

AGREEMENT - EASEMENT - RESTRICTIONS

LIBER 7453 PAGE 455

This instrument made this 24th day of August, 19 77, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 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 HIDDEN OAKS APARTMENTS, on land in the City of Southfield, County of Oakland, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

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

(1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

(2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.

(3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON 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 accommodate 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 HIGHWAY OF 117 NO. 47322

RECORDED
REGISTERED
REGISTER OF DEEDS MICHIGAN
1977 SEP 30 PM 3:49
CLEM HENNING
REGISTER OF DEEDS
15.007.00

78188
20000

LIBER 1052 PAGE 108

LIBER 1052 PAGE 108

LIBER 1052 PAGE 108

LIBER 1052 PAGE 108

LIBER 1052 PAGE 108

LIBER 1052 PAGE 108



LIBER 1052 PAGE 108

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48009

- 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. 39322

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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

In the Presence of:

Mary Ann Klos
MARY ANN KLOS

J. Katherine Hayes
J. KATHERINE HAYES

Charles V. Clapham
CHARLES V. CLAPHAM

J. Douglas Roy
J. DOUGLAS ROY

THE DETROIT EDISON COMPANY

By Robert R. Tewksbury
ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

By Irene C. Kata
IRENE C. KATA ASST. SECRETARY

9-12-77

MICHIGAN BELL TELEPHONE COMPANY

By Robert K. Crowhurst
ROBERT K. CROWHURST
Staff Supervisor, Right of Way
(authorized signature)

611 1000



J. A. Robertson

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

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 14th day of September, 1977, before me the subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury and Irene C. Kata, to me personally known, who being by me duly sworn did say they are the Dir., R/E & R/W Dept. and Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Robert R. Tewksbury and Irene C. Kata acknowledged said instrument to be the free act and deed of said corporation.

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

T. Katherine Hayes
Notary Public, -Wayne-County, Michigan

My Commission Expires: _____

RECORDED RIGHT OF WAY NO. _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 22ND day of SEPTEMBER, 1977, before me the subscriber, a Notary Public in and for said County, appeared ROBERT K. CRAWFORD to me personally known, who being by me duly sworn did say that he is STAFF SUPERVISOR R/W authorized by and for MICHIGAN BELL TELEPHONE COMPANY a Michigan corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and ROBERT K. CRAWFORD acknowledged said instrument to be the free act and deed of said corporation.

Charles V. Claphan
CHARLES V. CLAPHAN
Notary Public, LIVINGSTON County, Michigan

My Commission Expires: Dec. 19, 1978

DEYAN
ESTABLISHED

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

**Detroit
Edison**

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

March 12, 1979

P.M.F. Associates
3000 Town Center, Suite 1840
Southfield, Michigan 48075

Gentlemen:

Re: HIDDEN OAKS APARTMENTS

We are enclosing herewith a copy of the "as installed" Drawing No.

77A63795 for the underground electric and communication
services for the above named project.

Sincerely,



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

OVR/lr
Enclosures

RECORDED FROM OF WAY NO. 32322

**Detroit
Edison**

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

Phone 645-4378

October 10, 1977

P.M.F. Associates
3000 Town Center, Suite 1840
Southfield, Michigan 48075

Gentlemen:

Re: HIDDEN OAKS APTS

We are enclosing herewith a fully executed copy of the agreement dated August 24, 1977 for the underground electric and communication service for the above named project.

Sincerely,



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

OVR/l
Enclosures

RECORDED RIGHT OF WAY NO. 32322

AGREEMENT FOR UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM
FOR RESIDENTIAL SUBDIVISIONS, MOBILE HOME PARKS, CONDOMINIUMS
AND APARTMENT HOUSE COMPLEXES

AGREEMENT, made this 7th day of October, 1977, between The Detroit Edison Company, hereinafter called the "Company" and P.M.F. Associates with offices at 3000 Town Center, Suite 1840, Southfield, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 7 lots/buildings numbered 15801 thru 15901 Greenfield in the development known as Hidden Oaks Apartments (hereinafter called the "Development") located in Township 1N, Range 10E, Section 24, City of Southfield, Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-63795 dated August 25, 1977, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

WHEREAS, the Company, pursuant to the applicable Orders of the Michigan Public Service Commission, is permitted to require payment from the Developer prior to constructing the underground electric distribution system.

