Maîtrott **APARTMENTS**  LIBER 7474 PAGE 253

AGREEMENT - EASEMENT - RESTRICTIONS

79

77406

This instrument made this 8th day of MANCH , 19<u>79</u>, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

### WITNESSETH:

	WHEREAS,	Owners are	erecting	apartments	known as	s <u>Maitrott</u>	
Apartments		, on la	nd in the_	City		of Farming	
County of	Oakland	, State	of Michig	an, as desc	cribed in	n Appendix	"A",
attached her	eto and made	a part he	reof, and	EDISON and	BELL wi	ll install	their
electric and	l communicati	ion facilit	ies underg	round excep	t neces	sary 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, rearragement 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:

CLERK-RECISTER OF DEEDS

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

O7 & Nd "This easement is recorded for purposes of showing the planned "as installed "centerlines of easements granted as shown on drawing attached PEGISTER OF DEEDS RECTOR OVER THE MICHIGATION OF THE PROPERTY OF THE PROPERTY

(Rtn on bk page)

RECORDED RIGHT Ş

# RECONDED RIGHT OF WAY

# LIBER 7570 PAGE 329

- Owners will place survey stakes indicating building plot lines and property lines before trenching.
- No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- 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.

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:

HANSEN

THE DETROIT EDISON COMPANY

IRENE C. KATA ASST. SECRETARY

michigan bell telephone company

Staff Supervisor, Right

(authorized signature)

-2-

DE FORM LE 11 11-71 CS

LIBER 7474 PAGE 253

STATE OF MICHIGAN )		- IT IT NOT LOO
COUNTY OF WAYNE ) SS	7570 page 330	·
On this <u>15th</u> da	y of March	,19 79, before me the
subscriber, a Notary Public i	n and for said County	, appeared Robert R. Tewksbury
Director	, Real Estate &	wn, who being by me duly aworn
did say they are the Rights o		
of the detroit edison company	, a corporation organ	ized and existing concurrently
under the laws of Michigan an	d New York, and that	the seal affixed to said instru-
ment is the corporate seal of	said corporation, an	d that said instrument was signed
in behalf of said corporation	, by authority of its	Board of Directors, and
Robert R. Tewksbury an	d Irene C. Kata	acknowledged said
instrument to be the free act	and deed of said cor	poration.
BETTY M.		ty M. Hansen
My Commission Expires:	land County, Mich.  Acting i	lic, Wayne County, Michigan in the County of Wayne)
STATE OF MICHIGAN ) SS. COUNTY OF OAKLAAD)		
On this day of a Notary Public in and for sa	•	1979, before me the subscriber,
to me personally known, who b	eing by me duly sworn	did say that he is STAFF
SUPERVISOR =	uthorized by and for	MICHIGAN BELL TELEPHONE COMPANY
a Michigan corporation, and t	hat said instrument w	as signed in behalf of said
corporation, by authority of	its Board of Director	s, and AMORIO MARINELLY
acknowledged said instrument	to be the free act an	d deed of said corporation.
	Notary Publi. J. DOUGLAS ROY Riotary Public, Wayne County, 1	4

My Commission Expires:

LIBER 7570 PAGE 331

LIBER 7454 PAGE 254

	7	Betw	Rae	Sherry	
Betty	Rae	Sherman		,	<i>,</i>

Richard S. Rosin

Marlene R. Truesdell

Susan Rosen

Susan Rosin

Pohert M Rogin

Suzanne Rosin

31313 Northwestern, Suite 103 Farmington Hills, Michigan 48018

STATE OF MICHIGAN

ss:

COUNTY OF OAKLAND

Personally came before me this 8th day of March 1979, the above named Richard S. Rosin and Susan Rosin, his wife, and Robert M. Rosin and Suzanne Rosin, his wife, to me known to be the persons who executed the foregoing instrument and acknowled that they executed the same as their free act and deed.

