

112131

OAKLAND HILLS MOBILE HOME PARK

Detroit Edison

Right of Way Agreement

This document has been audited by the RE&R/W Dept.

(80 22450)

9/23

(LIBER 7749 PAGE 463)

JANUARY 30, 1980

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to 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 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the City of Farmington Hills, Oakland County, Michigan, and more particularly described on the attached Appendix "A", with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be 10 feet in width unless otherwise indicated and their route is described as follows: The exact location of said easements will be shown on a drawing to be recorded within 90 days after construction.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES' equipment.
2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.
3. No shrubs of foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.
4. If the lines of facilities of UTILITIES are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licenses and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date.

Witnesses:

Grantors:

Prepared By: _____

Address: _____

RECORDED RIGHT OF WAY NO.

33603

1980 JAN 14 PM 1:48
 1980 DEC 30 AM 11 56
 LYNN D. ALLEN
 CLERK-REGISTER OF DEEDS
 LYNN D. ALLEN
 CLERK-REGISTER OF DEEDS

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

over

1300

1982

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

WITNESSES:

J. Baylord Lehman
J. Baylord Lehman

Dorothy Robey
Dorothy Robey
8120 E. Jefferson, Apt. 3-B-1
Detroit, Michigan 48211

Helen Magarian
Helen Magarian

STATE OF MICHIGAN)
COUNTY OF: Oakland) SS:

Personally came before me this 4 day of March ¹⁹⁸⁰~~1979~~, the above named Dorothy Robey, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

J. Baylord Lehman
J. Baylord Lehman
Notary Public Oakland County, Michigan

My Commission Expires: 6-28-82

APPENDIX "A"

Land in the City of Farmington Hills, Oakland County, Michigan, described as: The South 165 feet of the North 848 feet of the West 1/2 of northwest quarter of Section 23, Town 1 North, Range 9 East, Michigan, also described as follows: Commencing at a point southerly and distant South 0°30' West 683 feet and easterly and distant South 89°30' East 66 feet from a point on the West line of Section 23, Town 1 North, Range 9 East, at intersection of North line of said Section; thence North 89°30' East 1259.5 feet; thence South 0°30' West 165 feet; thence North 89°30' West 1260.1 feet; thence North 0°30' East 165 feet to the place of beginning, as recorded in Liber 67 of Plats, Page 1, Oakland County Records, also known as the South 7.1 feet of Lot 25 and North 157.9 feet of Lot 26, Supervisor's Plat No. 14, of part of the northwest quarter, Section 23, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 67 of Plats, Page 1, Oakland County Records.

PREPARED BY:
Omer V. Racine
THE DETROIT EDISON COMPANY
30400 Telegraph Road
Birmingham, Michigan 48010

RECORDED RIGHT OF WAY NO. _____

OFFICE OF THE CLERK OF COURTS
RECORDED
MICHIGAN
1980 MAR 10 10 58 AM

APPROVED		DATE
BLDG. & PRCP. DEPT.		
DIV. ORG.	<i>J.A. Robertson</i>	3/14/80
INS. DEPT.		
LEGAL DEPT.		
RE & R/W DEPT.		
SYSTEM ENG. DEPT.		
TAX DEPT.		

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

#33603

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That Rosandra Investments, Ltd., Dorothy Robey, Spencer M. Partrich and Myrna L. Partrich, his wife whose address is 25720 Orchard Lake Road, Farmington Hills, Michigan, hereinafter referred to as "OWNER", for and in consideration of the sum of Seven Thousand Four Hundred and 00/100 (\$7,400.00) Dollars lawful money of the United States to it paid by THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, hereinafter referred to as "EDISON", the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto EDISON, its successors and assigns, all right, title and interest to the electrical distribution system, located on real property belonging to OWNER and identified as Oakland Hills Mobile Home Park consisting of the following equipment:

1. 37-Single Phase 120/240 Volt Watthour Meters.
2. 37-Single Phase 120/240 Volt Meter Enclosures.
3. 1150 Feet 250 MCM RHW-RHH, 3 Conductor Secondary Cable.

To have and to Hold the same unto EDISON, its successors and assigns, FOREVER.