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the Company and the Developer agree as follows:

1. The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an underground electric distribution system consisting of primary and secondary underground cables, transformers and associated equipment, and any other underground or overhead line extension facilities which are required in connection therewith, but not including service connections, to make available alternating current, 60 hertz, single phase electric service to lots/buildings in the Development. Said underground distribution system shall be designed and installed so that the Company may serve streetlighting luminaires therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the underground electric distribution system shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. Said underground electric distribution system shall be used for furnishing the Company's service to the Developer and to such other persons along such underground electric distribution system, or beyond the same, as may become customers of the Company; provided, however, that such underground electric distribution system shall remain a separate, distinct unit for the purposes of this Agreement and any further extension therefrom shall not be a part of nor have any effect upon this Agreement. Service connections between such underground electric distribution system and houses/buildings or other structures to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

RECORDED RIGHT OF WAY NO. 32322

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 3,385.00 : This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

3. In regard to any amount identified as "Refundable Line Extension Advance" in said "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", the Company will refund to the Developer in accordance with the "Schedule of Refunds", Attachment C, which is attached hereto and made a part hereof. No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12-month period commencing on the first day of the month following the first full billing period after which the service was energized, shall be retained permanently by the Company.

4. Without limiting the generality of the last sentence of Paragraph 2 hereof, if said underground electric distribution system or any portion thereof is to be installed during the period beginning December 15, and ending March 31, both inclusive, the Developer shall pay the Company, prior to installation of said system or portion thereof, an additional contribution (winter charge) of \$ 1.00 per trench foot for the portion of the said system installed during the period beginning December 15 and ending March 31, both inclusive, unless the Developer has signed this Agreement and paid the Total Payment Required, Attachment D, prior to November 1.

5. The Developer will provide to the Company, easements six feet (6') in width for the installation of the underground electric distribution system, which will be subsequently platted or provided by a separate easement instrument. Said easements shall include, but not by way of limitation, right of way for streetlighting in the Development by means of underground facilities.

6. The further maintenance of the underground electric distribution system in the proposed easements does not include repair of damage to said system caused by the Developer, its contractors, agents, employees, successors and assignees. If such damage should occur to said system, Developer will reimburse the Company for all costs arising out of any such damage.

7. Developer agrees that community antenna systems or other cable systems will not be installed in the same trench with Company and telephone cables without a separate written agreement.

RECORDED
MICHIGAN PUBLIC SERVICE COMMISSION
32322

8. The Developer shall provide, at no expense to the Company, rough grading (within four inches of finished grade) so that the underground electric distribution system and the streetlighting cables, if any, can be properly installed in relation to the finished grade level. After rough grading, the Developer shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the Development. Developer shall also install and maintain final grade stakes along the route of the trench and at the location of all above grade equipment. Developer agrees that the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility will thereafter be maintained at a level not to exceed four inches above or below the finished grade level established at the time of installation of said underground facilities. Developer further agrees that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company. No later than five days prior to the start of construction that has been scheduled for November 1, 1977, the Developer will deliver to the Company an executed *Certificate of Grade* certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

9. If the Company, in its sole judgment, determines that all of the customers (or their equivalent) upon which the "Company's Share of Cost" (Attachment D) is based, will not be prepared to receive electric service upon the expected date of completion of construction of the underground electric distribution system, the Company may, upon written notice of the Developer, postpone commencement of construction of said system and delay the date electric service will be available to the Developer. Construction of the underground electric distribution system will begin when the Company, in its sole judgment, determines that all of such customers will be prepared to receive electric service on or before the date of the anticipated completion of the construction of the said system. In the event of such postponement by the Company, the Developer may upon five (5) days written notice to the Company, terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.

10. The Company shall not be responsible for any losses or damages incurred by the Developer arising out of the Company's inability to perform its obligations under this Agreement, where such inability arises from an event of Force Majeure. As used in this Agreement, the term Force Majeure shall include, but not be limited to, weather, labor disputes, unavailability of materials, equipment and supplies, strikes, sabotage, acts of the Developer, or any event not within the control of the Company, and which, by the exercise of reasonable diligence, the Company is unable to prevent.

