

MUIRWOOD PHASE IV APARTMENTS

AGREEMENT - EASEMENT - RESTRICTIONS

LIBER 7701 PAGE 894

9
11/20

This instrument made this 11th day of JANUARY, 1979, 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 MUIRWOOD PHASE IV, on land in the City of Farmington Hills 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

RE-RECORD TO SHOW TIME STAMP

-1-

DE FORM LE 11 11 71 CS

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. 32895

RECORDED
CAYLAND COUNTY MICHIGAN
REGISTERED INSTRUMENTS RECORDS
1979 FEB 1 PM 3 25
LYNN D ALLEN
REG-REGISTER OF DEEDS

7/1/89 11.00
17.00

- b. Owners will place survey stakes indicating building plot lines and property lines before trenching.
- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
- g. EDISON and 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:

Althea Marbury
ALTHEA MARBURY
Barbara Ann Maher
BARBARA ANN MAHER

J. Douglas Roy
J. DOUGLAS ROY
Charles V. Clapham
CHARLES V. CLAPHAM

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 Angelo Marinelli
ANGELO MARINELLI
Staff Supervisor, Rights of Way Dept.
(authorized signature)

RECORDED IN DETROIT

32895

RECORDED IN MICHIGAN
CLERK-REGISTER OF DEEDS
LYNN D. ALLEN
DEC 27 AM 8 32

STATE OF MICHIGAN)

COUNTY OF WAYNE)

SS. LIBER 7701 PAGE 896

On this 23rd day of January, 1979, before me the

subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury and Irene C. Kata, to me personally known, who being by me duly sworn did say they are the Director, Real Estate and Rights of Way and Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Robert R. Tewksbury and Irene C. Kata acknowledged said instrument to be the free act and deed of said corporation.

Barbara Ann Maher

Notary Public, Wayne County, Michigan

My Commission Expires: _____

BARBARA ANN MAHER
Notary Public, Wayne County, Mich.
My Commission Expires June 28, 1982

RECORDED TITLE OF WAY NO. 32895

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

SS.

On this 25th day of JANUARY, 1979, before me the subscriber,

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

J. Douglas Roy

Notary Public, _____ County, Michigan

My Commission Expires: _____

J. DOUGLAS ROY
Notary Public, Wayne County, Michigan
My Commission Expires January 27, 1981

WITNESSES:

Lawrence R. Barka
LIBER 7696 PAGE 81
LAWRENCE R. BARKA

Robert L. Siwa
ROBERT L. SIWA

LIBER 7433 PAGE 487

Audrey Sonsmith
Audrey Sonsmith, the survivor of herself and Henry Sonsmith, her deceased husband. Evidence of death of said decedend is Recorded in Liber 7354, Page 45, Oakland County Records.
36130 Grand River Avenue
Farmington Hills, Michigan 48024

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

LIBER 7433 PAGE 487

On this 11 day of January, 1978, before the undersigned, a notary public in and for county, Oakland, personally appeared Audrey Sonsmith, the survivor of herself and Henry Sonsmith, her deceased husband, evidence of death of said decedent is recorded in Liber 7354, Page 45, Oakland County Records, known to me to be the person who executed the foregoing instrument and acknowledged the same to be her free act and deed.

Robert L. Siwa
Notary Public, OAKLAND County, Michigan

My Commission Expires: 3-10-79
ROBERT L. SIWA
Notary Public, Oakland County, Mich.
My Commission Expires 3-10-79

WITNESSES:

Lawrence R. Barka
LAWRENCE R. BARKA

Robert L. Siwa
ROBERT L. SIWA

Hildreth L. Andrews
Hildreth L. Andrews

Maxine I. Andrews
Maxine I. Andrews, his wife
11414 Ingram
Livonia, Michigan 48150

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

Personally came before me this 11 day of January, 1978, the above named Hildreth L. Andrews and Maxine I. Andrews, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Robert L. Siwa
ROBERT L. SIWA
Notary Public, OAKLAND County, Michigan