The location of the electrical facilities conveyed herein is as indicated on the attached Exhibit "A". OWNER hereby indemnifies and holds EDISON harmless against any and all detriment, damages, losses, demands, suits, costs, or other expenses which EDISON may suffer, sustain or be subject to caused either wholly or in part, directly or indirectly by

RECORDED
33603

EDISON's reliance on the location of this equipment as indicated on said Exhibit "A" except for those damages, losses, demands, suits, costs or other expenses caused by EDISON's sole negligence.

OWNER, for its successors and assigns, does covenant and agree to and with EDISON, its successors and assigns, to Warrant and Defend the sale of said property, goods and chattels hereby made, unto EDISON, its successors and assigns, against all and every person or persons whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their duly authorized officers this day of *MARCH 28*, 1980.

In the Presence of: Oakland Hills Mobile Home Park

Anna Mae Burke By *[Signature]*
Rosandra Investments, Ltd.
Spencer M. Partrich, President

STATE OF MICHIGAN)
COUNTY OF *Oakland*) SS

On this *10th* day of *MARCH*, in the year 1980, before me the subscriber, a Notary Public in and for said County, appeared *Spencer M. Partrich*

to me known to be the persons described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be their free act and deed, and who have sworn that they are over 18 years of age.

Anna Mae Burke
Notary Public, _____ County, MI

My Commission expires: _____

ANNA MAE BURKE
Notary Public, Oakland County, Mich.
My Commission Expires April 12, 1983

RECORDED RIGHT OF WAY NO. 5603

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their duly authorized officers this day of MARCH 28, 1980.

In the Presence of: Oakland Hills Mobile Home Park

Michael J. Alcorn By: Dorothy Robey
Dorothy Robey

STATE OF MICHIGAN)
) WAYNE) SS
COUNTY OF ~~MACOMB~~)

On this 10TH day of MARCH, in the year 1980, before me the subscriber, a Notary Public in and for said County, appeared

to me known to be the persons described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be their free act and deed, and who have sworn that they are over 18 years of age

CATHERINE CARTER
Notary Public, Wayne County, Mich.
Acting in Wayne County, Mich.
My Commission Expires July 28, 1982

Catherine Carter
Notary Public, _____ County, MI

My Commission expires: July 28, 1982

RECORDED RIGHT OF WAY NO. 33693

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their duly authorized officers this day of MARCH 28, 1980.

In the Presence of: Oakland Hills Mobile Home Park

Anna Mae Burke

By: [Signature]

Spencer M. Partrich

Michael J. Skow

By: [Signature]

Myrna L. Partrich

STATE OF MICHIGAN)
 Oakland)SS
COUNTY OF ~~MACOMB~~)

On this 10th day of March, in the year 1980, before me the subscriber, a Notary Public in and for said County, appeared Spencer M. Partrich & Myrna L. Partrich

to me known to be the persons described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be their free act and deed, and who have sworn that they are over 18 years of age.

Anna Mae Burke
Notary Public, _____ County, MI

My Commission expires: _____

ANNA MAE BURKE
Notary Public, Oakland County, Mich.
My Commission Expires April 12, 1983

RECORDED RIGHT OF WAY NO. 33605

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of *MARCH* 1980, by and between 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 referred to as "EDISON", and Rosandra Investments, Ltd., Dorothy Robey, Spencer M. Partrich and Myrna L. Partrich his wife, 25720 Orchard Lake Road, Farmington Hills, Michigan, hereinafter referred to as "OWNER".

W I T N E S S E T H :

WHEREAS, EDISON has sold and furnished electric power to OWNER for purposes of resale to individual customers in a mobile home park in the City of Farmington Hills, known as Oakland Hills Mobile Home Park in the premises hereinafter described, consisting of thirty-seven units; and

WHEREAS, OWNER has requested of EDISON, and EDISON has agreed to take over the present electrical facilities in said mobile home park to service individual customer accounts,

NOW, THEREFORE, in consideration of Seven Thousand Four Hundred and 00/100 (\$7,400.00) Dollars and the mutual promises and covenants for the transfer of said electric facilities, to be consummated by a Bill of Sale, it is hereby agreed:

1. That the sale of personal property contemplated to be transferred by the Bill of Sale is an underground distribution system consisting of pedestals, wires and equipment,

including electrical meters serving each individual unit, upon, over and across property described as:

The South 165 feet of the North 848 feet of the West 1/2 of northwest quarter of Section 23, Town 1 North, Range 9 East, Michigan, also described as follows: Commencing at a point southerly and distant South 0°30' West 683 feet and easterly and distant South 89°30' East 66 feet from a point on the West line of Section 23, Town 1 North, Range 9 East, at intersection of North line of said Section; thence North 89°30' East 1259.5 feet; thence South 0°30' West 165 feet; thence North 89°30' West 1260.1 feet; thence North 0°30'; East 165 feet to the place of beginning as recorded in Liber 67 of Plats, Page 1, Oakland County Records, also known as the South 7.1 feet of Lot 25 and North 157.9 feet of Lot 26, Supervisor's Plat No. 14, of part of the northwest quarter, Section 23, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 67 of Plats, Page 1, Oakland County Records.

2. OWNER shall give adequate and reasonable notice of OWNER'S intent to terminate its electric service as of a date to be mutually decided upon between the parties hereto. In the same notifications, OWNER shall also advise all of the individual customers to apply for electric service from EDISON. If, after notification has been served to the customers and application has not been made by said customer, then, in that event, OWNER shall make application in his name on behalf of the tenants and OWNER shall be responsible for the payment of such customers' accounts.

OWNER shall cooperate with EDISON as required for the purposes of identification as to the meters and the mobile homes they serve. In the event EDISON requests, OWNER shall provide an authorized agent who shall together with EDISON'S representative to jointly conduct an investigation and make customer contact if necessary.

3. In accordance with the rules of the Michigan Public Service Commission, OWNER shall provide EDISON with a recordable easement for installation and maintenance of its electrical facilities. The site plan drawing dated February, 1980, attached hereto, as Exhibit A indicates the specific easements required by EDISON for the existing equipment as well as any additional easements which may be required for ingress and egress or future maintenance of the system. Owners execution of this Agreement will indicate its approval of these easements.

The easements shall be described as a ten foot wide easement five feet on each side of the line as installed according to the Site Plan (Exhibit A) unless otherwise noted on site plan. OWNER represents that the location of said underground lines as indicated on Exhibit A is accurate to his best understanding and belief. In the event of said site plan being inaccurate, OWNER for himself, his successors and assigns disclaims any right to challenge the validity of the easements intended to be granted.

OWNER for himself, his successors and assigns shall hereby indemnify and hold EDISON and all of its officers, agents and employes, harmless for any claim, loss, damage,

cost, charge, expense (including attorney fees), lien, settlement or judgement arising out of the inaccuracy of said Exhibit A.

4. It is understood and agreed that OWNER shall, according to the MPSC rules, move mobile homes or other equipment as required to provide access to the electrical equipment or to facilitate maintenance or required upgrading of the existing system. A review of the mobile home park indicates that the following mobile homes and/or equipment must be relocated to provide access to the easements specified in Section 3: None

5. Owner also agrees to execute any tree cutting permit required by EDISON to insure the proper clearances for the distribution system.

6. It is understood and agreed that the MPSC rules require OWNER to provide, own, install and maintain suitable meter supports; to remove unused existing electric equipment not being purchased by the utility and make any necessary wiring changes to separate the electrical responsibilities of OWNER and tenant.

a) An inspection of Oaklands Hills Mobile Home Park indicates that the condition of the meter supports are as follows:

1. Lots 24 through 27, meter supports have been replaced.
2. The remaining 33 lots require replacement of supports.

EDISON will furnish meter boxes as required and provide suggestions as to the type of supports available for OWNER'S use. It shall, however, be OWNER'S responsibility to install said meter boxes as well as to own, install and maintain the meter supports.

b) The following unused equipment shall be removed by OWNER prior to sale of the distribution system to EDISON: None

Because the following equipment cannot be removed until EDISON has performed certain alternations to the distribution system, these items shall be removed only after notification from EDISON that the alterations have been performed. The items are as follows: All unused metering equipment and supports.

c) The following electrical responsibilities of OWNER must be separated from those of the tenants:

All underground served ornamental street lighting.

7. It is understood and agreed that if the location of an underground cable is situated beneath an existing mobile home, EDISON may, at its sole option, move the cable or install an alternate cable clear of said mobile home at EDISON'S expense. In the event relocation of lines is necessary, EDISON shall not be required to repair the landscape or replace any existing sod. The method of installation shall be by trenching and backfilling only.