11. This Agreement, all payments and refunds hereunder, and the construction and operation of the underground electric distribution system, shall be subject to such of the Company's Standard Rules and Regulations as may be applicable, including, but without limitation, Rule B-3.3, entitled "Extension of Service" and Rule B-3.4, entitled "Underground Distribution Systems". All changes in the Company's Standard Rules and Regulations occurring subsequent to the date of this Agreement, for purposes of this Agreement, shall be deemed to have occurred prior to the date hereof, shall be applicable to this Agreement and shall supersede the affected terms and provisions hereof.

12. If at any time prior to the commencement of construction of the underground electric distribution system, changes in the Company's Standard Rules and Regulations cause an increase or decrease in "Total Payment Required", Attachment D, Developer agrees to execute an Amendment to this Agreement reflecting such changes and pay all additional charges to the Company prior to the commencement of construction of the system. The Company agrees to refund any decreases to the Developer. Upon the request of the Developer to execute such Amendment and pay to the Company the amount

RECORDED RIGHT OF WAY NO. _____

of such increase prior to the commencement of construction of the system, the Company may terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.

13. Any assignment of this Agreement other than an assignment of the right to receive refund of the Advance pursuant to Paragraph 3 hereof, in whole or in part, by operation of law or otherwise, without the prior written consent of the Company, shall be void.

14. All notices required hereunder shall be in writing. Notices to the Company shall be sent by United States mail or delivered in person to:

**THE DETROIT EDISON COMPANY
ATTENTION: DIVISION MANAGER**

30400 Telegraph Road

Birmingham, Michigan, 48010

Notices to the Developer shall be sent by United States mail or delivered in person to:

P.M.F. Associates

Suite 1840

3000 Town Center

Southfield, Michigan 48075

Either party may at any time change the title or address to which notices to it are to be mailed or delivered by giving written notice of such change to the other party.

15. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof, and constitutes the sole and entire agreement between the parties hereto.

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

THE DETROIT EDISON COMPANY

By Leonard P. Lucas
Leonard P. Lucas

Its Director, Service Planning

DEVELOPER P.M.F. Associates

By Keith Pomeroy
KEITH POMEROY

Its GENERAL PARTNER

RECORDED RIGHT OF FAX NO. 39322

ATTACHMENT C

SCHEDULE OF REFUNDS

- (1) The Company will refund to the Developer the sum of \$500.00 for each additional residential customer(s) and two times the actual annual revenue of other customers directly connected to the extension whether by secondary voltage lines or limited purpose primary voltage lines.* Refunds will not be made until the original customer or their equivalent are actually connected to the extension.
- (2) Refunds under part 1 of this Attachment C shall be made without interest for a five-year period which begins the first day of the month subsequent to the first full billing period after the date the service is energized. The Company shall have no further obligation to refund any remaining portion of the advance. Any unrefunded advance will be considered a permanent contribution in aid of construction. The total amount refunded cannot exceed the amount of the advance under any conditions.

*A limited purpose primary line is a lateral extension of not more than 250' on the customers property connected to a financed line extension and is installed to serve an individual customer or group of customers from a single transformer installation.

COMPUTATION OF NON-REFUNDABLE CONTRIBUTION

(a) Single Home Subdivisions

_____ front lot feet x \$1.75 per front lot foot = \$ -0-

(b) Mobile Home Parks, Condominiums and Apartment House Complexes

1,150 trench feet x \$1.90 per trench foot = \$ 2,185.00

300 KVA of installed transformer capacity x \$4.00 = \$ 1,200.00

(c) As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to

\$ -0-

(d) Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of

\$ -0-

TOTAL \$ 3,285.00

RECORDED FIRST OF FEBRUARY 1981

ATTACHMENT D

AGREEMENT NUMBER C477J482

COMPUTATION OF UNDERGROUND ELECTRIC DISTRIBUTION LINE EXTENSION
ADVANCE AND CONTRIBUTION FOR RESIDENTIAL DEVELOPMENTS

Estimated Direct Construction Cost	\$ <u>3,950.00</u>
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost	\$ <u>48,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance	\$ <u>-0-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>3,385.00</u>
TOTAL PAYMENT REQUIRED	\$ <u>3,385.00</u>

RECORDED RIGHT OF WAY NO. 32322



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

DATE: October 7, 1977

P.M.F. Associates

3000 Town Center - Suite 1840

Southfield, Michigan 48075

RE: Hidden Oaks Apartments

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. F. Baum J.
Service Planner

JB:dp

10-8-77
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-63795 for this development is in my/our possession and will be used for this purpose.

