russell  
W. M. Russell

Its Assistant Vice President

RECORDED

STATE OF CONNECTICUT )  
  ) SS  
COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me this 20th day of February, 1976, by W. M. Russell Assistant Vice President of Aetna Life Insurance Company, on behalf of said corporation.

Annette R. Rucci

This instrument drafted by and when recorded return to:  
Timothy W. Mast  
3700 Penobscot Building  
Detroit, Michigan 48226

Notary Public, Hartford County, Connecticut  
My Commission Expires \_\_\_\_\_

JUNE 18 76

LIBRA 6690 PAGE 823

76 45010

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that AETNA LIFE INSURANCE COMPANY, a Connecticut corporation, whose address is 151 Farmington Avenue, Hartford, Connecticut (hereinafter referred to as "Grantor"), does hereby grant and convey to PROPERTY OWNERS ASSOCIATION OF HAMPTON, INC., a Michigan non-profit corporation with offices at 800 Hampton Circle, Rochester, Michigan (hereinafter referred to as "Grantee"), a permanent easement to construct, install, operate, maintain, repair and/or replace a sidewalk across and through the following described land situated in the Township of Avon, County of Oakland, State of Michigan, to-wit:

A 10 ft. wide easement in the Northwest 1/4 of Section 26, T.3N., R.11E., Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is Due North 1678.72 ft. along the West line of Section 26 and Due East 659.12 ft. from the West 1/4 Corner of Section 26, T.3N., R.11E.; thence Due East 18.14 ft.; thence S 56°32'25" E 340.14 ft.; thence Southwesterly 10.00 ft. along a curve concave to the Southeast (Radius of 1413.00 ft., central angle of 00°24'20", long chord bears S 33°15'25" W 10.00 ft.); thence N 56°32'25" W 355.31 ft. to the point of beginning.

CONSIDERATION OF \$1.00

Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all damage, expense or liability arising out of exercise by Grantee or its contractors or sub-contractors of the rights herein granted.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Dated: October 24, 1975.

Witnesses: AETNA LIFE INSURANCE COMPANY, a Connecticut corporation  
By: E. W. Bush  
Its ASSISTANT VICE PRESIDENT  
Sharon G. Latulippe  
Annette R. Rucci  
STATE OF CONNECTICUT ) SS  
COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me this 24th day of October, 1975 by E. W. Bush Assistant Vice President of Aetna Life Insurance Company, on behalf of said corporation.

Annette R. Rucci  
Notary Public, Hartford County, Connecticut  
My Commission Expires \_\_\_\_\_

This instrument drafted by: ANNETTE R. RUCCI, Notary Public in and for the State of Connecticut

RECORDED

JUNE 18 '76

LIBER 6690 PAGE 824

76 45011

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, AETNA LIFE INSURANCE COMPANY, a Connecticut corporation, whose address is 151 Farmington Avenue, Hartford, Connecticut (hereinafter referred to as "Grantor"), does hereby grant and convey to PROPERTY OWNERS ASSOCIATION OF HAMPTON, INC., a Michigan non-profit corporation with offices at 800 Hampton Circle, Rochester, Michigan (hereinafter referred to as "Grantee"), a permanent easement to construct, install, maintain, repair and/or replace an entrance marker upon, across and through the following described land situated in the Township of Avon, County of Oakland, State of Michigan, to-wit:

Part of the Northwest 1/4 of Section 26, T.3N., R.11E., Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is Due North 782.00 feet along the West line of Section 26 and Due East 87.00 feet from the West 1/4 Corner of Section 26, T.3 N., R.11E.; thence Due North 80.00 feet; thence Due East 80.00 feet; thence Due South 80.00 feet; thence Due West 80.00 feet to the point of beginning.

Grantee shall indemnify, and hold Grantor, its successors and assigns, harmless from and against any and all damage, expense or liability arising out of exercise by Grantee or its contractors or sub-contractors of the rights herein granted.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Dated: November 17, 1975.

Witnesses:

Annette R. Rucci  
Annette R. Rucci  
Sharon G. LaTulippe  
Sharon G. LaTulippe

AETNA LIFE INSURANCE COMPANY,  
a Connecticut corporation

By [Signature]  
Its ASSISTANT VICE PRESIDENT

STATE OF CONNECTICUT )  
                                  ) SS  
COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me this 17th day of November, 1975 by James J. Furlong, Assistant Vice President of Aetna Life Insurance Company on behalf of said corporation.

Annette R. Rucci  
Notary Public, Hartford County,  
Connecticut  
My Commission Expires: \_\_\_\_\_

This instrument drafted by:  
Timothy W. Mast  
3700 Penobscot Building  
Detroit, Michigan 48226

ANNETTE R. RUCCI, Notary Public  
within and for the State of Connecticut  
My Commission Expires March 31, 1978

# JUNE 18 76

LIBER 6690 PAGE 825

76 45012

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, AETNA LIFE INSURANCE COMPANY, a Connecticut corporation, whose address is 151 Farmington Avenue, Hartford, Connecticut (hereinafter referred to as "Grantor"), does hereby grant and convey to PROPERTY OWNERS ASSOCIATION OF HAMPTON, INC., a Michigan non-profit corporation with offices at 800 Hampton Circle, Rochester, Michigan (hereinafter referred to as "Grantee"), a permanent easement to construct, install, maintain, repair and/or replace an entrance marker upon, across and through the following described land situated in the Township of Avon, County of Oakland, State of Michigan, to-wit:

Part of the Northwest 1/4 of Section 26, T.3N., R.11E., Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is Due North 662.00 feet along the West line of Section 26 and Due East 87.00 feet from the West 1/4 Corner of Section 26, T.3N., R.11E.; thence Due East 80.00 feet; thence Due South 80.00 feet; thence Due West 80.00 feet; thence Due North 80.00 feet to the point of beginning.

Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all damage, expense or liability arising out of exercise by Grantee or its contractors or sub-contractors of the rights herein granted.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Dated: November 17, 1975.

Witnesses;

Annette R. Rucci  
Annette R. Rucci

Sharon G. Latulippe  
Sharon G. Latulippe

STATE OF CONNECTICUT)

) SS

COUNTY OF HARTFORD )

AETNA LIFE INSURANCE COMPANY,  
a Connecticut corporation

By [Signature]  
Its ASSISTANT VICE PRESIDENT

The foregoing instrument was acknowledged before me this 17th day of November, 1975 by James J. Furlong, Assistant Vice President of Aetna Life Insurance Company, on behalf of said corporation.