Notary Public Oakland County, Michigan S

My Commission Expires: 6/9/82

### APPENDIX "A"

Land in the City of Southfield, County of Oakland, State of Michigan described as: Part of the Northeast one-quarter of Section 18, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as: All of Lot 13, Supervisor's Plat No. 14, as recorded in Liber 54, Page 35 of Plats, Oakland County Records; also Lot 37, Supervisors Plat No. 2, as recorded in Liber 52, Page 50A, Oakland County Records, except the following: Beginning at the Southeast corner of said Lot 37; thence West along the South line of Lot 37, 152.64 feet to the Southwest corner of said lot; thence North along the West line of Lot 37, 135.88 feet; thence Northeasterly, 27.07 feet to the East line of Lot 37; thence Southeasterly along the East line, 203.65 feet to the point of beginning, also Lot 12, Supervisor's Plat No. 4, as recorded in Liber 52, Page 44 of Plats, Oakland County Records, except the following described portion; Commencing at the Southeast corner of said Lot 12; thence North 0 degrees 10 minutes 30 seconds West, along the East line of said Lot 12; thence North 0 degrees 10 minutes 30 minutes 30 minutes 40 seconds East, a distance of 143.86 feet to the point of beginning; thence South 84 degrees, 26 minutes 10 seconds West, a distance of 149.02 feet; thence North 44 degrees 32 minutes 40 seconds East, a distance of 210.93 feet; thence South 0 degrees 10 minutes 30 seconds East, along the East line of said Lot 12, a distance of 135.88 feet to the point of beginning; also all of Lots 13 to 18, inclusive and the North one-half of Lot 19, Supervisor's Plat No. 4, as recorded in Liber 52, Page 44 of Plats, Oakland County Records.

PREPARED BY:
Omer V. Racine
The Detroit Edison Company
30400 Telegraph Road
Birmingham, Michigan 48010

Things when it is made

3240 Tille 5 341 10 12427

MEMORANDUM ORDER POR GENERAL UBE 91 FORB BS 77 12-85	TO LAWRENCE POPP	DATE 3-12 79 TIME
	te: Underground Service - MAITRO	IT APARTMENTS
	Agreement and Essements obtained - OK	to proceed with construction.
COMESTO FIL	<i>E</i>	Omer V. Racins, Representative Real Estate, Rights of Way & Clair 272 Oakland Division Headquarters
DATE RETURNED	TIMESIGN	



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

Mr. Robert M. Rosin Rosin and Rosin 31313 Northwestern, Suite 103 Farmington Hills, Michigan 48018

Re :	Maitrott	Apartment	ts					
We are	enclosing	herewith a	fully ex	kecuted	copy of	the agr	eement	
dated _	March 8	1979		for the	undergr	ound ele	ectric a	and
commun	ication ser	vice for th	he above	named p	roject.			

Sincerely,

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

OVR/Is Enclosures

Gentlemen:

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

Phone 645-4378

March 2, 1979

Mr. Robert M. Rosin
Rosin and Rosin
31313 Northwestern, Suite 103
Farmington Hills, Michigan 48018
Gentlemen:

Re: Maitrott Apartments

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/ls Enclosures

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

AGREEMENT, made this 29 day of Mar	ch , 19 <u>79</u> , between The
Detroit Edison Company, hereinafter called the "Compa	ny" and <u>Richard &amp; Robert Ros</u> €n,
of 31313 Northwestern, Suite 103, Farmington H	ills. Michigan
hereinafter called the "Developer".	
whereas, the Developer desires the Com	pany to furnish a 120/208 & 129/240  _lots/buildings numbered
· · · · · · · · · · · · · · · · · · ·	in the development known as
28405 - 28525 Franklin Road	— in the development known as
Rosen Bros. Apartments	Paper
(hereinafter called the "Development") located in Town	County Michigan If
Section 18 Southfield, Oakland not already so recorded, the plat of said Development	County, Michigan. 11
not already so recorded, the plat of said Development	shall be recorded by the Developer
in the Office of the Register of Deeds of Oaklan	d County,
Michigan. The approximate location of said undergro	und electric distribution system is
shown on the Company's Department Order Drawing	77A_6/661
dated March 12, 1979, a copy of	which drawing is attached hereto
and made a part hereof as Attachment A.	-
and made a part not out as treatment to	

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:

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 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.

- Upon the execution of this Agreement, the Developer will pay to the Company \$ 11,027.00 . 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 Said "Total Payment" includes a nonrefundable under its line extension policy. 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 \$\frac{1.00}{0.000}\$ 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.

- 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 , the Developer will deliver to the Company scheduled for April 18, 1979 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.
- 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.
- tion 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.
- ground 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 failure of the Developer to execute such Amendment and pay to the Company the amount

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.

- Any assignment of this Agreement other than an assignment of the right 13. 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.
- 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:

Richard & Robert Ros∉n 31313 Northwestern - Suite 103 Farmington Hills, Michigan 48018

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.

