

EXCLUSIONS FROM COVERAGE

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

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

SPECIAL PROVISIONS

All clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, if any, shown herein.

Unless otherwise stated, building and use restrictions are not accompanied by a right of reverter.

litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

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

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

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

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its General Office at 1650 West Big Beaver Road, Troy, Michigan 48084.

COPYRIGHT 1970 AMERICAN
LAND TITLE ASSOCIATION

Owner's Policy of Title Insurance

FORDINSON

- 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.

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 Kloss
MARY ANN KLOSS

I. Katherine Hayes
I. KATHERINE HAYES

J. Douglas Roy
J. DOUGLAS ROY

Barbara J. Baker
BARBARA J. BAKER

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

MICHIGAN BELL TELEPHONE COMPANY

By Robert K. Chowhurst
ROBERT K. CHOWHURST
Staff Supervisor, Right of Way
(authorized signature)

RECORDED RIGHT OF WAY NO.

3284

8

7-19-77

OT MEURTE
NOTESOR A U
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, S.W. OKRCH
BIRMINGHAM, MICHIGAN 48010

PEBBLE CREEK VILLAGE COMPANY
A Michigan Corporation
3475 Lone Pine Road
Orchard Lake, Michigan 48033

WITNESSES:

Jane Yanitz LIBER 7650 PAGE 774
JANE YANITZ

Herman Frankel
Herman Frankel, President

Marilyn Jean Morgan
MARILYN MORGAN
JEAN

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 14 day of July 1977, before me appeared Herman Frankel, to me personally known, who being by me severally duly sworn, did say that he is President of Pebble Creek Village Company, A Michigan Corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said Herman Frankel, acknowledged the said instrument to be the free act and deed of the above corporation.

JANE YANITZ, NOTARY PUBLIC
Oakland County, Michigan
My Commission Expires Sept. 20, 1977.

My Commission Expires: _____

Jane Yanitz
Notary Public, _____
County, Michigan

Ellen Kathleen DeConick, an undivided $\frac{1}{2}$ interest. Evelyn E. DeConick, the survivor of herself and J. Leo DeConick, her deceased husband, an undivided $\frac{1}{2}$ interest. Evidence of death of said decedent is recorded in Liber 6796, Page 294, Oakland County Records.

WITNESSES:

David P. Smith
DAVID P. SMITH
ATTORNEY

Howard Johnston
HOWARD JOHNSTON

Jane Yanitz
JANE YANITZ

Ellen Kathleen DeConick
ELLEN KATHLEEN DECONICK
Evelyn E. DeConick
Evelyn E. DeConick

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 14 day of July 1977, before the undersigned, a Notary Public in and for said county, personally appeared Ellen Kathleen DeConick, an undivided $\frac{1}{2}$ interest. Evelyn E. DeConick, the survivor of herself and J. Leo DeConick, her deceased husband, an undivided $\frac{1}{2}$ interest. Evidence of death of said decedent is recorded in Liber 6796, Page 294, Oakland County Records, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

JANE YANITZ, NOTARY PUBLIC
Oakland County, Michigan
My Commission Expires Sept. 20, 1977.

My Commission Expires: _____

Jane Yanitz
Notary Public, _____
County, Michigan

RECORDED RIGHT OF WAY NO. 32841

APPENDIX "A"

Land in the southwest 1/4 of Section 34, Township 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, described as beginning at a point located distant North 00°03'40" East 1726.00 feet along North and South 1/4 line of said Section 34 and North 51°51'00" West 470.11 feet and North 89°56'20" West 245.00 feet and North 52°51'40" West 56.42 feet and North 89°56'20" West 140.00 feet; thence South 73°21'30" West 538.53 feet and South 00°02'25" West 827.01 feet from South 1/4 corner of said Section 34; thence from said point of beginning South 89°57'35" East 489.105 feet; thence South 01°36'35" West 230.88 feet; thence North 86°57'15" East 230.00 feet; thence South 00°03'40" West 223.03 feet; thence South 56°40'17" West 65.86 feet; thence South 89°41'30" West 45.00 feet; thence South 00°03'40" West 46.00 feet; thence South 89°41'30" West 286.00 feet; thence North 60°40'58" West 225.92 feet; thence South 89°41'30" West 129.29 feet; thence North 00°02'25" East 415.98 feet to point of beginning. Containing 6.714 acres of land.