Annette R. Rucci

Notary Public, Hartford County,  
Connecticut  
My Commission Expires [Date]

This instrument drafted by:  
Timothy W. Mast  
3700 Penobscot Building  
Detroit, Michigan 48226

ANNETTE R. RUCCI, Notary Public  
Wit and for the State of Connecticut  
My Commission Expires March 31, 1978

JUNE 18 76

LIGER 6690 PAGE 826

76 45013

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that AETNA LIFE INSURANCE COMPANY, a Connecticut corporation, whose address is 151 Farmington Avenue, Hartford, Connecticut (hereinafter referred to as "Grantor"), does hereby grant and convey to PROPERTY OWNERS ASSOCIATION OF HAMPTON, INC., a Michigan non-profit corporation with offices at 800 Hampton Circle, Rochester, Michigan (hereinafter referred to as "Grantee"), a permanent easement to construct, install, operate, maintain, repair and/or replace a water supply well across and through the following described land situated in the Township of Avon, County of Oakland, State of Michigan, to-wit:

Part of the Northwest 1/4 of Section 26, T.3N., R.11E., Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is Due North 528.00 ft. along the West line of Section 26 and Due East 87.00 ft. from the West 1/4 Corner of Section 26, T.3N., R.11E.; thence, along a line parallel to and 87.00 ft. East of the West line of Section 26, Due North 54.00 ft.; thence Due East 12.00 ft.; thence Due South 54.00 ft.; thence Due West 12.00 ft. to the point of beginning.

Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all damage, expense or liability arising out of exercise by Grantee or its contractors or sub-contractors of the rights herein granted.

CONSIDERATION OF \$1.00

This instrument shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Dated: February 20, 1976

Witnesses:

AETNA LIFE INSURANCE COMPANY, a Connecticut corporation

Sharon G. Latulippe

By W. M. Russell

Annette R. Rucci

Its Assistant Vice President

STATE OF CONNECTICUT )
) SS
COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me this 20th day of February, 1976, by W. M. Russell Assistant Vice President of Aetna Life Insurance Company, on behalf of said corporation.

This instrument drafted by and when recorded return to: Timothy W. Mast 3700 Penobscot Building Detroit, Michigan 48226

Annette R. Rucci Notary Public, Hartford County, Connecticut My Commission Expires

State of Michigan, County of \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_, before me, the undersigned personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the persons who executed the foregoing release and severally acknowledged the same to be their free act and deed.

|        |       |
|--------|-------|
| Proved | _____ |
| Filed  | ✓     |
| Exec.  | ✓     |
| Filed  | _____ |

Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_ A.D. 19 \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the persons who executed the foregoing release and severally acknowledged the same to be their free act and deed.

Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

State of Connecticut }  
County of Hartford }  
On this 3rd day of April A.D. 1974, before me, the undersigned, personally appeared E. W. Bush and B. St. Germain to me personally known, who being by me duly sworn, did say that they are respectively Assistant Vice President and Secretary of Etna Life Insurance Company a Connecticut Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said B. St. Germain and B. St. Germain severally acknowledged said instrument and deed of said Corporation.

ANNETTE E. RUCCI, Notary Public  
within and for the State of Connecticut  
My Commission Expires March 31, 1978  
Drafted by: Don McKeever  
Address: 18101 W. 9-Mile Road  
Southfield, Michigan

Annette E. Rucci  
Notary Public Hartford County, Connecticut  
My Commission Expires \_\_\_\_\_

RETURN TO:  
Wm. J. Paul  
MICHIGAN DEPT. OF STATE HIGHWAYS  
18101 NINE MILE ROAD  
P.O. BOX #1226  
SOUTHFIELD, MICHIGAN 48075

HIGHWAY  
EASEMENT  
RELEASE

to  
THE STATE OF MICHIGAN

Register's Office

State of Michigan

County of \_\_\_\_\_

This instrument was presented and re-

ceived for record this \_\_\_\_\_ day of \_\_\_\_\_

A.D. 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

and recorded in Liber \_\_\_\_\_

of \_\_\_\_\_ on page \_\_\_\_\_

Register of Deeds.

STATE OF MICHIGAN  
DEPARTMENT OF STATE HIGHWAYS  
Lansing, Michigan

STATE OF MICHIGAN DEPARTMENT OF STATE HIGHWAYS

Form 638 (Rev. 5/71)

HIGHWAY EASEMENT RELEASE

3-11/24

For and in consideration of the sum of One Dollar and mutual benefits Dollars, receipt whereof is acknowledged, the undersigned Aetna Life Insurance Company, a Connecticut Corporation, of 151 Farmington Avenue, Hartford, Connecticut

hereby grant and convey to the State of Michigan, whose address is Lansing, Michigan, an easement for highway purposes, in, over, and upon the parcels of land described as:

An Easement to construct and maintain manholes, over a parcel of land described as follows: That part of the West half (W 1/2) of Section 26, Town 3 North, Range 11 East, Ivon Township, Oakland County, Michigan, described as: Commencing at a point North 01° 58' 04" West, 2188.00 feet and North 88° 01' 56" East, 87.00 feet from the Southwest corner of said Section 26, thence North 01° 58' 04" West, 20.00 feet; thence North 88° 01' 56" East, 20.00 feet; thence South 01° 58' 04" East, 20.00 feet; thence South 88° 58' 04" West, 20.00 feet to the point of beginning

ALSO, that part of the West half (W 1/2) of said Section 26, described as: Commencing at a point South 01° 48' 06" East, 1203.00 feet and North 88° 11' 54" East, 87.00 feet from the Northwest corner of Section 26, thence South 01° 48' 06" East, 20.00 feet; thence North 88° 11' 54" East, 20.00 feet; thence North 01° 48' 06" West, 20.00 feet; thence South 88° 11' 54" West, 20.00 feet to the point of beginning.

The lands described for an easement to construct and maintain manholes, covering an area of 800 square feet, more or less.

INDEXED BY THE STATE OF MICHIGAN... 06534... E. Hugh Bohannon... E. MOORE DONAHY, County Treasurer, Sec. 123, Act 206, 1999 As Am.

All existing fences thereon will be moved to the new right of way line by the prior to

This conveyance includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the Michigan State Highway Commission, is necessary to the construction and maintenance of the highway, further notice to the grantors of such removal by the Michigan Department of State Highways being hereby expressly waived.

The grantors covenant and agree that no trees, shrubs or vegetation shall be cut or removed from the Highway Right of Way easement by the grantors, their heirs, executors, administrators, successors and assigns, without written permission by the Michigan Department of State Highways.

The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board, or advertising device, shall be by us erected, permitted, or maintained in or upon the Right of Way as described herein.

All of the above provisions are hereby declared to be perpetual covenants and shall be construed as real covenants attached to and running with the land.