P.M.F. ASSOCIATES
Name [Signature]
Title Service Planner
Name _____
Title _____
Date _____

RECORDED HIGHWAY DIV. NO. 33332

**Detroit
Edison**

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

August 22, 1977

P.M.F. ASSOCIATES
3000 Town Center, Suite 1840
Southfield, Michigan 48075

Gentlemen:

Re: HIDDEN OAKS APTS.


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

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

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

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010, Att: Omer V. Racine, Room 272.

Sincerely,



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

OVR/lr
Enclosures

RECORDING PROGRAM ON WAY NO.

393332

NUMBER FM-114484

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

CHICAGO, ILLINOIS 60602

CHICAGO TITLE INSURANCE COMPANY

1 NORTHLAND PLAZA SOUTHFIELD, MICHIGAN 48075 (313) 569-0660

CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon satisfactory compliance with the requirements herein set forth and upon payment of the prescribed premium. If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject property which may arise after the date hereof and which have not been eliminated to our satisfaction. All policies are subject to the printed conditions contained in the policy form. Owners' and Loan Policies With Exceptions will be issued with general exceptions as shown on the reverse side hereof.

FORM OF POLICY TO BE ISSUED

ALTA OWNER'S POLICY
FORM B-1970 (AMENDED 10-17-70)
\$2,100,000.00

ALTA LOAN POLICY
FORM B-1970 (AMENDED 10-17-70)
WITHOUT EXCEPTIONS
\$ 1,875,000.00

ALTA LOAN POLICY
FORM B-1970 (AMENDED 10-17-70)
WITH EXCEPTIONS
\$

PARTY TO BE INSURED

OWNERS: P.M.F. Associates, a Michigan Limited Partnership.
MORTGAGE: Citizens Mortgage Corporation, a Delaware Corporation.

DESCRIPTION OF REAL ESTATE

Situated in City of Southfield, Oakland County, Michigan

SEE ATTACHED RIDER FOR
LEGAL DESCRIPTION.

Item Numbers: 24-24-226-004
24-24-226-012

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES AND REQUIREMENTS
FOR ISSUANCE OF POLICY

1. Owner: P.M.F. Associates, a Michigan Limited Partnership.
REQUIREMENT: NONE. ABOVE TO BE SHOWN IN FINAL POLICY.
2. REQUIREMENT: RECORD MORTGAGE FOR SUM OF \$1,875,000.00, TO BE EXECUTED BY P.M.F. ASSOCIATES, A MICHIGAN LIMITED PARTNERSHIP TO CITIZENS MORTGAGE CORPORATION, A DELAWARE CORPORATION.
3. Mortgage for the sum of \$200,000.00, executed by Michael J. Michael and Rose Anne Michael, his wife and James F. Finn and Barbara A. Finn, his wife to Rigging Industries Supplemental Pension Fund dated September 6, 1972 and recorded September 12, 1972 in Liber 5942, on Page 849 Register No. 72-79529, Oakland County Records.
REQUIREMENT: RECORD SATISFACTORY DISCHARGE OF THE ABOVE MORTGAGE OR SAME TO BE SHOWN ON FINAL POLICY.

Countersigned: James J. Hall
Authorized Signatory

Dated at Pontiac, Michigan,
July 15, 1977 at 8:00 A.M.
BXX

This Commitment is valid and binding for a period of 90 days from the date hereof.

Examined by Lou Kulikauskas

CHICAGO TITLE INSURANCE COMPANY
(SEE OVER)



By: Alvin W. Long
President.

ATTEST:
Chester C. McCullough
Secretary.