Prepared By:
 Omer V. Racine
 The Detroit Edison Company
 30400 Telegraph
 Birmingham, Michigan 48010

RECORDED
 REGISTERED
 DEPARTMENT OF REGISTERED RECORDS
 3-28-44

WALTER S. ...
 ...
 ...

RECORDED
 REGISTERED
 DEPARTMENT OF REGISTERED RECORDS
 3-28-44

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

AGREEMENT, made this 20th day of July, 1977, between The Detroit Edison Company, hereinafter called the "Company" and Pebblecreek Village Company with an office at 3475 Lone Pine Road, West Bloomfield, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a SØ 120/240 volt secondary service to 8 lots/buildings numbered 14 thru 17 & 19 thru 21 in the development known as PebbleCreek II, Phase 2 (hereinafter called the "Development") located in Township WBT, Range 9E, Section 34, 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 # 77A-63630 dated _____, 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:

L 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. 32841

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 5,359.00. 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 RIGHT OF WAY NO.

32844

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 August 15, 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 failure of the Developer to execute such Amendment and pay to the Company the amount

RECORDED NIGHT OF MAY NO.

32841

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:

Pebblecreek Village Company

3475 Lone Pine

West Bloomfield, Michigan 48033

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 Pebblecreek Village Company

By Herman Frankel
Herman Frankel

Its President

RECORDED RIGHT OF WAY NO. 32841

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 =	\$	<u> -0- </u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	<u> 1,886 </u> trench feet x \$1.90 per trench foot =	\$	<u> 3,583.00 </u>
	<u> 200 </u> KVA of installed transformer capacity x \$4.00	\$	<u> 800.00 </u>
(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	\$	<u> 976.00 </u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	<u> -0- </u>
	TOTAL	\$	<u> 5,359.00 </u>

RECORDED LETTER OF MAY MO.

32841

ATTACHMENT D

AGREEMENT NUMBER C377J300

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

Estimated Direct Construction Cost	\$ <u>5,658.00</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>5,500.00</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>5,359.00</u>
TOTAL PAYMENT REQUIRED	\$ <u>5,359.00</u>

RECORDED RIGHT OF WAY NO. 32844

SCHEDULE A

Policy No.:

63-117801

Date of Policy:

May 6, 1977 at 8 A.M.

Amount of Insurance:

\$ 100,710.00

1. Name of Insured: **Pebblecreek Village Company, a Michigan Corporation.**

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple estate and is at Date of Policy vested in: **Ellen Kathleen DeConick, an undivided 1/2 interest. Evelyn E. DeConick, the survivor of herself and J. Leo DeConick, her deceased husband, an undivided 1/2 interest. Evidence of the death of said decedent is recorded in liber 6796, page 294, Oakland County Records.**

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

(SEE RIDER FOR DESCRIPTION OF REAL ESTATE.)

SCHEDULE B

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

1. Exceptions shown on Exception Rider A-3

2. **The land contract purchaser's interest of Pebblecreek Village Company, a Michigan Corporation as disclosed in Sixth Amended Memorandum of Land Contract recorded in liber 6898, page 410, Oakland County Records.**

3. **The interest of Herman Frankel, as grantee in Deed dated August 21, 1970 and recorded August 26, 1970 in liber 5546, page 675, and as optionee in Amended Memorandum of Option Agreement in liber 6439, page 681, and in liber 6646, page 108 and in liber 6898, page 405, Oakland County Records.**

4. **Two temporary construction easements granted to the County of Oakland for sanitary sewer, as disclosed in instrument recorded in liber 5393, page 190, Oakland County Records, being 20 feet on either side of easement described in Item No. 5.**

(SEE RIDER ATTACHED)