The undersigned mortgagee hereby releases and discharges the lands described from the mortgage hereon. IN WITNESS WHEREOF, We have hereunto set our hands and seals this 2nd day of April, 1974.

In Presence of Annette B. Rucci, Annette K. Rucci, Margaret K. Landell, Margaret K. Landell

AETNA LIFE INSURANCE COMPANY BY: [Signature] Assistant Secretary (I.S.) BY: [Signature] Secretary R. St. Germain (L.S.) (L.S.) (L.S.)

500



RECORDED  
MICHIGAN  
REC'D '73

RIGHT OF WAY AGREEMENT

3/1/73

For good and valuable consideration, the receipt of which is hereby acknowledged, AETNA LIFE INSURANCE COMPANY, a Connecticut corporation ("Aetna"), whose principal offices are located at 151 Farmington Avenue, Hartford, Connecticut, hereby grants and conveys to MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation (the "Company"), whose principal offices are located at 1365 Cass Avenue, Detroit, Michigan, its successors, assigns, lessees, licensees and agents, an easement right of way to construct, reconstruct, maintain, operate and/or remove lines of communication facilities consisting of conduits, cables and other fixtures and appurtenances as they from time to time may require, provided all such communications facilities shall be constructed below ground level except for boxes, transformers and equipment of like nature which may be constructed on pads above ground level, with the right of ingress and egress for the purpose of the right of way granted, under, across, upon and/or over the easement right of way located in Section 26, Township of Avon, Town 3 North, Range 11 East, County of Oakland, State of Michigan, more fully described as follows:

A six foot easement running East and West, parallel and adjacent to the South party line of the following parcel:

Part of the West 1/2 of Section 26, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at the West 1/4 Corner of Section 26, Town 3 North, Range 11 East; thence Due North 662.00 feet along the West line of Section 26, Town 3 North, Range 11 East; thence Due East 210.00 feet; thence Easterly 106.49 feet along a curve concave to the North (Radius of 969.51 feet, central angle of 06° 17' 35", long chord bears North 86° 51' 13" East 106.43 feet); thence North 83° 42' 25" East 129.89 feet; thence Easterly 91.99 feet along a curve concave to the South (Radius of 701.84 feet, central angle of 07° 30' 35", long chord bears North 87° 27' 42" East 91.92 feet); thence South 88° 47' 00" East 190.00 feet; thence Southerly 487.02 feet along a curve concave to the East (Radius of 1413.00 feet, central angle of 19° 44' 54", long chord bears South 11° 05' 27" East 484.62 feet); thence South 20° 57' 54" East 521.28 feet; thence Southerly 74.51 feet along a curve concave to the West (Radius of 257.00 feet, central angle of 16° 36' 44", long chord bears South 12° 39' 32" East 74.25 feet); thence South 04° 21' 10" East 102.46 feet; thence South 72° 22' 14" West 734.56 feet; thence South 89° 49' 4" West 301.25 feet; thence North 00° 10' 16" West 553.25 feet along the West line of Section 26 to the point of beginning (containing 23.940 Acres); reserving therefrom any part dedicated or used for Rochester Road.

DRAFTED BY, AND RETURN TO:  
MELFORD HARTMAN  
MICHIGAN BELL TELEPHONE CO.  
2900 SOUTHFIELD ROAD  
SOUTHFIELD, MICHIGAN 48076

500



3-11  
26

STATE OF MICHIGAN  
DEPARTMENT OF STATE HIGHWAYS

Form 638  
(Rev. 5/71)

HIGHWAY EASEMENT RELEASE

For and in consideration of the sum of One (\$1.00) Dollars.

receipt whereof is acknowledged the undersigned Aetna Life Insurance Company, a Connecticut Corporation, of 151 Farmington Avenue, Hartford, Connecticut.

hereby grant and convey to the State of Michigan whose address is Lansing, Michigan, an easement for highway purposes, in, over, and upon the parcels of land described as:

The West 87 feet of the West Half (1/2) of Section 26, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan.

The land described above in easement contain 11.86 acres, more or less, of which 8.22 acres, more or less, is subject to an previous right-of-way easement.

This conveyance and release is subject to all existing easements and matters of record.

RECORDED  
1972 APR 25 PM 1 37  
CLEAR

All existing fences thereon will be moved to the new right of way line by the grantors prior to the construction of the highway.

This conveyance includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the Michigan State Highway Commission, is necessary to the construction and maintenance of the highway, further notice to the grantors of such removal by the Michigan Department of State Highways being hereby expressly waived.

The grantors covenant and agree that no trees, shrubs or vegetation shall be cut or removed from the Highway Right of Way easement by the grantors, their heirs, executors, administrators, successors and assigns, without written permission by the Michigan Department of State Highways.

The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board, or advertising device, shall be by us erected, permitted, or maintained in or upon the Right of Way as described herein.

All of the above provisions are hereby declared to be perpetual covenants and shall be construed as real covenants attached to and running with the land.

The undersigned mortgagee hereby releases and discharges the lands described from the mortgage lien. IN WITNESS WHEREOF, We have hereunto set our hands and seals this 17th day of April, 1972.

In Presence of  
Edward C. Bandon  
Annette R. Bolduc

AETNA LIFE INSURANCE COMPANY  
BY: R. L. Peterson (L.S.)  
R. L. Peterson, Assistant Vice President  
BY: Thomas F. Egan (L.S.)  
Thomas F. Egan, Secretary

State of Michigan, County of \_\_\_\_\_ ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_, before me, the under-  
signed, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ to me known to be the persons who  
executed the foregoing release and severally acknowledged the same to be their free act and deed.

|        |   |
|--------|---|
| Proved |   |
| Form   | ✓ |
| Exec.  | ✓ |
| Posted |   |

Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_ ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_, before me, the undersigned,  
personally appeared \_\_\_\_\_  
and \_\_\_\_\_ to me known to be the persons who  
executed the foregoing release and severally acknowledged the same to be their free act and deed.

Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

State of Connecticut }  
County of Hartford } ss.  
On this 17th day of April A.D. 19 72, before me, the undersigned,  
personally appeared R. L. Peterson  
and Thomas F. Egan to me personally known, who being by  
me duly sworn, did say that they are respectively Vice President and Assistant Secretary  
of Aetna Life Insurance Company a Connecticut Corporation, that the seal  
affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed  
and sealed in behalf of said Corporation by authority of its Board of Directors; and said R. L. Peterson  
and Thomas F. Egan severally acknowledged said instrument to be the free act  
and deed of said Corporation.