My Commission Expires: 3-10-79
ROBERT L. SIWA
Notary Public, Oakland County, Mich.
My Commission Expires 3-10-79

RECORDED
INDEXED
OF FILE NO.
32895

BEZTAK COMPANY
A Michigan Co-Partnership
23999 W. 10th Mile Road
Southfield, Michigan 48075

WITNESSES:

Arlene J. Smolen
ARLENE J. SMOLEN

Harold Bernos
HAROLD BERNOS, PARTNER

Johanna T. Cavallo
JOHANNA T. CAVALLO

LIBER 7701 PAGE 838

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 12th day of JANUARY 1978, before me, a Notary Public in and for said County, personally appeared HAROLD BERNOS and ARLENE J. SMOLEN partners doing business as Beztak Company, A Michigan Co-Partnership to me known and who executed the within instrument and acknowledged the same to be their free act and deed for the above co-partnership.

ARLENE J. SMOLEN
Notary Public, Oakland County, Mich.
My Commission Expires Feb. 1, 1982

Arlene J. Smolen
ARLENE J. SMOLEN
Notary Public, Oakland County, Michigan

My Commission Expires: 2-1-82

ARLENE J. SMOLEN
Notary Public, Oakland County, Mich.
My Commission Expires Feb. 1, 1982

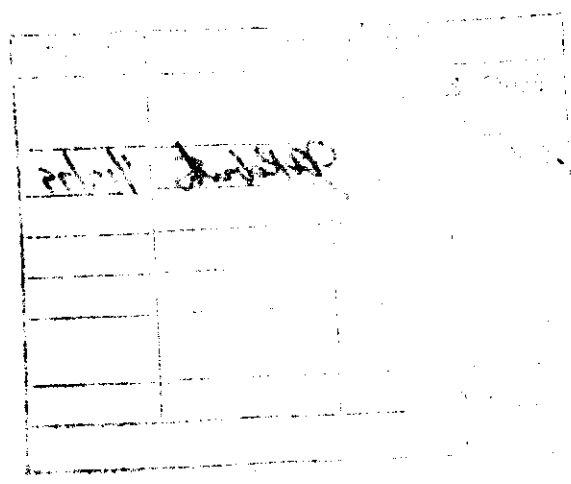
APPENDIX "A"

A parcel of land in the southeast 1/4 of Section 20, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as follows: Commencing at the center 1/4 corner of Section 20, Town 1 North, Range 9 East, and proceeding thence along the East and West 1/4 of said Section 20, South 89°05'17" East, 658.60 feet (last described course being in part along the South line of Independence Commons No. 3, a subdivision recorded in Liber 129, Plats, Pages 8 and 9, and in part being along the South line of Independence Commons No. 1, a subdivision recorded in Liber 122, Plats, Pages 12, 13 and 14); thence South 0°22'44" West, 1321.44 feet; thence North 89°05'17" West, 660.02 feet to a point on the North and South 1/4 line of said Section 20; thence along said line, North 0°26'26" East, 1321.43 feet to the point of beginning, containing 20.0000 acres.

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

RECORDED
FILED IN WAX NO. 32895

NOTARIAL
OFFICE OF A. J.
SMOLEN
30400 TELEGRAPH ROAD
BIRMINGHAM, MICHIGAN 48010



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

AGREEMENT, made this 28 day of March, 19 79, between The Detroit Edison Company, hereinafter called the "Company" and Bestak Company, with offices at 23999 West Ten Mile Road, Southfield, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 15 lots/buildings numbered 60 thru 74 in the development known as

Muirwood Apartments - Phase IV (hereinafter called the "Development") located in Township 1N, Range 9E, Section 28, City of Farmington Hills, 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-64631 dated March 7, 1979, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

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

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

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

RECORDED RIGHT OF WAY NO. 32825

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 14,060.00. 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.

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 May 1, 1979, 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. 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
RIGHT OF WAY NO.