8. OWNER, by the execution of this Agreement, authorizes EDISON to undertake the alterations to its distribution system as well as any other changes necessary for the transfer of this mobile home park electrical distribution system. The estimated cost of such alterations is approximately Ten Thousand Two Hundred Twelve and 00/100 (\$10,212.00) Dollars.

In the event of default by OWNER of any of the conditions contained herein whereby the anticipated transfer does not occur, OWNER shall pay to EDISON the actual cost of said alterations made by EDISON, as determined by EDISON.

9. In order to conform to the National Electric Safety Code, EDISON will be required to make further alterations to the distribution system being purchased. These alterations are to be completed prior to the transfer of the system to EDISON.

It shall also be necessary to obtain approval of the municipal electrical inspector. OWNER shall obtain approval from the electrical inspection authority for that portion of the electrical system to be retained by OWNER. This approval shall be obtained prior to EDISON beginning any construction required to upgrade its existing system to meet National Electric Safety Code requirements.

If the local electrical inspector requires alterations to the OWNER'S portion of the system, these alterations shall be completed before EDISON begins construction, unless said alterations are dependent upon EDISON'S changes in its equipment.

In the event that EDISON makes such alterations to its distribution system and through no fault of EDISON the anticipated transfer does not take place, OWNER shall pay to EDISON the actual cost of such alterations as indicated in paragraph 8 herein. OWNER shall also obtain any other permit required by federal, state or municipal authorities.

10. The purchase price for the transfer of said mobile home park distribution system shall be computed at a rate of \$200.00 per lot for each lot with an installed service connection to the distribution system where the average age of the mobile home park is five years or less. Such rate shall be reduced by \$40.00 per lot for each full five-year period of age as determined based upon the date electric service was first provided on a permanent basis. The purchase price for Oakland Hills Mobile Home Park is computed as follows for each master meter section within the park:

Number of lots	<u>37</u>
x Rate per lot	<u>\$ 200</u>

Basic price	<u>\$7,400</u>
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Age of park 1976 to 1980

Total age 4 years.

Number of full five year periods	$\frac{\text{Age}}{5} = \frac{4}{5} = .80$
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Reduction to base rate

Number of lots	<u>37</u>
x Reduction	\$ <u>40</u>
	<u>\$1,480</u>
x Number of full five year periods	<u>0</u>
Total Reduction	\$ <u>0</u>
Basic Price	<u>\$7,400</u>
Total Reduction	\$ <u>0</u>
Purchase Price	<u>\$7,400</u>

11. OWNER warrants and represents to EDISON that it has good and marketable title to all of the electric facilities being transferred to EDISON and that there are no mortgages, liens or other encumbrances upon the property to be transferred.

OWNER warrants and represents to EDISON that it is duly authorized to make this proposed sale and that it will not be in violation of any existing leases, nor result in any breach or constitute a default under any agreement or instrument to which EDISON may be bound or affected. In the event EDISON becomes a party to any lawsuit as a result of this transfer of electric facilities, OWNER shall hereby consent and agree to assume the defense thereof and to defend the same at

their own expense and pay any and all actual costs, charges, attorney fees, and other actual expenses and any and all judgments that may be incurred by or obtained against EDISON in such suit or proceeding.

12. OWNER represents that the site plan furnished to EDISON is correct in the location of equipment and facilities and OWNER hereby indemnifies and holds EDISON harmless against any and all detriment, damages, losses, demands, suits, costs or other expenses which it may suffer, sustain or be subject to caused either wholly or in part, directly or indirectly, by reason of the proposed sale, except for those damages, losses, demands, suits, costs or other expenses caused by EDISON'S sole negligence.

13. This Agreement shall be consummated by and construed in accordance with the laws of the State of Michigan.

14. The Sale shall be consummated and possession of the described facilities shall be delivered on a date mutually determined by the parties hereto. OWNER and EDISON shall jointly cooperate with each other in making a final meter reading upon a date to be mutually decided upon. All current accounts receivable are the property of OWNER, and OWNER shall be solely responsible for their collection as well as any delinquent past due accounts.