*Edward C. Bannon*  
Notary Public Hartford County, Connecticut  
Acting in Hartford County, Connecticut  
My Commission Expires \_\_\_\_\_

Drafted by: \_\_\_\_\_  
Address: Post Office Drawer "K"  
Lansing, Michigan

Edward C. Bannon, Notary Public  
Within and for the State of Connecticut  
My Commission expires March 31, 1975.

*Return To:*  
*Commissioner of State Highways*

MICHIGAN DEPARTMENT OF STATE HIGHWAYS  
1800 W. MILE ROAD  
P.O. BOX #1226  
SOUTHFIELD, MICHIGAN 48075

HIGHWAY  
EASEMENT  
RELEASE

to  
THE STATE OF MICHIGAN

Register's Office

State of Michigan \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was presented and re-

ceived for record this \_\_\_\_\_ day of \_\_\_\_\_

A.D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

and recorded in Liber \_\_\_\_\_

of \_\_\_\_\_ on page \_\_\_\_\_

Register of Deeds.

STATE OF MICHIGAN  
DEPARTMENT OF STATE HIGHWAYS  
Lansing, Michigan

KNOW ALL MEN BY THESE PRESENTS, That Aetna Life Insurance Company, a Connecticut Corporation, 151 Farmington Avenue, Hartford, Connecticut

hereinafter called the Grantor, for and in consideration of the sum of (\$ 1.00 ) paid to it by the County of Oakland, Michigan Constitutional Corporation, hereinafter called the County, whose address is 1240 North Telegraph Road, Pontiac, Michigan, does hereby grant to the County the right to construct, operate, maintain repair and/or replace a sanitary sewer and/or water main crosses and the following described land situated in the Township of Avon, Oakland County, Michigan to-wit:

PARCEL A: Part of the Southwest 1/4 of Section 26, T3N, R11E, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at the Southwest corner of Section 26, T3N, R11E, th along the West line of Section 26, North 00°16' West 2350.0 ft; th North 89°49'44" East 260.0 ft, th Easterly 350.58 ft, along a curve concave to the North (Radius of 1770.0 ft, central angle of 11°20'54" long chord bears North 84°09'17" East 350.0 ft); th North 78°28'50" East 200.0 ft; th Easterly 100.07 ft along a curve concave to the South (Radius of 800.00 ft, central angle of 07°10'00", long chord bears North 83°50' East 100.0 ft); th North 85°38'50" East 200.0 ft; th Southeasterly 1434.66 ft, along a curve concave to the Southwest (Radius of 800.0 ft central angle of 102°45'00" long chord bears North 42°58'40" East 1250.0 ft); th South 08°23'50" West 795.15 ft; th Southerly 482.76 ft, along a curve concave to the East (Radius of 3138.22 ft, central angle of 08°48'50", long chord bears South 83°59'25" West 482.28 ft); th South 00°25'00" East 260.0 ft; th along the South line of Section 26, South 89°35'00" West 1800.00 ft to the point of beginning.

PARCEL B: Part of the West 1/4 of Section 26, T3N, R11E, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at the West 1/4 corner of Section 26, T3N, R11E, th along the West line of Section 26, due North 950.09 ft; th due East 640.0 ft, th due South 1250.0 ft, th due East 352.09 ft, th South 64°21'10" East 574.96 ft; th South 85°38'50" West 130.0 ft, th Westerly 100.07 ft, along a curve concave to the South (Radius of 800.0 ft, central angle of 07°10'00", long chord bears South 82°03'50" West 100.0 ft); th South 78°28'50" West 200.0 ft, th Westerly 350.58 ft, along a curve concave to the North (Radius of 1770.0 ft, central angle of 11°20'54" long chord bears South 84°09'17" West 350.0 ft); th South 89°49'44" West 250.0 ft, th along the West line of Section 26, North 00°10'16" West 973.25 ft, to the point of beginning.

PARCEL C: Part of Section 26, T3N, R11E, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is due North 950.09 ft along the West line of Section 26, from the West 1/4 corner of Section 26, T3N, R11E, th along the West line of Section 26 due North 890.63 ft; th due East 674.09 ft, th South 49°12'34" East 535.95 ft; th North 88°52'45" East 1680.0 ft; th North 01°07'15" West 1144.0 ft, th along the North line of Section 26, North 88°52'45" East 48.93 ft; and South 89°28'50" East 1532.67 ft; th South 00°31'10" West 310.0 ft; th South 11°01'03" East 250.0 ft, th South 37°39'42" East 295.64 ft; th South 16°19'05" East 180.0 ft; th South 07°30'55" East 227.22 ft, th South 60°11'25" East 440.0 ft, th South 10°48'36" East 162.79 ft, th South 26°45'19" East 134.16 ft, th South 51°31'50" East 128.06 ft, th South 00°11'25" East 70.0 ft; th South 89°48'35" West 922.38 ft, th South 41°37'12" West 60.0 ft; th South 00°11'25" East 548.91 ft, th South 42°00'03" East 60.0 ft; th North 89°48'35" East 902.53 ft, th South 00°11'25" East 50.0 ft, th South 43°28'26" West 123.86 ft, th South 34°46'28" West 158.11 ft, th South 16°32'21" West 229.40 ft, th South 00°04'45" West 230.0 ft; th South 22°54'34" East 177.5 ft, th South 25°29'09" East 134.2 ft, th South 33°36'39" East 162.25 ft, th South 18°50'10" East 185.47 ft, th South 59°04'45" West 193.94 ft, th along the South line of Section 26, South 89°35'00" West 357.0 ft; th North 00°25'15" West 1577.04 ft, th North 07°56'11" West 100.0 ft; th North 48°45'40" West 562.11 ft, th South 55°27'09" West 1062.37 ft, th South 00°11'25" East 450.0 ft; th North 81°36'10" West 722.57 ft, th North 08°23'50" East 360.15 ft, th North westerly 1434.66 ft, along a curve concave to the Southwest (Radius of 800.0 ft, central angle of 102°45'00", long chord bears North 42°58'40" West 1250.0 ft); th South 85°38'50" West 200.0 ft; th North 04°21'10" West 574.96 ft; th due West 352.09 ft, th due North 1250.0 ft; th due East 640.0 ft, to the point of beginning, except that part of the Southwest 1/4 of Section 26, T3N, R11E, Avon Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is South 88°54'53" East 1540.0 ft along the East and West line of Section 26, from the West 1/4 corner of Section 26, T3N, R11E, th along the East and West line of Section 26, South 89°54'33" East 600.0 ft; th South 30°27'2" East 580.0 ft, th South 61°02'18" West 600.0 ft; th North 59°42'14" West 440.0 ft; th North 01°05'07" East 580.0 ft, to the point of beginning.