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

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

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

THE DETROIT EDSON 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:

Bextak Company
23999 West Ten Mile Road
Southfield, Michigan 48075

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

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

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

THE DETROIT EDSON COMPANY

By Leonard P. Lucas
Director, Service Planning

DEVELOPER Bextak Company
By JACK D. FROMM
AGENT. 4-9-79

RECORDED ALIQUOT OF MAX NO.

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	5,505 trench feet x \$1.90 per trench foot =	\$ <u>10,460.00</u>
	900 KVA of installed transformer capacity x \$4.00	\$ <u>3,600.00</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>-0-</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>14,060.00</u>

RECORDED RIGHT OF WAY NO. 32825

ATTACHMENT D

AGREEMENT NUMBER C179J416

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

Estimated Direct Construction Cost	\$ <u>16,515.00</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>6,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance	\$ <u>-0-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>14,060.00</u>
TOTAL PAYMENT REQUIRED \$ <u>14,060.00</u>	

RECORDED RIGHT OF WAY NO. 92895

COMMITMENT FOR TITLE INSURANCE
Lawyers Title Insurance Corporation

CASE NUMBER
T-7835820-F

HOME OFFICE - RICHMOND, VIRGINIA
MICHIGAN STATE OFFICE
3270 W. BIG BEAVER ROAD TROY, MICHIGAN 48064

Lawyers Title Insurance Corporation, herein called the Company, hereby agrees to issue a policy of title insurance as hereinafter set forth upon satisfactory compliance with the requirements contained herein. This commitment is being furnished preliminary to the issuance of a policy of title insurance, and is not binding until countersigned by an Agent or Authorized Officer of the Company.

The reverse side hereof is part of this commitment.

MW IV

FORM OF POLICY TO BE ISSUED

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

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

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

\$ ~~_____~~ \$
PARTY TO BE INSURED **BEZTAK COMPANY**

Location and Description of Subject Land

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

North 10 acres of the East 1/2 of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 20, Town 1 North, Range 9 East.

Sidwell Tax Item No. 23-20-400-002= 19.60 Acres

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

1. OWNER: **Hildreth L. Andrews and Maxine I. Andrews, his wife.**

REQUIREMENT: **RECORD DEED FROM ABOVE OWNERS TO BEZTAK COMPANY.**

2. There appears to be no means of ingress and egress to captioned land in the chain of title.

REQUIREMENT: **RECORD EASEMENT FOR INGRESS AND EGRESS FROM THE OWNERS OF RECORD OF ADJOINING LAND, NECESSARY TO PROVIDE ACCESS TO A STREET OR HIGHWAY.**

3. County Tax - 1977 Paid \$1,628.62
City Tax - 1977 Paid \$1,700.86

RECORDED RECORD OF TAX NO. _____

FOR INFORMATION CALL: 649-3322

CUSTOMER SERVICE:
EXAMINING MATTERS: Ext. 403

Unless the policy is ordered within 90 days from the effective date hereof, this commitment shall cease to be effective.

In witness whereof, the Company has caused this commitment to be executed pursuant to its by-laws at Troy, Michigan, effective as of May 9, 1978 at 8:00 A.M.

Lawyers Title Insurance Corporation

COUNTERSIGNED BY

Edward A. Blatz
VICE PRESIDENT

m. Porto
AGENT OR AUTHORIZED OFFICER

AUDIT NUMBER **A 283620**

OVER

Lawyers Title Insurance Corporation

T-7837199-F

HOME OFFICE - RICHMOND, VIRGINIA
MICHIGAN STATE OFFICE

3270 W. BIG BEAVER ROAD TROY, MICHIGAN 48064

Lawyers Title Insurance Corporation, herein called the Company, hereby agrees to issue a policy of title insurance as hereinafter set forth upon satisfactory compliance with the requirements contained herein. This commitment is being furnished preliminary to the issuance of a policy of title insurance, and is not binding until countersigned by an Agent or Authorized Officer of the Company.

The reverse side hereof is part of this commitment.