Audit No. **BBA 479610**



JC

Countersigned By Authorized Officer Or Agent

TB-76:9/76

iy

32841

SCHEDULE B, continued:

5. Easement granted to County of Oakland for sanitary sewer and to the terms and conditions contained in instrument recorded in liber 5393, page 190, Oakland County Records. Said easement being 20 feet wide the centerline of which is described as follows: Beginning at a point on the east side of subject property, said point being north 22 feet from south 1/4 corner of Section 34; thence west 45 feet; thence north 0 degrees 32 minutes 20 seconds east 151 feet; thence north 45 degrees 25 minutes 00 seconds west 660 feet; thence north 29 degrees 37 minutes 00 seconds west 249.10 feet; thence south 87 degrees 36 minutes 30 seconds west 205 feet; thence north 0 degrees 50 minutes 00 seconds east 615 feet; thence north 50 degrees 40 minutes 00 seconds west 500 feet; thence north 80 degrees 40 minutes 00 seconds west 690 feet; thence north 85 degrees 40 minutes 00 seconds west 470 feet; thence south 87 degrees 14 minutes 57 seconds west 199.80 feet; thence west 50 feet to a point of ending on west side of said Section 34, said point of ending being north 00 degrees 20 minutes 00 seconds west 746.65 feet from west quarter corner of said Section 34.

52841

Rider attached to and forming part of Policy No. 63-117801

BURTON ABSTRACT AND TITLE COMPANY

By _____

DESCRIPTION OF REAL ESTATE

Land in the southwest 1/4 of Section 34, town 2 north, range 9 east, West Bloomfield Township, Oakland County, Michigan, described as beginning at a point located distant north 00 degrees 03 minutes 40 seconds east 1726.00 feet along north and south 1/4 line of said Section 34 and north 51 degrees 51 minutes 00 seconds west 470.11 feet and north 89 degrees 56 minutes 20 seconds west 245.00 feet and north 52 degrees 51 minutes 40 seconds west 56.42 feet and north 89 degrees 56 minutes 20 seconds west 140.00 feet; thence south 73 degrees 21 minutes 30 seconds west 538.53 feet and south 00 degrees 02 minutes 25 seconds west 827.01 feet from south 1/4 corner of said Section 34; thence from said point of beginning south 89 degrees 57 minutes 35 seconds east 489.105 feet; thence south 01 degrees 36 minutes 35 seconds west 230.88 feet; thence north 86 degrees 57 minutes 15 seconds east 230.00 feet; thence south 00 degrees 03 minutes 40 seconds west 223.03 feet; thence south 56 degrees 40 minutes 17 seconds west 65.86 feet; thence south 89 degrees 41 minutes 30 seconds west 45.00 feet; thence south 00 degrees 03 minutes 40 seconds west 46.00 feet; thence south 89 degrees 41 minutes 30 seconds west 286.00 feet; thence north 60 degrees 40 minutes 58 seconds west 225.92 feet; thence south 89 degrees 41 minutes 30 seconds west 129.29 feet; thence north 00 degrees 02 minutes 25 seconds east 415.98 feet to point of beginning. Containing 6.714 acres of land.

Rider attached to and forming part of Policy No. 63-117891

BURTON ABSTRACT AND TITLE COMPANY

By  Authorized Signature

32841



EXCEPTIONS RIDER A-3

-
- A. Rights or claims of parties in possession not shown by the public records.
 - B. Any lien, or right to lien, for services, labor, or material imposed by law and not shown by the public records.
 - C. Rights or claims, not shown by the public records, which would be disclosed by an accurate survey of the premises.
 - D. Easements, or claims of easement, not shown by the public records.