PARCEL L: Part of the Northwest 1/4 of Section 26, T3N, R11E, Avon Township, Oakland County, Michigan being more particularly described as follows: Beginning at the Northwest corner of Section 26, T3N, R11E, th along the North line of Section 26, North 88°52'45" East 658.84 ft, th South 01°07'15" East 786.0 ft; th due West 674.09 ft, th along the West line of Section 26, due North 772.96 ft to the point of beginning.

"A" The permanent easement shall consist of the East 27.0 ft of the West 60.0 ft of the above described property (Parcels B, N, and L.)

"B" Also a permanent easement consisting of the East 27.0 ft of the West 60.0 ft of the North 85.0 ft of the above described property (Parcel A).

And further, the Grantor does hereby grant a temporary construction easement to the County consisting of a strip of land 10.0 ft wide, parallel to and adjoining the Easterly edge of the above described permanent easements "A" and "B".

Said temporary construction easements shall terminate upon the completion date of construction.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the County.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

Dated: November 24, 1970

Aetna Life Insurance Company

WITNESSES:

R. C. Agarwal  
R. C. Agarwal

By [Signature]  
Assistant Vice President

N. K. Lorentz  
N. K. Lorentz

By [Signature]  
Assistant Secretary

STATE OF MICHIGAN  
COUNTY OF Hartford

On this 24th day of November, A.D. 1970, before me, a Notary Public in and for said county, personally appeared G. B. Larkum and R. A. St. Germain to me personally known, who being by me severally duly sworn, did say that they are respectively the Asst. Vice President and Assistant Secretary of the Aetna Life Insurance Company, a corporation created and existing under the laws of the State of Michigan, and that the said Easement Grant was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said Assistant Vice Pres. and Assistant Secretary acknowledged the said instrument to be the free act and deed of the said Aetna Life Insurance Company.

6/17/70 - bg.  
This instrument drafted by:  
W. J. Hardenburg, Jr.  
550 S. Telegraph Road  
Pontiac, Michigan

[Signature]  
Notary Public, \_\_\_\_\_ County,  
Michigan.

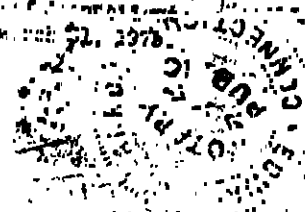
My commission expires \_\_\_\_\_  
Edward C. Bannon, Notary Public  
Within and for the State of Michigan  
My Commission expires March 22, 1976

ATW-26-27-255 Cont. B-1

[Signature]  
CLERK, REGISTER OF DEEDS

1971 FEB 2 PM 1 55

RECORDED  
CLERK, REGISTER OF DEEDS



IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the right is hereby granted and conveyed to THE DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan, and the MICHIGAN ELECTRIC LIGHT & POWER COMPANY, 1365 Cass Avenue, Detroit, Michigan, their licensees, lessees, successors, and assigns, to construct line facilities for the purpose of providing electric service and communication service, including necessary poles, guys, anchors, wires, and equipment in, upon, over, and across the property located in

Wayne Township County of Oakland State of Michigan.

further described as follows: THE WEST HALF OF THE NORTH HALF OF THE SOUTH  
4th 1/4 OF THE SW 1/4 OF SECTION 26, ALSO THE WEST HALF  
OF SECTION 26, TOWN 3 NORTH, RANGE 11 EAST.

with full right of ingress and egress upon the said premises to employees or appointees of the said grantees to construct, reconstruct, repair, operate, and maintain said line facilities, and to trim or cut down any trees which, in the opinion of the grantees, at any time interfere or threaten to interfere with the construction and operation of said line facilities.

The route of the line facilities is described as follows: SE 1/4 NORTH 1/2 OF SAID SECTION 26  
DIRECTION, ALONG CENTER LINE 75 FT. EAST OF THE  
CENTER OF RICHMOND RD.

In addition to the above consideration, the total sum of ONE HUNDRED TWENTY FIVE DOLLARS (\$125.00) Dollars shall be paid to the grantor before construction is completed.

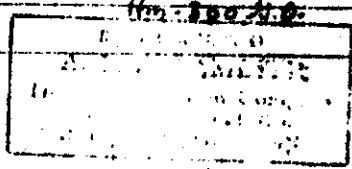
This grant is hereby declared binding upon the heirs, successors, and assigns of the undersigned grantor S.

IN WITNESS WHEREOF, we have hereunto set OUR hand and seal this 13th day of September, 1963

WITNESS Ernest A. Santimore  
Catherine Balyeay

SIGNED Howard L. McGregor, Jr.  
Katharine S. McGregor  
6041 N. Rochester Rd., Rochester, Michigan

RECORDED  
IN  
OAKLAND COUNTY  
REGISTER OF DEEDS RECORDS



On this 13th day of September A.D. 1963 before me, the undersigned, a notary public in and for said county, personally appeared Howard L. McGregor, Jr. and Katharine S. McGregor, his wife

known to me to be the person and named in and who executed the foregoing instrument as grantor and and acknowledged the same to be their free act and deed.

My commission expires November 22, 1963  
Ernest A. Santimore  
Notary Public Oakland County, Michigan

Attestation of form  
EWB  
12 30 63

MICHIGAN  
STATE HIGHWAY DEPARTMENT

HIGHWAY EASEMENT RELEASE

For and in consideration of the improvement of State Trunkline Highway M-150  
and the sum of one and no/100 (\$1.00) Dollar

and other valuable consideration, the receipt whereof is acknowledged, the undersigned, the National Trist Drill  
and Tool Company, a Michigan corporation, of Rochester, Michigan,

hereby grant and convey to the State of Michigan an easement for highway purposes, in, over, and upon the parcels of land  
described as:

All that part of Section 26, Town 3 North, Range 11 East, (Avon Township, Oakland  
County) Michigan, lying westerly of and adjacent to a line drawn sixty (60) feet  
easterly of and parallel to the west section line of said Section 26.

|            |         |
|------------|---------|
| DRAWN BY   | JO      |
| CHECKED BY | JO      |
| DATE       | 6.11.41 |
| SCALE      | 1/4"    |
| BY         | HP      |
| DATE       | 8.11.41 |
| BY         | JO      |
| DATE       | 8.11.41 |
| BY         | JO      |
| DATE       | 8.11.41 |

All existing fences thereon will be moved to the new right of way line by the grantor before

and all existing buildings and structures thereon, other than  
fences, may remain until the State Highway Commissioner requests their removal, in which case and at which time grantors  
will specify the location, upon their land and not more than two hundred feet outside of the highway limits, to which location  
said structures shall forthwith be moved, without expense to the grantors, and left in as good condition as previous to moving.