RECORDED RIGHT OF WAY NO. 323222

4. Mortgage for the sum of \$172,000.00, executed by Michael J. Michael and Rose Anne Michael, his wife and James F. Finn and Barbara A. Finn, his wife to Oakland National Bank, a National Banking Association dated September 6, 1972 and recorded September 12, 1972 in Liber 5942, on Page 854, Register No. 72-79530, Oakland County Records.

REQUIREMENT: RECORD SATISFACTORY DISCHARGE OF THE ABOVE MORTGAGE OR SAME TO BE SHOWN ON FINAL POLICY.

5. Subordination Agreement executed by and between Oakland National Bank, a National Banking Association and Rigging Industries Supplemental Pension Fund dated September 6, 1972 recorded September 12, 1972 in Liber 5942 Page 835 Register No. 72-79523.

REQUIREMENT: NONE. ABOVE TO BE DELETED UPON COMPLIANCE WITH REQUIREMENT #3.

6. Mortgage for the sum of \$1,875,000.00, executed by P.M.F. Associates, a Michigan Limited Partnership to Citizens Mortgage Corporation, a Delaware Corporation dated June 16, 1977 and recorded June 16, 1977 in Liber 6930, on Page 855 Register No. 77-52109, Oakland County Records.

REQUIREMENT: RECORD SATISFACTORY DISCHARGE OF THE ABOVE MORTGAGE OR SAME TO BE SHOWN ON FINAL POLICY.

CONTINUED

REQUIREMENTS FOR ISSUANCE OF LOAN POLICIES:

FOR ALL LOAN POLICIES:

Requirement: Estoppel certificate on form provided by this company signed by or on behalf of all mortgagors acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

FOR ALTA LOAN POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements and waivers showing payment or release of all lien rights covering improvements made on subject land in the last 90 days or satisfactory proof that no improvements have been made within the last 90 days.

Requirement: Satisfactory survey by an approved surveyor showing no variation in location or dimensions, encroachments, or adverse rights, and such evidence of possession as may be required.

PROVISIONS APPLICABLE TO ALL COMMITMENTS:

This Commitment is delivered and accepted upon the understanding that the party to be insured has no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting subject property other than those set forth herein and in the title insurance application. Failure to disclose such information shall render this Commitment and any policy issued pursuant thereto, null and void as to such defect, objection, lien or encumbrance.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company: defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

GENERAL EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

Owners' Policies:

- (1) Rights or claims of parties in possession not shown by the public record.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be discovered by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploitation rights.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.
- (6) Restrictions upon the use of the premises not appearing in the chain of title.

Loan Policies With Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be discovered by an accurate survey and inspection of the premises.
- (3) Any lien, or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

PROPERTY RIGHTS OF THE CO.

393332

Attached to and made part of Commitment No. FM-114484

7. 1977 City Taxes assessed as:

Item No. 24-24-226-027: Paid \$2,568.72.
Item No. 24-24-226-028: Due \$3,074.53.

1976 County Taxes:

Item No. (004) Paid \$586.92.
Item No. (012) Paid \$11,692.03.
No Special Assessments.

REQUIREMENT: PAYMENT OF ABOVE TAXES, PLUS PENALTIES AND INTEREST, IF ANY, OR SAME TO BE SHOWN ON FINAL POLICY.

8. Inchoate dower rights of the wives of James F. Finn and Michael J. Michael, grantors in Quit Claim Deed to the titleholders shown above, dated May 25, 1977 and recorded June 16, 1977 in Liber 6931 Page 54 Register No. 77-52167. Said deed recites that James F. Finn and Michael J. Michael were married men, but the wives did not join in the execution of said deed.

REQUIREMENT: RECORD DEED FROM THE WIVES OF JAMES F. FINN AND MICHAEL J. MICHAEL TO P.M.F. ASSOCIATES, A MICHIGAN LIMITED PARTNERSHIP. SAID DEED MUST RECITE THAT IT IS GIVEN FOR THE SPECIFIC PURPOSE OF BARRING DOWER.

9. Terms and Conditions of Consent Judgment being Oakland County Circuit File No. 73-103650 dated July 3, 1974 recorded July 17, 1974 in Liber 6327 Page 467 Register No. 74-52650.

REQUIREMENT: NONE. ABOVE TO BE SHOWN IN FINAL POLICY.