15. EDISON agrees to accept the Bill of Sale, similar to the copy attached hereto, upon the conditions heretofore described, and provide electric service to all the individual housing units pursuant to the rates established for electrical

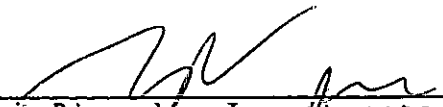
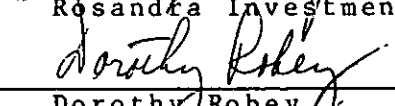
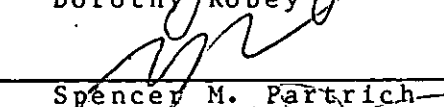

RECORDED RIGHT OF WAY NO.

33603

service by the Michigan Public Service Commission for residential users upon proper application of the individual consumers.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

In the Presence of: Oakland Hills Mobile Home Park

<u>Anna Mae Burke</u>	<u></u> Rosandea Investments, Ltd.
<u>Michael G. Skon</u>	<u></u> Dorothy Robey
<u>Anna Mae Burke</u>	<u></u> Spencer M. Partrich
<u>Michael G. Skon</u>	<u></u> Myrna L. Partrich

In the Presence of:

THE DETROIT EDISON COMPANY

<u>George White</u>	By <u></u> John E. Lobbia
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RECORDED RIGHT OF WAX NO. 3603

TO: OMER RACINE
REAL ESTATE AND RIGHTS OF WAY SUPERVISOR

11-27-79
Application No. OE 9-130

DISTRICT OAKLAND

Date 11-26-79

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).

This document has been audited by the REBR/W Dept.

INFORMATION:

1. Project name OAKLAND HILLS MOBILE HOME Frank County OAKLAND

City/Township/Village FARMINGTON HILLS Section No. 23

Type of Development Subdivision Mobile Home Park

Apartment Complex Other

2. Name of Owner RICHARD A. KOMERS, EDGAR GELBERG, SPENCER M. PARTRICK Phone No. 851-2700/353-3338

Address 4347 ORCHARD LAKE RD., P.O. BOX 5335 West Bloomfield
48033

Owner's Representative FRANK MICHEL Phone No. 851-2700

3. Date Service is Wanted FEB 26, 1980

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

5. Cable poles on property YES NO

6. Joint easements required YES NO

9. Name of other utilities MICHIGAN Bell Tele CO.

b. Other utility engineer names, addresses, phone numbers: SCOTT MCGEE 26200
GREEN FIELDS, OAK PARK, MI., 968-5811

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

Lot No. _____

8. Additional information or comments: M.P.S.C. MANDATED
CONVERSION - COMPLETE REBUILD

NOTE: Trenching letter attached will be submitted later.

Signed George White
SERVICES PLANNING DEPARTMENT

RECORDED RIGHT OF WAY TO 25603

Osland Hills



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: *Thomas E. Jones*
CHAIRMAN OF THE BOARD

ATTEST: *Robert Manville*
SECRETARY

RECORDED RIGHT OF WAY NO. 33603

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.

SCHEDULE B CONTINUED:

4. Easement for the construction, operation and maintenance of gas mains, granted by Oakland Hills Mobile Homes, a Michigan Co-partnership, to Consumers Power Company, as recorded in liber 6487 page 27, Oakland County Records.
5. Terms and conditions of an Agreement executed with Michigan Bell Telephone Company, recorded in liber 5243 page 43, Oakland County Records.
6. Right of Way over subject property, as set forth in liber 5243 page 40, Oakland County Records.
7. 1975 County and City Taxes: Sold to Howard Rasch, as to Lot 26.
1976 County and City Taxes: Unpaid, as to Lot 26.
1977 County and City Taxes: Unpaid, as to Lot 26.
1978 City Taxes: Unpaid, as to Lots 25 and 26.

Rider attached to and forming part of Policy No.

63-098785

BURTON ABSTRACT AND TITLE COMPANY

By



Authorized Signature

SCHEDULE A

Policy No.:

63-098785

Date of Policy:

August 14, 1978 at 8 A.M.