This conveyance includes a release of any and all claims to damages to grantors adjoining property, arising from or  
incidental to the laying out, establishing, altering, widening, change of grade, draining, and improving of the highway in, over,  
and upon the land hereby granted.

This conveyance also includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation  
as, in the judgment of the State Highway Commissioner, is necessary to the construction and maintenance of the highway,  
further notice of such removal being hereby expressly waived; provided, that all desirable trees, shrubs and vegetation which  
do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or  
disturbed; and provided further, that all timber, logs, and parts of trees suitable for firewood resulting from removal of any  
trees shall be reserved for the grantors.

The grantors covenant and agree for themselves, their heirs, executors, administrators successors and assigns, that no  
bill board sign board or advertising device, other than those advertising articles produced and sold on the premises, shall be  
erected, permitted, or maintained in, or upon the remaining lands and premises now owned by the grantors immediately  
adjoining the lands hereinafter conveyed, and within a distance of three hundred feet from the highway center line, measured at  
right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real  
covenant attached to and running with the land.

The undersigned mortgagee hereby releases and discharges the lands described from the mortgage lien.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 17th day of July A. D. 1941

In Presence of

NATIONAL TRIST DRILL & TOOL COMPANY

Wilson E. Severance

BY: *Thomas C. ...* (L.S.)

Malva Lambke

50

160

170

150

0



State of Michigan, County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_

and \_\_\_\_\_ to me known to be the persons who executed the foregoing release and severally acknowledged the same to be their free act and deed.

Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_

and \_\_\_\_\_ to me known to be the persons who executed the foregoing release and severally acknowledged the same to be their free act and deed.

Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

State of Michigan  
County of Oakland ss.

On this 17th day of July A. D. 19 45, before me, the undersigned, personally appeared Howard L. McGregor, Sr.

and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are respectively President and \_\_\_\_\_

of National Twist Drill & Tool Company, a Michigan Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said Howard L. McGregor, Sr.

and \_\_\_\_\_ severally acknowledged said instrument to be the free act and deed of said Corporation.

HOMER A. CASE  
Notary Public, Oakland County, Mich.  
My Commission Expires Feb. 18, 1948

\_\_\_\_\_ Notary Public, Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires \_\_\_\_\_

25670  
3 1/2  
HIGHWAY  
EASEMENT  
RELEASE

National Twist Drill and  
Tool Company

to  
THE STATE OF MICHIGAN

Register's Office  
State of Michigan  
County of Oakland ss.

DALLAS

This instrument was presented and received

SEP 4 1945

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
A. D. 19 \_\_\_\_\_

and \_\_\_\_\_ Lib. 1802  
and OAKLAND CO REG DEEDS RECORDS  
on page 472-3

Orvin B. Linnell  
Register of Deeds.

MICHIGAN  
STATE HIGHWAY DEPARTMENT  
Lansing, Mich.

13581

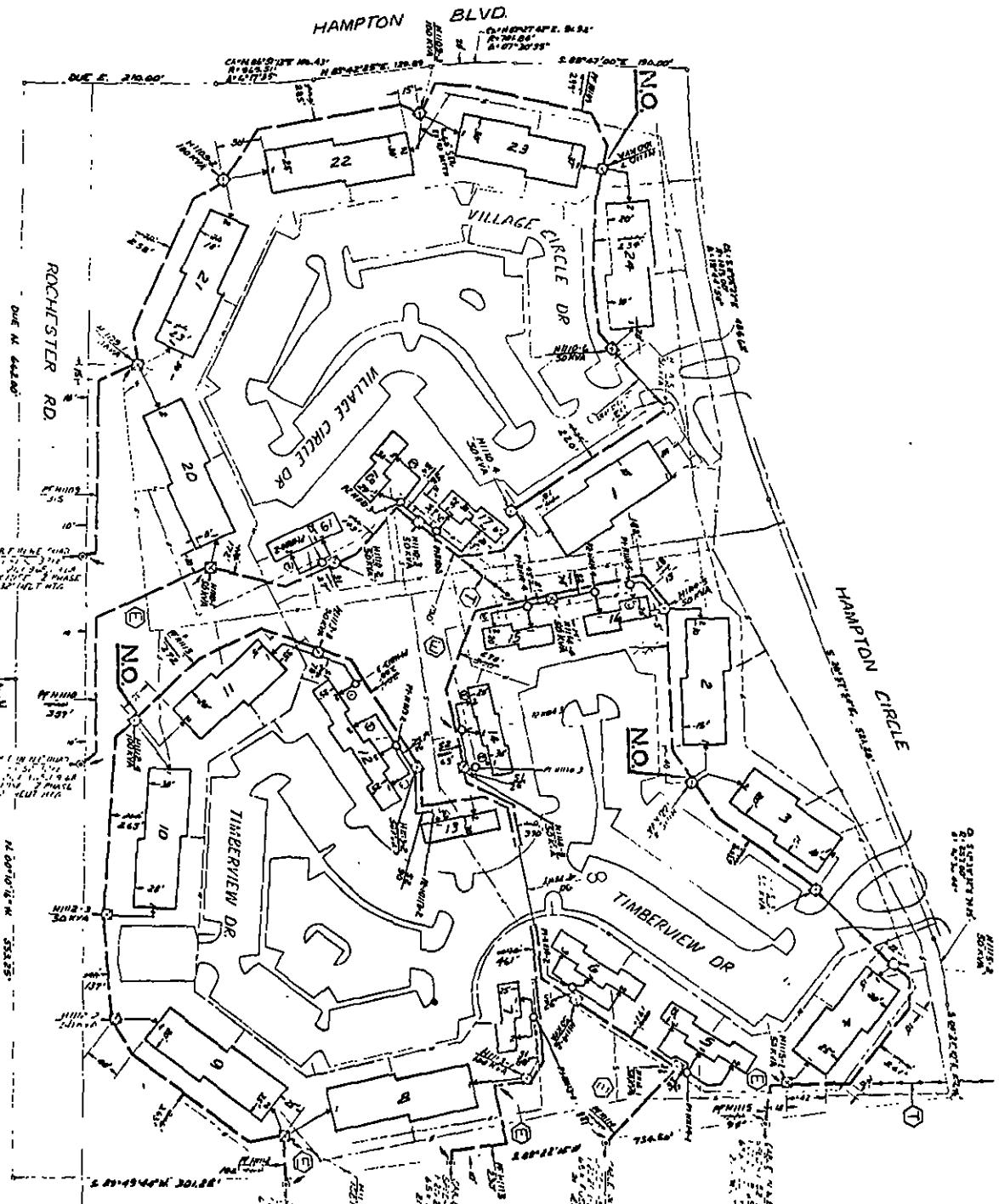
15

60

50

160

RECORDED RIGHT OF WAY NO. 31300



NOTICE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED WITHIN THE PROJECT AREA.