10. Notice of Lis Pendens recorded October 23, 1974 in Liber 6383 Page 520 Register No. 74-81492. Notice is hereby given that an Action of Foreclosure of a Mortgage recorded in Liber 5942 Page 849 is Pending being Oakland County Circuit Court File No. 74-117459. Rigging Industries Supplemental Pension Fund, plaintiff versus Michael J. Michael and Rose Anne Michael, his wife, and others.

REQUIREMENT: RECORD PROPER RELEASE OF ABOVE LIS PENDENS AND PROPER DISMISSAL OF ABOVE CAPTIONED SUIT.

11. Subject to the interest of Oakland National Bank, assignee of Purchasers interest in land contract in a Land Contract between Allan B. Schmier and Deborah Schmier, his wife, and Michael F. Radner, a single man, as sellers, and Michael J. Michael and James F. Finn, as purchasers, dated March 29, 1969 as disclosed in purchaser's assignment of Land Contract dated April 8, 1971 and recorded in liber 5644, page 502, Oakland County Records. Said assignment was given for security purposes.

Said Security Interest has been subordinated to the mortgage in liber 5942, page 849 by Subordination Agreement dated September 6, 1972 and recorded September 12, 1972 in liber 5942, page 835.

REQUIREMENT: CONVEY ABOVE INTEREST INTO THE CHAIN OF TITLE OR SAME TO BE SHOWN ON FINAL POLICY.

12. Easement executed by J. Shapiro and Son, a Co-partnership to the Southeastern Oakland County Water Authority dated May 28, 1954 recorded June 23, 1954 in Liber 3158, Page 9. The Grantors hereby grant unto the Grantee full and free right and authority to construct, install, complete and maintain a 36-inch transmission water main under and across the land of the Grantors, upon the express condition that the said water main shall be constructed and maintained so that the top thereof shall be below the surface of the ground to a depth of at least 5 feet below the pavement grade and that the surface of the Grantor's land shall not be left damaged or in any way obstructed so as to prevent ingress to or egress from or the full use of the surface of the Grantor's land, the location thereof being described as follows:

CONTINUED

RECORDED FROM OF 1974 NO

Attached to and made part of Commitment No. FM-114484

The westerly 10 feet of the easterly 43 feet of the following described parcel: South 10 acres of the north 20 acres of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 1 North, Range 10 East, also the East 100 feet of the West 500 feet of the North 10 Acres of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24.

The intent of this description is to define an easement 10 feet wide along the front of the Grantor's property on the westerly side of Greenfield Road, running parallel to and abutting the presently known westerly line of Greenfield Road as laid out to a westerly one-half width of 33 feet.

REQUIREMENT: NONE. ABOVE TO BE SHOWN IN FINAL POLICY.

13. Right of Way granted by Harry Shapiro and Esther Shapiro, his wife and Michael F. Radner to the Lilly Drain Drainage District as recorded October 12, 1967 in Liber 5101 Pages 5 and 6 and Liber 5101, Pages 9 and 10 for the right to construct, operate, maintain, repair and/or replace a portion of the Lilly Drain across and through the following described parcel of land situated in the City of Southfield, Oakland County, Michigan, to-wit:

The South $\frac{1}{2}$ of North $\frac{1}{2}$ of Northeast $\frac{1}{2}$ of Northeast $\frac{1}{2}$ of Section 24, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan.

A Permanent Easement Described as Follows:

The Easterly 70 feet of the parcel.

A Temporary Easement Described as Follows:

The westerly 15 feet of the easterly 85 feet of the parcel.

The Parties of the First Part herewith agree not to build or convey to others permission to build any permanent structures on the above described permanent easement.

Upon completion of construction, said temporary easement becomes null and void
REQUIREMENT: NONE. ABOVE TO BE SHOWN IN FINAL POLICY.

14. Easement granted to the City of Southfield, dated November 15, 1967 recorded April 1, 1967 in Liber 5489, Page 355 for the right to construct, operate, maintain, repair and/or replace a combined sewer over and across the South 27 feet of the North 60 feet of parcel CU-346F being that part of Section 24, Town 1 North, Range 10 East, City of Southfield, described as the East 100 feet of the West 500 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$.