FORM OF POLICY TO BE ISSUED

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

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

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



\$

\$

PARTY TO BE INSURED BEZTAK COMPANY, A MICHIGAN CORPORATION

Location and Description of Subject Land

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

The West 20 Acres of the Southeast 1/4 of Section 20, Town-1 North, Range 9 East, Farmington Township, Oakland County, Michigan, except the South 50 feet in U.S. Highway 16.

Sidwell Tax Item No. 23-20-400-001 = 19.60 Acres

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

1. OWNER: Henry A. Sonsmith and Audrey G. Sonsmith, his wife.

REQUIREMENT: RECORD DEED FROM ABOVE OWNERS TO BEZTAK COMPANY, A MICHIGAN CORPORATION.

2. Mortgage executed by Henry A. Sonsmith and Audrey G. Sonsmith, his wife, to National Bank of Detroit, a National Banking Association, dated June 21, 1965 and recorded June 23, 1965 in Liber 4738, Page 867, Oakland County Records.

REQUIREMENT: RECORD SATISFACTORY DISCHARGE OF THE ABOVE MORTGAGE OR IT WILL BE SHOWN IN FINAL POLICY.

3. THE FOLLOWING EXCEPTION WILL APPEAR IN FINAL POLICY:

A. Right of Way granted to The Detroit Edison Company over the land as set forth in Liber 2270, Page 239, and in Liber 2389, Page 52, Oakland County Records.

4. County Tax - 1977 Paid \$1,587.70
City Tax - 1977 Paid \$1,658.12

FOR INFORMATION CALL: 649-3322

CUSTOMER SERVICE: Ext. 403
EXAMINING MATTERS:

Unless the policy is ordered within 90 days from the effective date hereof, this commitment shall cease to be effective.

In witness whereof, the Company has caused this commitment to be executed pursuant to its by-laws at Troy, Michigan, effective as of May 8, 1978 at 8:00 A.M.

COUNTERSIGNED BY

6/16 Lawyers Title Insurance Corporation

VICE PRESIDENT

AGENT OR AUTHORIZED OFFICER

AUDIT NUMBER 284320

OVER

TO: JAMES A. ROBERTSON
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

Application No. _____

DISTRICT OAKLAND

Date 11-27-78

We have included the following necessary material and information:

MATERIAL:

A. Subdivision

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

or

B. Other than subdivision

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

INFORMATION:

1. Project name MUIRWOOD APTS PHASE IV County OAKLAND

City/Township/Village FARMINGTON HILLS Section No. 20

Type of Development Subdivision Mobile Home Park

Apartment Complex Other

2. Name of Owner BEZTAK COMPANY Phone No. 354-9007

Address 23999 WEST TEN MILE RD., SOUTHFIELD

Owner's Representative JACK D. FROMM Phone No. 354-9007

3. Date Service is Wanted FEB 1979

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 MICHIGAN BELL TELEPHONE

b. Other utility engineer names, addresses, phone numbers:
C. COX, MBT ENGINEER 968-0162

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

Lot No. _____

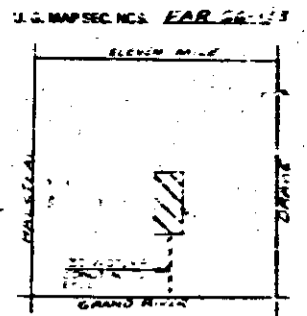
8. Additional information or comments: _____

NOTE: Trenching letter attached will be submitted later.

Signed Donald E. Harris
SERVICE PLANNING DEPARTMENT

Address 36400 TELEGRAPH Phone 642-9111

32895



EASEMENT LOCATIONS

Easements are located where the following symbols are shown. All easements are shown with a 6" width, even where more than one symbol is shown.

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

NOTICE

Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIG on 800-482-7171 as required by Public Act 53 of 1974 before doing any power excavating.

TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. STA. NO.
M1758-1	50 KVA	
-2	100	
M1751-1	50	
-2	100	
-3	100	
M1755-1	50	
-2	100	
-3	100	
M1749-1	100	
-2	100 KVA	

TRANSFORMER SPEC. 1-52-321E, 1-9-65
 PEDESTAL SPEC. 1-9-23
 NO. OF PEDESTALS 10

- #### - CODE -
- ⊙ TEMPORARY SECONDARY PEDESTAL
 - DFT (DEAD FRONT) TYPE
 - ⊠ UGT (UNDER SWITCHING-LIVE FRONT TYPE)
 - ⊡ UGT (SWITCHING-LIVE FRONT TYPE)
 - DIRECTION OF TRANSFORMER DOOR OPENING
 - SECONDARY PEDESTAL
 - △ SECONDARY TERMINAL
 - ⊙ CABLE P.C.E.
 - ⊠ PRIMARY SWITCH CABINET
 - BURIED PRIMARY CABLE - ALL VOLTAGES
 - BURIED SECONDARY CABLE
 - BURIED SECONDARY SERVICE CABLE
 - ⊙ DETROIT EDISON TRENCH ONLY
 - ⊙ TELEPHONE TRENCH ONLY
 - SEWER
 - WATER
 - GAS
 - PROPOSED CONDUIT

CABLE SUMMARY

ITEM	DESCRIPTION	QUANTITY
1	424PC X 1 132 KV	713-3029
2	AP2-350M & 1-4-9 800 V.	713-0537
3	AP 2-300-2-1-1 800 V.	349-0544
4	AP 2-300-2-1-110	713-0536

TRENCH SUMMARY

JOINT USE	LENGTH	AREA
D. E. ONLY	1285'	527
TEL ONLY	105'	782
TOTAL	6,440'	5125

SITE SUPT.
PHONE NO.