**NOTICE**  
 The location of underground utilities shown on this plan is based on the most recent available data. The contractor shall be responsible for the location and protection of all utilities located within the project area.

**GENERAL NOTES**  
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED WITHIN THE PROJECT AREA.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED WITHIN THE PROJECT AREA.

**TRANSFORMER DATA**

| UTL NO. | TYPE        | VOLTS | KVA |
|---------|-------------|-------|-----|
| 100-1   | TRANSFORMER | 480   | 50  |
| 100-2   | TRANSFORMER | 480   | 50  |
| 100-3   | TRANSFORMER | 480   | 50  |
| 100-4   | TRANSFORMER | 480   | 50  |
| 100-5   | TRANSFORMER | 480   | 50  |
| 100-6   | TRANSFORMER | 480   | 50  |
| 100-7   | TRANSFORMER | 480   | 50  |
| 100-8   | TRANSFORMER | 480   | 50  |
| 100-9   | TRANSFORMER | 480   | 50  |
| 100-10  | TRANSFORMER | 480   | 50  |
| 100-11  | TRANSFORMER | 480   | 50  |
| 100-12  | TRANSFORMER | 480   | 50  |
| 100-13  | TRANSFORMER | 480   | 50  |
| 100-14  | TRANSFORMER | 480   | 50  |
| 100-15  | TRANSFORMER | 480   | 50  |
| 100-16  | TRANSFORMER | 480   | 50  |
| 100-17  | TRANSFORMER | 480   | 50  |
| 100-18  | TRANSFORMER | 480   | 50  |
| 100-19  | TRANSFORMER | 480   | 50  |
| 100-20  | TRANSFORMER | 480   | 50  |
| 100-21  | TRANSFORMER | 480   | 50  |
| 100-22  | TRANSFORMER | 480   | 50  |
| 100-23  | TRANSFORMER | 480   | 50  |
| 100-24  | TRANSFORMER | 480   | 50  |
| 100-25  | TRANSFORMER | 480   | 50  |
| 100-26  | TRANSFORMER | 480   | 50  |
| 100-27  | TRANSFORMER | 480   | 50  |
| 100-28  | TRANSFORMER | 480   | 50  |
| 100-29  | TRANSFORMER | 480   | 50  |
| 100-30  | TRANSFORMER | 480   | 50  |

**CABLE SUMMARY**

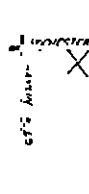
| TYPE   | LENGTH | NO. OF CABLES |
|--------|--------|---------------|
| 100-1  | 100    | 1             |
| 100-2  | 100    | 1             |
| 100-3  | 100    | 1             |
| 100-4  | 100    | 1             |
| 100-5  | 100    | 1             |
| 100-6  | 100    | 1             |
| 100-7  | 100    | 1             |
| 100-8  | 100    | 1             |
| 100-9  | 100    | 1             |
| 100-10 | 100    | 1             |
| 100-11 | 100    | 1             |
| 100-12 | 100    | 1             |
| 100-13 | 100    | 1             |
| 100-14 | 100    | 1             |
| 100-15 | 100    | 1             |
| 100-16 | 100    | 1             |
| 100-17 | 100    | 1             |
| 100-18 | 100    | 1             |
| 100-19 | 100    | 1             |
| 100-20 | 100    | 1             |
| 100-21 | 100    | 1             |
| 100-22 | 100    | 1             |
| 100-23 | 100    | 1             |
| 100-24 | 100    | 1             |
| 100-25 | 100    | 1             |
| 100-26 | 100    | 1             |
| 100-27 | 100    | 1             |
| 100-28 | 100    | 1             |
| 100-29 | 100    | 1             |
| 100-30 | 100    | 1             |

**TRENCH SUMMARY**

| TYPE   | LENGTH | NO. OF TRENCHES |
|--------|--------|-----------------|
| 100-1  | 100    | 1               |
| 100-2  | 100    | 1               |
| 100-3  | 100    | 1               |
| 100-4  | 100    | 1               |
| 100-5  | 100    | 1               |
| 100-6  | 100    | 1               |
| 100-7  | 100    | 1               |
| 100-8  | 100    | 1               |
| 100-9  | 100    | 1               |
| 100-10 | 100    | 1               |
| 100-11 | 100    | 1               |
| 100-12 | 100    | 1               |
| 100-13 | 100    | 1               |
| 100-14 | 100    | 1               |
| 100-15 | 100    | 1               |
| 100-16 | 100    | 1               |
| 100-17 | 100    | 1               |
| 100-18 | 100    | 1               |
| 100-19 | 100    | 1               |
| 100-20 | 100    | 1               |
| 100-21 | 100    | 1               |
| 100-22 | 100    | 1               |
| 100-23 | 100    | 1               |
| 100-24 | 100    | 1               |
| 100-25 | 100    | 1               |
| 100-26 | 100    | 1               |
| 100-27 | 100    | 1               |
| 100-28 | 100    | 1               |
| 100-29 | 100    | 1               |
| 100-30 | 100    | 1               |