Amount of Insurance:

\$ 200,000.00

1. Name of Insured:

Rosandra Investments, Ltd., a Michigan Corporation, as to an undivided 75% interest, and Spencer M. Partrich, as to an undivided 25% interest

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:

Dorothy Robey

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

SEE RIDER ATTACHED 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 interest of Rosandra Investments Limited, a Michigan Corporation, assignee of an undivided 75% interest in the Purchaser's interest in a Land Contract dated March 15, 1972, originally executed by and between Joseph B. Kwasny and Catherine Kwasny, his wife, as sellers, and Richard L. Komer, as to an undivided 2/10 interest, Spencer M. Partrich, as to an undivided 3/10 interest, and Edgar Gelberg, as to an undivided 5/10 interest, as purchasers, as set forth in Assignments of Purchaser's Interest in Land Contract dated July 21, 1978 and recorded August 9, 1978 in liber 7278 page 136 and liber 7278 page 138.

3. The interest of Spencer M. Partrich, purchaser in the Land Contract recited above, as to an undivided 25% interest, as disclosed in Affidavit Certifying Interest in Real Property recorded March 22, 1972 in liber 5835 page 114. (Spencer M. Partrich originally had an undivided 30% interest in the Purchaser's Interest in said Land Contract, but conveyed an undivided 5% interest by the Assignment of Purchaser's Interest in Land Contract dated July 21, 1978 and recorded in liber 7278 page 140.

(SEE RIDER ATTACHED)

Audit No. **BBA 1002265**



[Handwritten Signature]

Countersigned By Authorized Officer Or Agent

TB-76:9/76

ac

BURTON ABSTRACT AND TITLE COMPANY

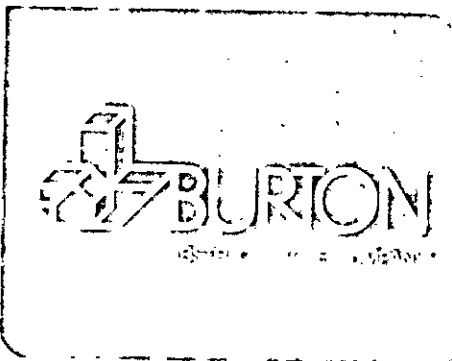
A Michigan Insurance Company

POLICY OF TITLE INSURANCE

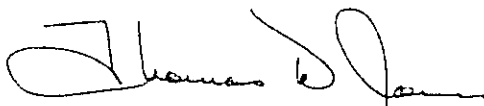
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, **BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation**, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, 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, Burton Abstract and Title Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.



BURTON ABSTRACT AND TITLE COMPANY

BY: 
CHAIRMAN OF THE BOARD

ATTEST: 
SECRETARY

CONDITIONS AND STIPULATION.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

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

3. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

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

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

sured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

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

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

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

4. NOTICE OF LOSS—LIMITATION OF ACTION

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

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

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

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

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

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

within 30 days thereafter.

7. LIMITATION OF LIABILITY

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

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or

litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. 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

American Land Title Association
Owner's Policy - Form B - 1970
(Amended 10-17-70)

EXBURTON
AMERICAN LAND TITLE COMPANY

GENERAL OFFICE
1650 West Big Beaver Road
Troy, Michigan 48084

OWNER'S
POLICY OF
TITLE
INSURANCE

Burton Abstract and Title Company

General Office 1650 W. Big Beaver Rd. Troy Michigan 48084, Phone (313) 643-4000

Record Title Search

Reference No. 63-167998

Furnished to: Spencer Patrick Attn: Mrs. Burke

We have searched the records in the Office of the Register of Deeds affecting property in the City of Farmington Hills, Oakland County, Michigan, described as:

(SEE RIDER ATTACHED FOR REAL ESTATE DESCRIPTION)

from August 14, 1978, to the certification date set forth below and have found the following ~~conveyances and undischarged encumbrances:~~ instruments of record:

- Warranty Deed, liber 6597, page 371
- Assignment of Purchaser's Interest in Land Contract, liber 7278, page 136
- Assignment of Purchaser's Interest in Land Contract, liber 7278, page 138
- Affidavit, liber 5835, page 114
- Assignment of Purchaser's interest in Land Contract, liber 7278, page 140
- Easement, liber 6487, page 27
- Agreement, liber 5243, page 43
- Right of Way, liber 5243, page 40

NO SEARCH has been made for any instrument, however designated, which has been filed as a financing statement pursuant to the Uniform Commercial Code.