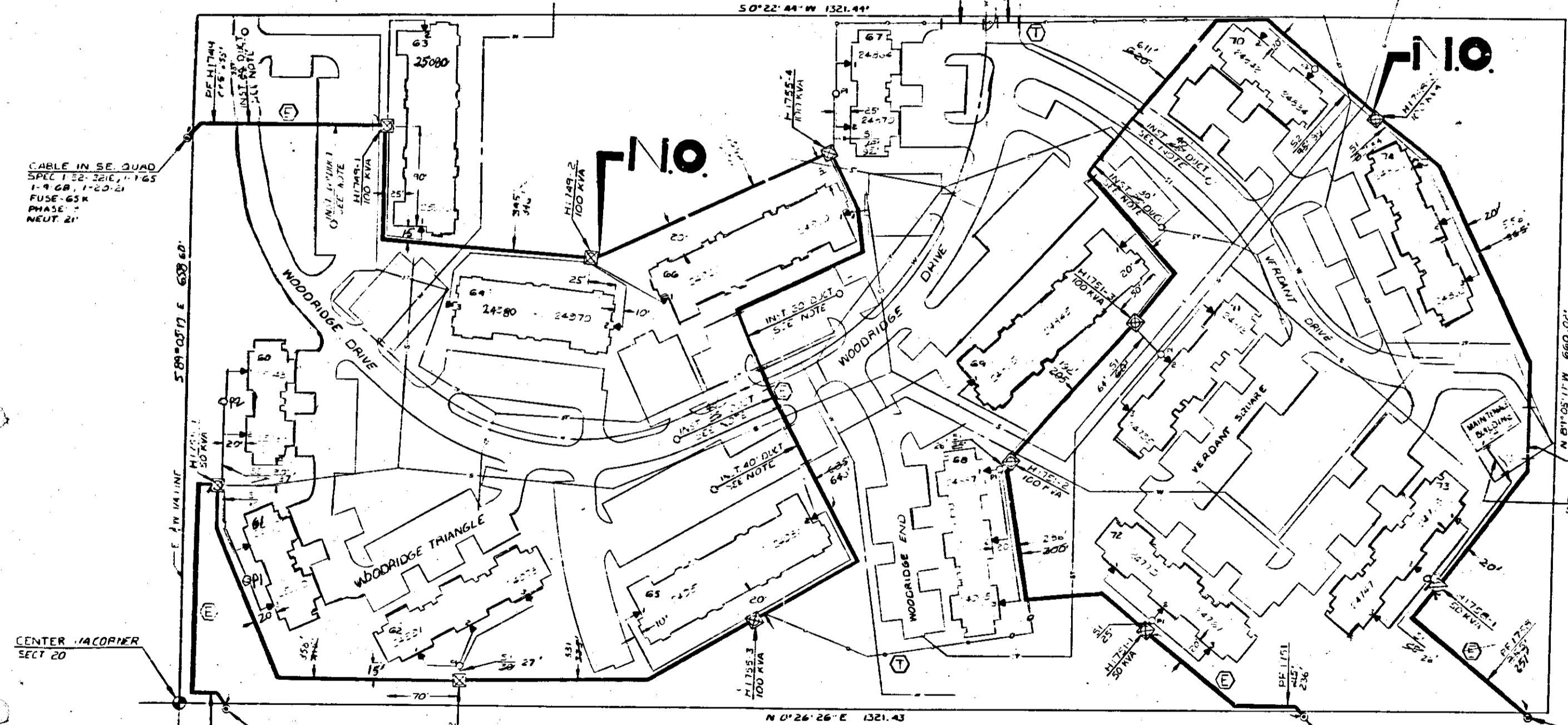
- GENERAL NOTES -

TRENCHING TO BE DONE BY MBT
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
 SEE DRAWING UI-12389 FOR TRANS. MAT. DETAILS.
 SEE PAGE 3-211 (S.I.M.) DETAIL "Q" FOR E. TRANCE
 POINT DETAILS (APTS. ONLY)
 SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES,
 TRANSFORMERS AND PEDESTALS (APTS. ONLY).
 D.C. SERVICE PLANNER D. HARRIS 643-8111
 TEL. CO. 6-103 768-2182

CONTACT "MISS DIG" #477-344 BEFORE DOING ANY EXCAVATION.
 EASEMENTS INDICATED BY OUR CENTERLINES ARE SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED
 CITY OF FARMINGTON HILLS

START DATE
 9-27-79



NOTE:
 DEVELOPER IS RESPONSIBLE FOR ALL ON SITE SOIL EROSION AND SEDIMENTATION CONTROLS

NOTE:
 DUCT FOR ROAD CROSSINGS FURNISHED AND INSTALLED BY MBT

CABLE IN SE QUAD
 SPEC. 1-52-321E, 1-9-65
 FUSE-65K
 PHASE-Y
 NEUT-21'

CABLE IN SE QUAD
 SPEC. 1-52-321E, 1-9-65
 FUSE-65K
 PHASE-Y
 NEUT-21'

CABLE IN SE QUAD
 SPEC. 1-52-321E, 1-9-65
 FUSE-65K
 PHASE-Y
 NEUT-21'

CABLE IN NE QUAD
 SPEC. 1-52-321E, 1-9-65
 FUSE-65K
 PHASE-Y
 NEUT-21'

D	C	B	A	REFERENCE	DATE	JOB TITLE	THE DETROIT EDISON COMPANY
REVISION	REVISION	REVISION	REVISION	AS INSTALLED PRINT	10-3-79	MUIRWOOD APARTMENTS PHASE IV	SEWER PLANNING DEPARTMENT
				Sheet 10-3-79		PART OF THE S.E. 1/4 OF SEC 20	SCALE 1"=50'
				Notes & Meas. by KNIGHT		CITY OF FARMINGTON HILLS	NUMBER OF UNITS 244
							ALCOH ORDER NUMBER 2122
							DISTRIBUTION CIRCUIT 132KV
							3122 (SEE 1)
							DEPT. ORDER NUMBER 77A-64631
							SHEET 1 OF 1 SHEETS

RECORDED RIGHT OF WAY NO. 32895