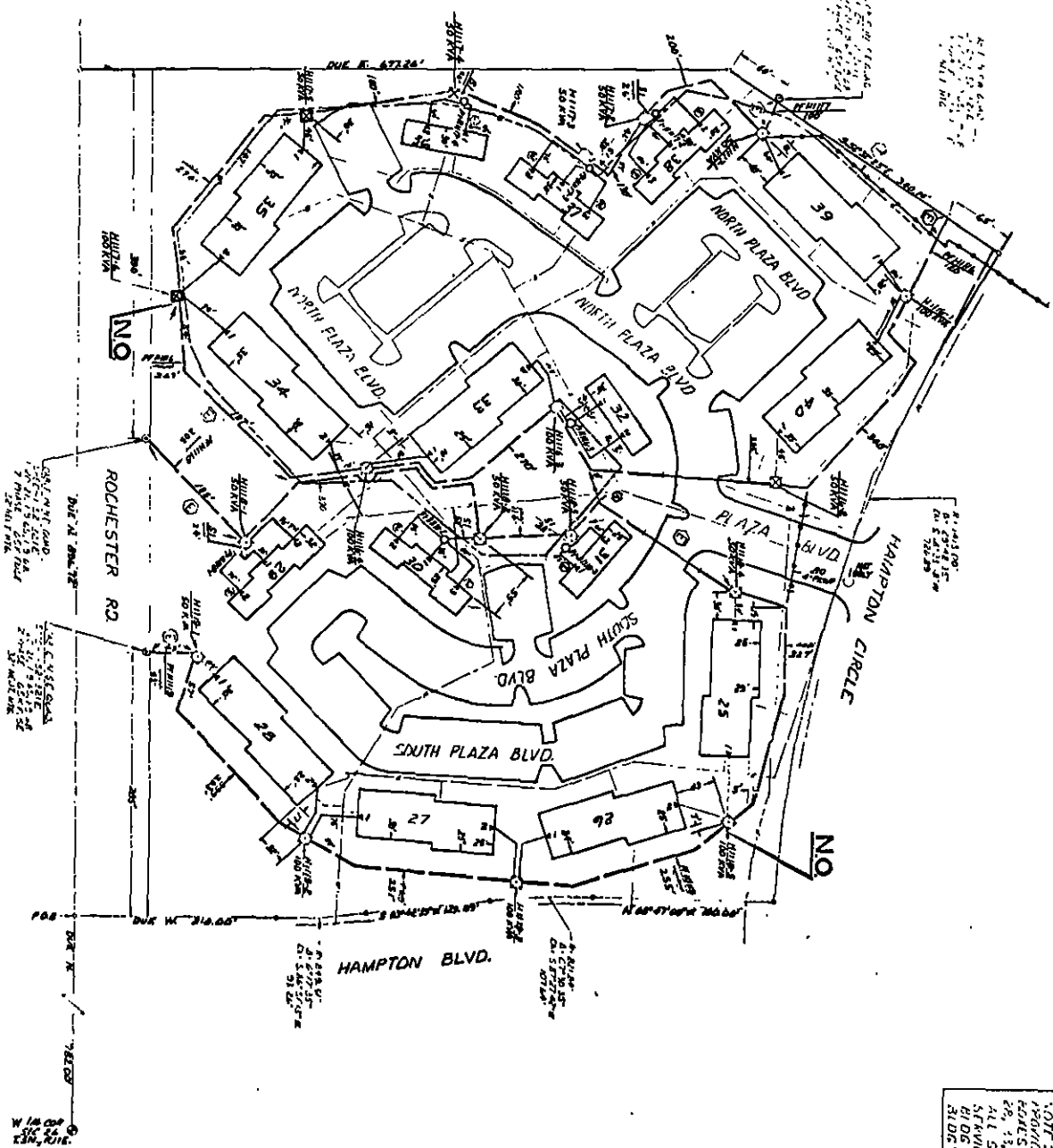
| NO. | DESCRIPTION                       | DATE | BY |
|-----|-----------------------------------|------|----|
| 1   | AS INSTALLED IN FIELD             |      |    |
| 2   | ESSEX AT HAMPTON STEP II          |      |    |
| 3   | A PART OF THE W 1/4 COR OF SEC 26 |      |    |
| 4   | T 3N, R1E                         |      |    |
| 5   | (PARCEL L-1)                      |      |    |
| 6   | PREPARED BY M. J. ...             |      |    |
| 7   | 8-6-5000                          |      |    |

LOCATION SKETCH



NORTH ARROW

RECORDED SIMP OF WAY NO. 3/300



**NOTE - CUSTOMER RESPONSIBLE TO PROVIDE NECESSARY CONNECTIONS TO THE FOLLOWING BUILDINGS:**  
 28, 32, 33, 34, 35, 36, 25, 26, 27, 29, 30, 31, 37, 38, 39  
 ALL SITE PROVISIONS - 350M  
 R/O'S - 350M - ALL OTHER R/O'S - 270

**NOTICE**  
 Location of underground facilities on this drawing is only approximate. Field verification shall be performed by the utility companies to be used. If any discrepancy is found between the drawing and the actual field conditions, the utility companies shall be responsible for any damage resulting from any excavation.

**TRANSFORMER DATA**

| SET NO. | TYPE | VA  | PHASES |
|---------|------|-----|--------|
| 1       | 200  | 200 | 3      |
| 2       | 200  | 200 | 3      |
| 3       | 200  | 200 | 3      |
| 4       | 200  | 200 | 3      |
| 5       | 200  | 200 | 3      |
| 6       | 200  | 200 | 3      |
| 7       | 200  | 200 | 3      |
| 8       | 200  | 200 | 3      |
| 9       | 200  | 200 | 3      |
| 10      | 200  | 200 | 3      |
| 11      | 200  | 200 | 3      |
| 12      | 200  | 200 | 3      |
| 13      | 200  | 200 | 3      |
| 14      | 200  | 200 | 3      |
| 15      | 200  | 200 | 3      |
| 16      | 200  | 200 | 3      |
| 17      | 200  | 200 | 3      |
| 18      | 200  | 200 | 3      |
| 19      | 200  | 200 | 3      |
| 20      | 200  | 200 | 3      |

TRANSFORMER DATA  
 TOTAL NO. OF TRANSFORMERS 20  
 NO. OF TRANSFORMERS 7

- NOTES**
- 1. TRANSFORMER DATA
  - 2. TRANSFORMER DATA
  - 3. TRANSFORMER DATA
  - 4. TRANSFORMER DATA
  - 5. TRANSFORMER DATA
  - 6. TRANSFORMER DATA
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  - 15. TRANSFORMER DATA
  - 16. TRANSFORMER DATA
  - 17. TRANSFORMER DATA
  - 18. TRANSFORMER DATA
  - 19. TRANSFORMER DATA
  - 20. TRANSFORMER DATA

**CABLE SUMMARY**  
 TOTAL LENGTH 13,150 FT  
 TOTAL WEIGHT 1,100 LBS  
 TOTAL NUMBER OF CABLES 1,100

**BENCH SUMMARY**  
 TOTAL NUMBER OF BENCHES 1,100  
 TOTAL WEIGHT 1,100 LBS  
 TOTAL NUMBER OF BENCHES 1,100

**PERMITS REQUIRED**  
 APPROXIMATE START DATE 12-2-76  
 APPROXIMATE END DATE 12-2-76

**AS NOTED IN FIELD**

| NO. | DESCRIPTION       | DATE    | BY          |
|-----|-------------------|---------|-------------|
| 1   | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 2   | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 3   | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 4   | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 5   | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 6   | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 7   | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 8   | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 9   | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 10  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 11  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 12  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 13  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 14  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 15  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 16  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 17  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 18  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 19  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |
| 20  | AS NOTED IN FIELD | 12-2-76 | J. J. JONES |