BURTON ABSTRACT & TITLE COMPANY

By: *Fred H. Benson Jr*
President

ATTEST: *Allen E. Priestley*
Secretary

3-28-44

APPLICATION FOR U.R.D. EASEMENTS

DE FORM OR 11 5-73

FOR RECORD USE DATE REC'D 5-20-77 DE-BELL NO. 6E 7-27

TO: J. Robertson
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

Application No. _____

DISTRICT OAKDA

Date 5/20/77

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)

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 Pablecreek II Phase 2 County OAKLAND
 City/Township/Village W. Bloomfield Section No. _____

Type of Development Subdivision Mobile Home Park
 Apartment Complex Other Condo

2. Name of Owner H. FRANKEL Organization Phone No. MA6-3500
 Address 3475 Lone Pine Rd WBL MI 48033

Owner's Representative R. Jones Phone No. 626-3500

3. Date Service is Wanted 7-20-77

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

5. Cable poles on property YES NO

6. Joint easements required YES NO

a. Name of other utilities MRT Co

b. Other utility engineer names, addresses, phone numbers: R. TAZZIOLI
26200 Greenfield 968-5813

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

Lot No. _____

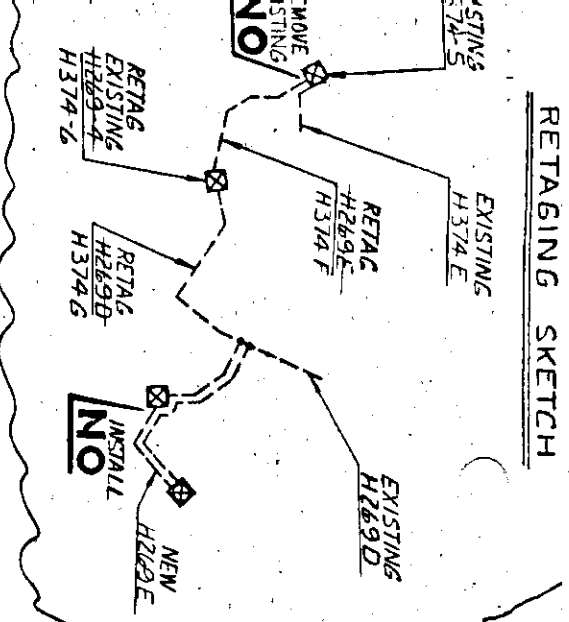
8. Additional information or comments: _____

NOTE: Trenching letter attached will be submitted later.