REQUIREMENT: NONE. ABOVE TO BE SHOWN IN FINAL POLICY.

15. Storm sewer located in the Northerly and Easterly part of the insured parcel being 12 inches wide as shown on Survey prepared by Basney and Smith, Incorporated, dated September 9, 1976, Job #71-12-174.

REQUIREMENT: NONE. ABOVE TO BE SHOWN IN FINAL POLICY.

16. Water Main located in the Easterly part of the insured parcel 36 inches and 12 inches wide shown on Survey prepared by Basney and Smith, Incorporated, dated September 9, 1976, Job #71-12-174.

REQUIREMENT: NONE. ABOVE TO BE SHOWN IN FINAL POLICY.

17. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

REQUIREMENT: NONE. ABOVE TO BE SHOWN IN FINAL POLICY.

18. The final policy, when issued, will contain the following endorsement:

CONTINUED

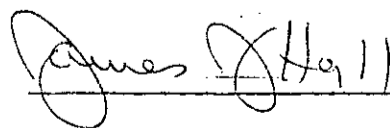
RECORDED FIRST OF WAY NO. 393333

Attached to and made part of Commitment No. FM-114484

Anything herein contained to the contrary notwithstanding, the liability of the Company extends only to \$ _____, the aggregate of amounts actually disbursed at the date hereof under the terms of the Mortgage set forth in Schedule A-4. Any disbursement made subsequent to the date hereof shall be made only with approval in writing by the Company in the form of an endorsement to the policy.

It is further understood and agreed that this policy does not insure against: the possibility of mechanic's liens relating to labor and materials furnished subsequent to the general contractor's sworn statement, dated _____ and submitted in connection with this disbursement, nor for work not shown on the sworn contractor's statement dated _____ and of mechanics or materialmen claiming by, through or under them, to the extent, if any, that the amounts shown in said statement as being unpaid relate to work, labor and material actually in place on said land on the date covered by said statement; rights of mechanics or materialmen who are not named on the Contractor's statement dated _____ and of mechanics or materialmen claiming by, through or under them, to the extent, if any, that said mechanics or materialmen have furnished labor or materials actually in place on said land on the date covered by said statement.

RECORDED RIGHT OF WAY NO. 39392



AUTHORIZED SIGNATORY

MEMORANDUM ADDRESS

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

TO JOHN BAUM

DATE 9-12-77 TIME _____

Re: Underground Service - HIDDEN OAKS APTS

Agreement and Easements obtained - OK to proceed with construction.

COPIES TO:

File ✓

SIGNED

Omer V. Racine

REPORT

JOHN BAUM Service Planner

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

DATE RETURNED _____

TIME _____

SIGNED _____

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

RE & RW USE DATE REC'D 8-18 DE-BELL NO. OE 7-71

TO: Jim Robertson
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

Application No. _____

DISTRICT OAKLAND

Date 8-12-77

We have included the following necessary material and information:

MATERIAL:

A. Subdivision

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

or

B. Other than subdivision

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

INFORMATION:

1. Project name HIDDEN OAKS APTS County OAKLAND

City/Township/Village Southfield Section No. _____

Type of Development

Subdivision Mobile Home Park

Apartment Complex Other

2. Name of Owner P.M.F. ASSOCIATES Phone No. 358 0555

Address 3000 TOWN CENTER, SUITE 1840 SFD MI 48075

Owner's Representative Bob HOEFT Phone No. 358 0555

3. Date Service is Wanted NOV-7-1977

- 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

b. Other utility engineer names, addresses, phone numbers: TMBT ENG. EARL RODERICK

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

Lot No. _____

8. Additional information or comments: _____

NOTE: Trenching letter attached will be submitted later.