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

Leonard P. Lucas

Its Director, Service Planning

DEVELOPER Richard & Robert Rosen

Richard Rosen

Its Owners

### 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

front lot feet x \$1.75 per front lot foot =	\$_	-0-
Mobile Home Parks, Condominiums and Apartment House Complexes		
3,067 trench feet x \$1.90 per trench foot =	\$_	5,827.00
1,300 KVA of installed transformer capacity x \$4.00	\$	5,200.00
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-
Company's Judgment, practical difficulties exist. The con-	\$_ \$_	-0-

### ATTACHMENT D

## AGREEMENT NUMBER C179J415

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

Estimated Direct Construction Cost
Minus - Company's Share of Cost
Refundable Line Extension Advance
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)
TOTAL PAYMENT REQUIRED \$ 11.027.00



48018
48018
Id construction date for the above named the conditions of the grade in the area of ork cannot start until this is accomplished ies of the Certificate below. You may file.
Very truly yours,
Service Planner
3.30 - 79
Date

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-64661 for this development is in my/our possession and will be used for this purpose.

> Name Title Name Title

Date

DE FORM PL 110 9-74 CS

### AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B-1970 (Amended 10-17-70)

23 032 04 47171

# CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, 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; or
- 4. Unmarketability of such title.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

President.

THE PHILIP F. GRECO TITLE COMPANY

118 Cass Avenue

Issued by:

Mt. Clemens, Michigan 48043

(313) 463-1582

ATTEST:

Secretary.

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser estate described herein may be insured against defects, liens or

### **ENDORSEMENT**

Attached to and forming a part of

No. <u>63-55816</u>

Issued by CHICAGO TITLE INSURANCE COMPANY

ITEM NO. 8 IS HEREBY ADDED TO ABOVE CAPTIONED POLICY:

SPECIAL ASSESSMENTS AND

TAXES ARE PAID IN FULL AS TO

PARCEL IDENTIFICATION NO. 24-18-277-043, Parcel 1;

Parcel Identification No. 24 18-277-006, Parcel 2;

Parcel Identification No. 24-18-277-009, Parcel 3;

Parcel Identification No. 24-18-277-010, Parcel 4;

Parcel Identification No. 24-18-277-011, Parcel 5;

Parcel Identification No. 24-18-277-012, Parcel 6;

Parcel Identification No. 24-18-277-013, Parcel 7; Parcel Identification No. 24-18-277-014, Parcel 8 (Lot 18) &

Parcel Identification No. 24-18-277-015, Parcel 8 (north 1/2 of Lot 19);

Parcel Identification No. 24-18-277-022, Parcel 9.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

DATED: May 30, 1978

jh

CHICAGO TITLE INSURANCE COMPANY

ATTEST:

Note: This endorsement shall not be valid or binding until countersigned by an authorized

RECORDED RIGHT OF WAY NO

President.

### SCHEDULE A

Number

**Date of Policy** 

Amount of Insurance

63-55816

May 3, 1978 at 8 a.m.

\$423,000.00

1. Name of Insured:

ROBERT M. ROSIN AND RICHARD S. ROSIN

- 2. The estate or interest in the land described herein and which is covered by this policy is:

  Fee simple (See Rider B)
- 3. The estate or interest referred to herein is at Date of Policy vested in the increase Item No. 2.
- 4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

(See Rider C for Mortgages)

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

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

(SEE ATTACHED RIDERS A FOR DESCRIPTION OF REAL ESTATE)

ال,

Land in the City of Southfield, County of Oakland, State of Michigan, described as:

The North 52.01 feet of Lot 13 of Supervisor's Plat No. 14, being a replat of Lot 51 of Supervisor's Plat No. 2, being part of Southeast 1/4 of Northeast 1/4 of Section 18, Town 1 North, Range 10 East, Township of Southfield, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 54 of Plats, Page 35, Oakland County Records being more particularly described as beginning at the Northeast corner of said Lot 13, thence South 89 degrees 19 minutes 10 seconds West 152.64 feet; thence South O degrees 10 minutes 30 seconds East 52.01 feet to a point; thence North 89 degrees 19 minutes 10 seconds East to a point on the per Southwesterly line of Franklin Road; thence Northwesterly along said Southwesterly line of Franklin Road to the point of beginning. Also part of Lot 12 of Supervisor's Plat No. 4, in Southfield Township, being a part of West 1/2 of Northeast 1/4 of Section 18, Town 1 North, Range 10 East, Southfield Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 52 of Plats, Page 44, Oakland County Records, more fully described as beginning at the Southeast corner of said Lot No. 12, thence due West along South line of said Lot No. 12 a distance of 276.06 feet; thence North 44 degrees 32 minutes 40 seconds East a distance of 181.57 feet; thence North 84 degrees 26 minutes 10 % seconds East a distance of 149.02 feet; thence South O degrees 10 minutes 30 seconds East along the Easterly line of said Lot No. 12, a distancegof 143:86 feet to the point of beginning.