Signed David A. Foley
 Address OAKDA Phone 4119
SERVICE PLANNING DEPARTMENT

17822

RETAGING SKETCH



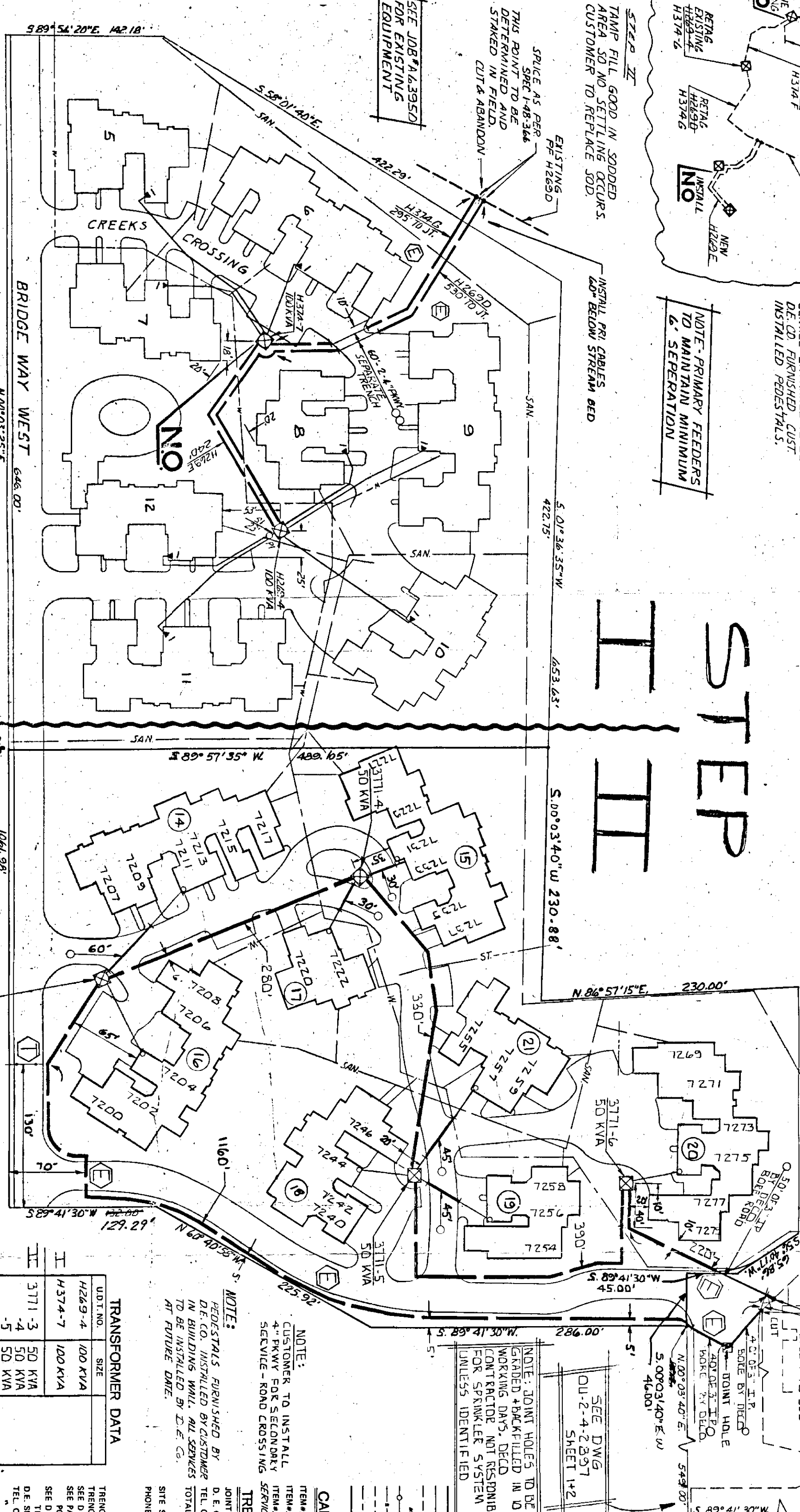
LIBER 7650 PAGE 776

NOTE:
SERVICE ENTRANCE TO BE
DE. CD. FINISHED. CUST.
INSTALLED PEDESTALS.

NOTE - PRIMARY FEEDERS
TO MAINTAIN MINIMUM
6" SEPERATION



LIBER 7650 PAGE 777



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 DHO on 800-482-7171 as required by Public Act 53 of 1974 before doing any power excavating.

NO.	REVISION	DATE	BY	CHKD.	APP'D.
1	AS INSTALLED PRINT	9-12-97			
2	ADDED STEP II	9-12-97			
3	W.D. 367 B4 J 854	8-15-77			
4	NOTES & MEAS BY KUBIKAT	7-16-77			
5	NOTES BY KUBIKAT	7-16-77			
6	NOTES BY KUBIKAT	7-16-77			
7	NOTES BY KUBIKAT	7-16-77			
8	NOTES BY KUBIKAT	7-16-77			
9	NOTES BY KUBIKAT	7-16-77			
10	NOTES BY KUBIKAT	7-16-77			
11	NOTES BY KUBIKAT	7-16-77			
12	NOTES BY KUBIKAT	7-16-77			