Signed Ray Bokan
SERVICE PLANNING DEPARTMENT

Address _____ Phone _____

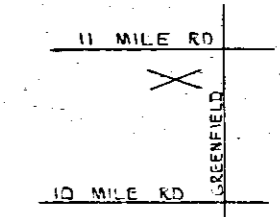
RECORDED FIRST OF WAY NO. 32322

LIDER 7453 PAGE 450

LIDER 7453 PAGE 460

LIBER 7453 PAGE 461

LOCATION SKETCH
U. G. MAP SEC. NOS. 5FD-63-2



TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. STK. NO.
H1381-1	50 KVA	
H1381-2	100 KVA	
H1404-1	100 KVA	
H1404-2	50 KVA	

TRANSFORMER SPECS. 1-52-370E+1-17-261
 PEDESTAL SPEC.-R13
 NO. OF PEDESTALS 0

- CODE -
- ⊙ TEMPORARY SECONDARY PEDESTAL
 - ⊠ DFT (DEAD FRONT TYPE)
 - ⊡ UDT (NON-SWITCHING-LIVE FRONT TYPE)
 - ⊢ UDT (SWITCHING-LIVE FRONT TYPE)
 - ➔ DIRECTION OF TRANSFORMER DOOR OPENING
 - SECONDARY PEDESTAL
 - △ SECONDARY TERMINAL
 - ⊙ CABLE POLE
 - PRIMARY SWITCH CABINET
 - BURIED PRIMARY CABLE-ALL VOLTAGES
 - BURIED SECONDARY CABLE
 - BURIED SECONDARY SERVICE CABLE
 - DETROIT EDISON TRENCH ONLY
 - TELEPHONE TRENCH ONLY
 - SEWER
 - WATER
 - GAS
 - PROPOSED CONDUIT

CABLE SUMMARY

NOTES: ALL SERVICE 350A UNLESS NOTED.

ITEM#	DESCRIPTION	QUANTITY	FEET
AP2PEC X 1	132 KV	713-3002	4520' 1335'
AP2300M & 1-4/0	600 V.	713-0537	520' 480'
AP22/0 & 1-#1	600 V.	713-0614	150' 170'

TRENCH SUMMARY

JOINT USE	378' 572'
D. E. ONLY	665' 526'
TEL. ONLY	0' 201'
TOTAL	1,044' 1249'
SERVICE TRENCH	200' 276'
SITE SUPT.	BOB HOEFT
PHONE NO.	569-6812

- GENERAL NOTES -

TRENCHING TO BE DONE BY DE CO
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
 SEE DRAWING UI-2369 FOR TRANS. MAT. DETAILS.
 SEE PAGE 3-11 (S.I.M.) DETAIL "D" FOR ENTRANCE POINT DETAILS (APTS. ONLY).
 SEE DRAWING UI-4263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUBS. ONLY).
 D.E. SERVICE PLANNER: JOHN BAUM-645-4112
 TEL. CO. EASL BODEBUCK-5129

CONTACT "MISS DIG" (847-344) BEFORE DOING ANY EXCAVATION.
 EASEMENTS INDICATED BY OUR CENTERLINES ARE (8') SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED
 CITY OF SOUTHFIELD

EASEMENT LOCATIONS

Easements are located where the following symbols are shown. All easements are eight feet wide, unless otherwise noted.

- Buried Primary Cable
- Buried Secondary Cable
- Buried Secondary Service Cable
- Telephone Trench Only
- Gas
- Proposed Conduit

NOTICE

Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIG on 800-482-7172 as required by Public Act 53 of 1974 before doing any power excavating.

GROUND RIGHTS OF VIEW NO. 34322

START DATE
 11-1-77

NO.	REVISION	DATE	BY	CHECKED BY	APPROVED BY
D	REVISION				
C	REVISION				
B	REVISION				
A	REVISION				

REFERENCE: AS INSTALLED IN FIELD

NAME	DATE	JOB TITLE
ROEMAN	8-25-77	
J. BAUM	10-4-77	
J. BAUM	10-4-77	

THE DETROIT EDISON COMPANY
 SERVICE PLANNING DEPARTMENT

HIDDEN OAKS APARTMENTS
 NE 1/4 OF SEC 24, TIN RIDE
 CITY OF SOUTHFIELD

SCALE: 1" = 50'
 NUMBER OF UNITS: 96
 WORK ORDER NUMBER: 36784J 973
 LATEST REVISION: 2847 PATTON ~13.2 KV

DEPT. ORDER NUMBER: 77A-63795
 SHEET 1 OF 1 SHEETS

RECORDED RIGHT OF WAY NO. 302322

R 32322