(Parcel Identification No. 24-18-277-043)

PARCEL 2:
Land in the City of Southfield, Oakland County, Michigan, described

within Lot 12 of Supervisor's Plat No. 4, in Southfield Township, being a part of the west 1/2 of the northeast 1/4 of Section 18, town 1 north, range 10 east, Township of Southfield, Oakland County, Michigan, according to the plat thereof as recorded in liber 52, page 44 of Plats, Oakland County Records. Beginning at a point in the center of Franklin Road, north 89 degrees 56 minutes east 324.90 feet and south 40 degrees 56 minutes 10 seconds east 1447.37 feet from the northwest corner of the northeast 1/4 of Section 18, running thence south 40 degrees 56 minutes 10 seconds east 127.70 feet along the center line of Franklin Road to an iron pin; thence south 45 degrees 25 minutes 46 seconds west 452.50 feet to an iron pin; thence due west 240.50 feet to an iron pin; thence north 49 degrees 03 minutes 50 seconds east 639.23 feet to the point of beginning and containing 1.

Also, Lot 37 of Supervisor's Plat No. 2, except, beginning a the southeast corner, thence west 152.64 feet to the southwest corner, thence north along lot line 135.88 feet, thence north 44 degrees 30 minutes 40 seconds east 27.07 feet, thence south 41 degrees 10 minutes 20 seconds east 203.65 feet to beginning. Also known as 28545 Franklin Road, Supervisor's Plat No. 2 recorded in liber 52; pages 50 and 50A of Plats, Oakland County Records.

(Parcel Identification No. 24-18-277-006)

(SEE ATTACHED RIDER A-2 FOR CONTINUATION OF DESCRIPTION)

\*tached to and forming a part of Policy No. 63-55816.

### RIDER A -2

### PARCEL 3:

Land in the City of Southfield, Oakland County, Michigan, described as: Lot 13, SUPERVISOR'S PLAT NO. 4, according to the plat thereof as recorded in liber 52, page 44 of Plats, Oakland County Records. (Parcel Identification No. 24-18-277-009)

### PARCEL 4:

Land in the City of Southfield, Oakland County, Michigan, described as: Lot 14, SUPERVISOR'S PLAT NO. 4, according to the plat thereof as recorded in liber 52, page 44 of Plats, Oakland County Records. (Parcel Identification No. 24-18-277-010)

### PARCEL 5:

Land in the City of Southfield, Oakland County, Michigan, described as: Lot 15, SUPERVISOR'S PLAT NO. 4, according to the plat thereof as recorded in liber 52, page 44 of Plats, Oakland County Records. (Parcel Identification No. 24-18-277-011)

### PARCEL 6:

Land in the City of Southfield, Oakland County, Michigan, described as: Lot 16, SUPERVISOR'S PLAT NO. 4, according to the plat thereof as recorded in liber 52, page 44 of Plats, Oakland County Records. (Parcel Identification No. 24-18-277-012)

### PARCEL 7:

Land in the City of Southfield, Oakland County, Michigan, described as: Lot 17, SUPERVISOR'S PLAT NO. 4, according to the plat thereof as recorded in liber 52, page 44 of Plats, Oakland County Records. (Parcel Identification No. 24-18-277-013)

### PARCEL 8:

Land in the City of Southfield, Oakland County, Michigan, described as: Lot 18 and the north 1/2 of Lot 19, SUPERVISOR'S PLAT NO. 4, according to the plat thereof as recorded in liber 52, page 44 of Plats, Oakland County Records.