RECORDED R/W FILE NO. R32841

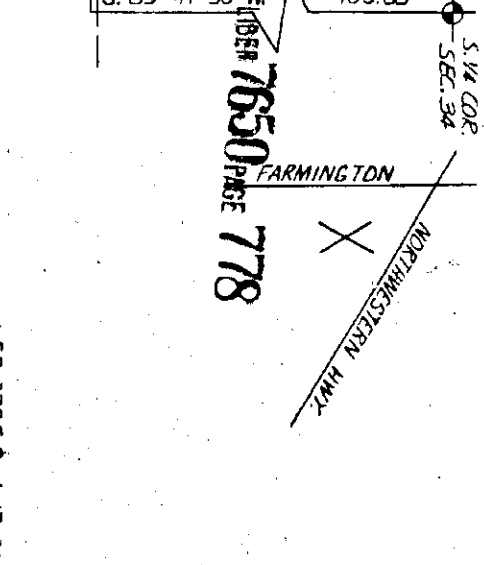
START DATE I-9-23-76 II-1-20-77

STEP II D.D. TTA-63630 W.D. 367 B4 J 854 START DATE-B-15-77

PEBBLE CREEK II BLDGS 5 THRU 12 A PART OF THE SW 1/4 OF SECTION 34 T2N, R9E. OAKLAND CO, MI.

SCALE 1"=50' NUMBER OF SHEETS 36 TOTAL SHEETS 36 DISTRIBUTION SHEET 111 DANKEL-152 KV SHEET 1 OF 1

LOCATION SKETCH



CODE

- TEMPORARY SECONDARY PEDESTAL
- DFT DEAD FRONT TYPE
- UDI IRON SWITCHING - LIVE FRONT TYPE
- DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PEDESTAL
- SECONDARY TERMINAL
- CABLE POLE
- BURIED PRIMARY CABLE - ALL VOLTAGES
- BURIED SECONDARY CABLE
- BURIED SECONDARY SERVICE CABLE
- DETROIT EDISON TRENCH ONLY
- TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT

CABLE SUMMARY

ITEM	DESCRIPTION	QUANTITY
1	4249EC X 1 132 KV	7133028
2	4249EC X 1 140 600 V	7130537
3	4249EC X 1 140 600 V	7130514
4	4249EC X 1 140 600 V	7130514
5	4249EC X 1 140 600 V	7130514
6	4249EC X 1 140 600 V	7130514
7	4249EC X 1 140 600 V	7130514
8	4249EC X 1 140 600 V	7130514
9	4249EC X 1 140 600 V	7130514
10	4249EC X 1 140 600 V	7130514
11	4249EC X 1 140 600 V	7130514
12	4249EC X 1 140 600 V	7130514
13	4249EC X 1 140 600 V	7130514
14	4249EC X 1 140 600 V	7130514
15	4249EC X 1 140 600 V	7130514
16	4249EC X 1 140 600 V	7130514
17	4249EC X 1 140 600 V	7130514
18	4249EC X 1 140 600 V	7130514
19	4249EC X 1 140 600 V	7130514
20	4249EC X 1 140 600 V	7130514
21	4249EC X 1 140 600 V	7130514
22	4249EC X 1 140 600 V	7130514
23	4249EC X 1 140 600 V	7130514
24	4249EC X 1 140 600 V	7130514
25	4249EC X 1 140 600 V	7130514
26	4249EC X 1 140 600 V	7130514
27	4249EC X 1 140 600 V	7130514
28	4249EC X 1 140 600 V	7130514
29	4249EC X 1 140 600 V	7130514
30	4249EC X 1 140 600 V	7130514
31	4249EC X 1 140 600 V	7130514
32	4249EC X 1 140 600 V	7130514
33	4249EC X 1 140 600 V	7130514
34	4249EC X 1 140 600 V	7130514
35	4249EC X 1 140 600 V	7130514
36	4249EC X 1 140 600 V	7130514
37	4249EC X 1 140 600 V	7130514
38	4249EC X 1 140 600 V	7130514
39	4249EC X 1 140 600 V	7130514
40	4249EC X 1 140 600 V	7130514
41	4249EC X 1 140 600 V	7130514
42	4249EC X 1 140 600 V	7130514
43	4249EC X 1 140 600 V	7130514
44	4249EC X 1 140 600 V	7130514
45	4249EC X 1 140 600 V	7130514
46	4249EC X 1 140 600 V	7130514
47	4249EC X 1 140 600 V	7130514
48	4249EC X 1 140 600 V	7130514
49	4249EC X 1 140 600 V	7130514
50	4249EC X 1 140 600 V	7130514