(Parcel Identification No. 24-18-277-014, as to Lot 18) (Parcel Identification No. 24-18-277-015, as to Lot 19)

### PARCEL 9:

Land in the City of Southfield, Oakland County, Michigan, described as:
Lot 13 of Supervisor's Plat No. 14, being a replat of Lot 51 of Supervisor's
Plat No. 2, being a part of the southeast 1/4 of the northeast 1/4 of Section 18,
town 1 north, range 10 east, Michigan, according to the plat thereof as recorded
in liber 54 of Plats, page 35, Oakland County Records; described as beginning at
a point on the west line distant south 0 degrees 10 minutes 30 seconds east 50.01
feet from the northwest corner of said Lot 13; thence south 0 degrees 10 minutes
30 seconds east a distance 243.68 feet; thence north 48 degrees 43 minutes 40
seconds east a distance of 308.75 feet; thence north 41 degrees 10 minutes 20
seconds west a distance of 56.24 feet; thence south 89 degrees 19 minutes 10
seconds west a distance of 195.77 feet to the point of beginning and excepting
that part of said Lot 13 consisting of the northerly 52 feet.

(Parcel Identification No. 24-18-277-022)

### RIDER B

2. FEE SIMPLE IN: Steve Gross and Lydia B. Gross, his wife, as to Parcel 1;

Theodore Ruck and Georgette Ruck, his wife, as to Parcel 2;

Gary J. Abraham and Judy A. Abraham, his wife, as to Parcel 3;

Robert L. Bryan, as to an undivided 1/2 interest AND Ronald Licht Investment Company, a Michigan Co-Partnership, as to an undivided 1/2 interest, as to Parcel 4;

George Adema and Mabel Adema, his wife, as to Parcel 5;

Jimmy Jardack, as to an undivided 1/3 interest AND Robert J. Peterson, as to an undivided 2/3 interest, as to Parcel 6;

Judith S. Greenwald, as to Parcel 7;

Elmer C. Burkland, survivor of himself and Jane E. Burkland, his deceased wife, as to Parcel 8. Evidence of the death of said decedent is recorded in liber 6278, page 318, Oakland County-Records.

Ruth E. Roediger, survivor of herself and Charles J. Roediger, her deceased husband, as to Parcel 9.

Evidence of the death of said decedent is recorded in liber 6094 page 527, Oakland County Records.

### RIDER C

4. Mortgage for \$30,800.00 executed by Gary J. Abraham and Judy A. Abraham, his wife, to Metropolitan Savings Association, dated September 9, 1974 and recorded September 17, 1974 in liber 6363, page 801, Oakland County Records, as to Parcel 3.

Mortgage for \$9,500.00 executed by Theodore Ruck and Georgette Ruck, his wife, to Metropolitan Federal Savings and Loan Association -now known as- Metropolitan Savings Association, dated August 16, 1963 and recorded August 22, 1963 in liber 4468, page 555, Oakland County Records, as to Parcel 2.

### SCHEDULE B

Policy Number	63-55816	
3.	Owners	
Palicy Number	<del></del>	
Zv.	Lann	

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

### **General Expeptions:**

- (I) 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 disclosed 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.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

1. Land Contract interest of Robert M. Rosin and Richard S. Rosin, as disclosed in Memorandum of Land Contracts as follows:

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Liber 7188, page 324, as to Parcel 1;
Liber 7188, page 312, as to Parcel 2;
Liber 7188, page 307, as to Parcel 3;
Liber 7188, page 315, as to Parcel 4;
Liber 7188, page 317, as to Parcel 5;
Liber 7188, page 327, as to Parcel 6;
Liber 7188, page 310, as to Parcel 7;
Liber 7188, page 319, as to Parcel 8; and
Liber 7188, page 321, as to Parcel 9.
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- 2. Right of Way in favor of Michigan Bell Telephone Company as recited in instrument recorded in liber 6927, page 421, Oakland County Records. Said easement being 10 feet in width running in a northerly and southerly direction across north 52.01 feet of Lot 13 of Supervisor's Plat No. 14. The west line of said easement is 43 feet of said parallel to the centerline of Franklin Road as now exists, as to Farcel 1.
- 3. Right of way in favor of the Michigan Bell Telephone Company as recited in instrument recorded in liber 6972, page 701, Oakland County Records. Said easement being 16 feet in width extending in a northwesterly and southeasterly direction across subject property. The west line of said easement being 49 feet west of and parallel to the centerline of Franklin Road as now exists, as to Parcel 2.

(SEE ADDED PAGE FOR CONTINUATION OF SCHEDULE B)

Countersigned

Authorized Signator

Schedule B of this Policy consists of 2 pages.

### (Schedule B continued)

Policy	Number.	63-55816 Owners
Policy	Number-	

- 4. Building and Use Restrictions contained in instruments recorded in liber 1604, page 583 and 585 and in liber 1643, page 227, as to Parcel 1; and in liber 1568, page 221, as to Parcel 5.
- 5. Right of Way to Michigan Bell Telephone Company as recorded in liber 6927, page 420, Oakland County Records. Said easement being 27 feet in width extending in a northerly and southerly direction across subject property, the west line of said easement to be 60 feet west and parallel to the centerline of Franklin Road, as now exists, as to Parcel 9.
- 6. If the estate or interest of the insured in the real estate described in Schedule "A" hereof is created or evidenced by instruments, any one of which at the effective date hereof has not been recorded in the office of the Register of Deeds of the county in which the land is located, there shall be no liability under this policy to the extent that loss or damage arises from the failure to record the instrument or instruments necessary to evidence such estate or interest.

Notwithstanding any other provision of this policy, or the policy issued pursuant thereto, the Philip F. Greco Title Company, and/or Chicago Title Insurance Company, do herein insure that subject property may be used in accordance to the zoning ordinances of the City of Southfield, and further that the herein coverage will be extended and increased to cover the improvements to be constructed th reon.

BYTHE OF WAY NO.

# ATTACHED TO POLICY NO. ISSUED BY

### **CHICAGO TITLE INSURANCE COMPANY**

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

- 1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
- 2. "Adjustment Date" is defined, for the purpose of this Endorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Endorsement is attached, and on each succeeding January 1.
- 3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Endorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
- 4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

PROVIDED, HOWEVER, this endorsement shall be effective only if one of the following conditions exists at Date of Policy:

- a. The land described in this policy is a parcel on which there is only a one-to-four family residential structure, including all improvements on the land related to residential use, in which the Insured Owner resides or intends to reside; or,
- b. The land consists of a residential condominium unit, together with the common elements appurtenant thereto and related to residential use thereof, in which the Insured Owner resides or intends to reside.

This Endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, not does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

CHICAGO TITLE INSURANCE COMPANY

President.

ATTEST

Chester & McCalloys

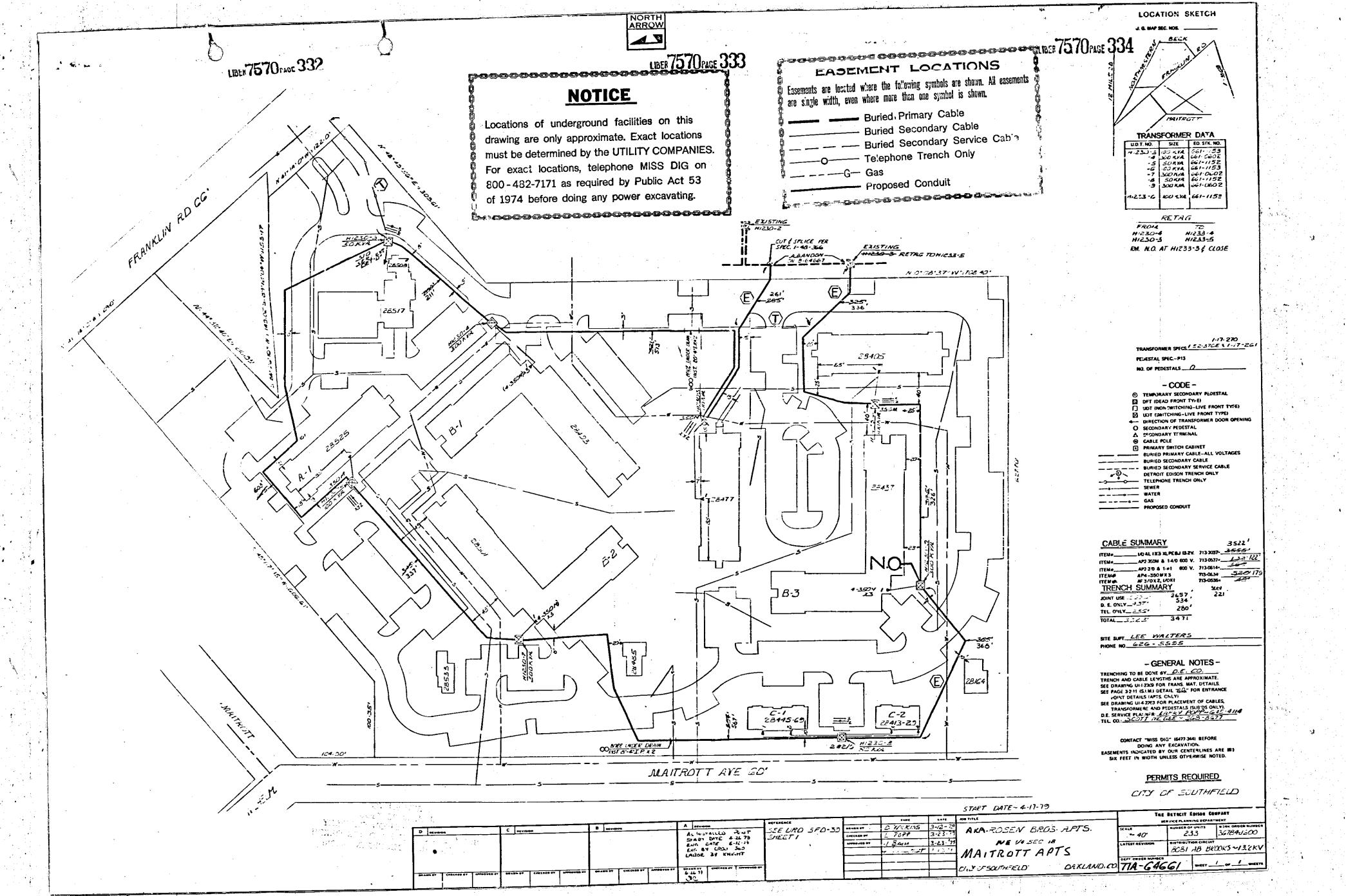
Secretary.