TRENCH SUMMARY

ITEM	DESCRIPTION	QUANTITY
1	216	8441
2	730	7951
3	0	48
4	0	7
5	0	7
6	0	7
7	0	7
8	0	7
9	0	7
10	0	7
11	0	7
12	0	7
13	0	7
14	0	7
15	0	7
16	0	7
17	0	7
18	0	7
19	0	7
20	0	7
21	0	7
22	0	7
23	0	7
24	0	7
25	0	7
26	0	7
27	0	7
28	0	7
29	0	7
30	0	7
31	0	7
32	0	7
33	0	7
34	0	7
35	0	7
36	0	7
37	0	7
38	0	7
39	0	7
40	0	7
41	0	7
42	0	7
43	0	7
44	0	7
45	0	7
46	0	7
47	0	7
48	0	7
49	0	7
50	0	7

GENERAL NOTES

TRENCHING TO BE DONE BY D.E. CO.

TRENCH AND CABLE LENGTHS ARE APPROXIMATE.

SEE DRAWING UH-2389 FOR TRANS. MAT. DETAILS.

SEE PAGE 3271 (S1M) DETAIL " " FOR ENTRANCE STEP II

SEE DRAWING UH-4283 FOR PLACEMENT OF CABLES, D. FOLEY

DE. SERVICE PLANNERS AND PEDESTALS (SUBS) ONLY. UH-45-419

DE. SERVICE PLANNERS AND PEDESTALS (SUBS) ONLY. UH-45-419

TEL. CO. W. DE. 367 B4 J 854

R. N. S. E. 1011 367 B4 J 854

CONTACT MISS DHO (647344) BEFORE

DOING ANY EXCAVATION.

EASEMENTS INDICATED BY OUR CENTERLINES ARE (6) SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED (W. BLOOMFIELD TWP) (NOTIFICATION ONLY)

AGREEMENT - EASEMENT - RESTRICTIONS

29/34

This instrument made this 14th day of July, 1977, 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 PEBBLE CREEK II, Phase 2, on land in the Township of West Bloomfield, County of Oakland, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

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

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

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

(3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance line locations, as shown on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.

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

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

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

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

RECORDED RIGHT OF WAY NO. 32841

RECORDED AND COUNTY OF MICHIGAN REGISTER OF DEEDS RECORDS 1979 OCT 19 PM 2 52

THE DETROIT EDISON COMPANY 30400 TELEGRAPH ROAD, 2ND FLOOR BIRMINGHAM, MICHIGAN 48018

1100 1700

73378 77

LIBER 6876 PAGE 143

PERMITS CREEK II, Phase 2 APARTMENTS

73 115256

LIBER 7850 PAGE 771 AGREEMENT - EASEMENT - RESTRICTIONS

1/2 P/P

This instrument made this 14th day of July, 1977, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the state 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:

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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, rearranging 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 parties 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.

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

RECORDED IN LIBER 73378, PAGE 143, MAY 1977

RECORDED IN LIBER 73378, PAGE 143, MAY 1977

REC'D OCT 19 1977

- 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.

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

Katherine Hayes
KATHERINE HAYES

J. Douglas Roy
J. DOUGLAS ROY

Barbara J. Baker
BARBARA J. BAKER

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

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

RECORDED RIGHT OF WAY NO. 3284

7-19-77

RETURN TO
J. A. ROBERTSON, A. E.
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 275 OAKDALE
BIRMINGHAM, MICHIGAN 48010

- d. Owners will place survey stakes indicating building plot lines and property lines before trenching.
- e. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- f. 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.
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- h. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate. Owners to pay for utility concerned the extra trenching cost involved if trenching is required while ground is being prepared.
- i. 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.
- j. 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 vendors, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

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

THE DETROIT EDISON COMPANY

BY ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

BY IRENE C. KATA, ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

BY ROBERT K. KRAWHURT
Staff Supervisor, Right of Way
(authorized signature)

In the Presence of:

MARY ANN KLOS

J. KATHERINE HAYES

J. DOUGLAS ROY

BARBARA J. BAKER

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