Note: This endorsement shall not be valid or binding until countersigned by an authorized denotory.

Authorized Si

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.

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-	APPLICATION FOR U.R.D. EASEMENTS	PT USE	2-9-79	"DE9-7
	TO: JAMES A. ROBERTSON	Application	No	
	DISTRICT DAKLAND	Date		<del></del>
	We have included the following necessary material and information:			
	MATERIAL:	•	•	
	<ul> <li>A. Subdivision</li> <li>1. Copy of complete final proposed plat, or</li> <li>2. Recorded plat</li> </ul>			
	a. Site plan b. Title information (deed, title committment, contract, or title sec	osch)		
	et .		•	
	<ol> <li>Other than subdivision</li> <li>Property description.</li> <li>Site plan.</li> <li>Title information (deed, title committment, contract with title comm</li> </ol>	nittment, or titl	e search).	
	INFORMATION: MAITROTT		,	-
	1. Project name — ROSEN BROS. APTS.	County	DAKLAND	
	City/Township/VillageSOUTHF/ELD	Section No.	18	<del> </del>
	Type of Development Subdivision	Mobile 1	Home Park	
	Apartment Complex ROSIN	Other	•	
	2. Name of Owner RICHARD + ROBERT ROSEN	Phone No	626-559	<u> </u>
9	Address 31313 NORTHWESTERN SUITE 103	FARHING	TON HILLS	48 18.
	Owner's Representative LEE WALTERS	Phone No	626-559.	<u>5</u>
	3. Date Service is Wanted 4-1-79		8.	RE OF
	4. Entire project will be developed at one time	X YES	□ NO.	AVA .
•	5. Cable poles on property	☐ YES	∑ NO	NO.
	6. Joint easements required	X YES	Г ио	22
	a. Name of other utilities <u>MBT</u>			<u> </u>
	b. Other utility engineer names, addresses, phone numbers: MBT-L. FIELD RD. RM86 OAKPARK 48237	YUN LEE 90	8-5544 260	200 de EN
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		•	
	7. Part of subdivision is fed from overhead service	TYES	Ø NO	
•	Lot No.	<del>-</del> ·	•	
	8. Additional information or comments:	<del></del>	·	
)		<del></del>		<del> </del>
	NOTE: Trenching letter 🛄 attached 🔀 will be submitted lates.	va	0.	, ,
-	Signed Zaure	SERVICE PLANNS	NO FEMATEUT	<del></del> -
	Address 240 C	DHQ	Phone	<u>645-411'</u>



THE DETHON TO THE DETHON TO SOADO TELEGRAPH ROAD, 272 OAKDH BOAD, 272 OAKDH BOAD, 272 OAKDH BIRMINGHAM, MICHIGAN 48010

RECORDED RIGHT OF WAY NO. 32539