NO SEARCH of the records of the Circuit, Probate or other Courts, or of any records other than those in the office of the Register of Deeds, has been made.

No undischarged Notice of Federal or State Tax Lien has been filed or recorded in said Register of Deeds Office against any party appearing to have had a record interest in subject property at any time during the period covered by this Search, except such notices as were filed or recorded against such a party after said party's interest in subject property appears to have terminated of record.

Unpaid County Taxes: 1977 and 1978 Unpaid.

Unpaid City Taxes: 1978, 1977 and 1979, Unpaid.

Unpaid Special Assessments: None

Certified to: November 9, 1979

dh

BURTON ABSTRACT AND TITLE COMPANY

By Harold W. Thorn
Authorized Signature Harold W. Thorn

RECORDED RIGHT OF WAY NO. 33603

NOTE: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this Company's liability is limited to the amount paid for this information. If evidence of title is desired, an application for title insurance should be made to Burton Abstract and Title Company.

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

The South 165 feet of the North 848 feet of the West one-half of the Northwest quarter of Section 23, town 1 north, range 9 east, Michigan, also described as follows: Commencing at a point southerly and distant South 0 degrees 30 minutes West 683 feet and Easterly and distant South 89 degrees 30 minutes East 66 feet from a point on the west line of Section 23, town 1 north, range 9 east, at the intersection of the North line of said section; thence North 89 degrees 30 minutes East 1259.5 feet; thence South 0 degrees 30 minutes West 165 feet; thence North 89 degrees 30 minutes West 1260.1 feet; thence North 0 degrees 30 minutes East 165 feet to the place of beginning, as recorded in liber 67 of Plats, page 1, Oakland County Records, also known as the South 7.1 feet of Lot 25 and North 157.9 feet of Lot 26, Supervisor's Plat No. 14, of part of the Northwest quarter, Section 23, town 1 north, range 9 east, Farmington Township, Oakland County, Michigan, according to the plat thereof as recorded in liber 67 of Plats, page 1, Oakland County Records.

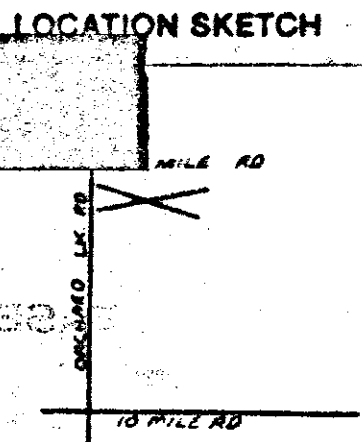
NOTICE
 Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIG on 800-482-7171 as required by Public Act 53 of 1974 before doing any power excavating.

EASEMENT LOCATIONS
 Easements are located where the following symbols are shown. All easements are single width, even where more than one symbol is shown.

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

TRANSFORMER DATA

U.D.T. NO.	SIZE	ED STK. NO.
H 2019-1	50 KVA	661-1157
-2	50 KVA	661-1157



TRANSFORMER SPEC. 1-17-263
 PEDESTAL SPEC. 1-9-231
 NO. OF PEDESTALS 18
 NO. OF TEMPORARY CABLE MARKERS
 TEMPORARY CABLE MARKER SPEC.
 SECONDARY CONNECTION BOX SPEC.

— CODE —

- ⊙ OPL
- ⊙ TEMPORARY SECONDARY PEDESTAL/TEMPORARY CABLE MARKER
- ⊙ DIT DEAD FRONT TYPE
- ⊙ DIT NON-SWITCHING—LIVE FRONT TYPE
- ⊙ LUT (SWITCHING)—LIVE FRONT TYPE
- ⊙ LUT (NON-SWITCHING)—LIVE FRONT TYPE
- ⊙ DIRECTION OF TRANSFORMER DOOR OPENING
- ⊙ SECONDARY PEDESTAL
- ⊙ SECONDARY CONNECTION BOX
- ⊙ CABLE POLE
- ⊙ PRIMARY SWITCH CABINET
- ⊙ BURIED PRIMARY CABLE—ALL VOLTAGES
- ⊙ BURIED SECONDARY CABLE
- ⊙ BURIED SECONDARY SERVICE CABLE
- ⊙ DETROIT DESIGN TRENCH ONLY
- ⊙ TELEPHONE TRENCH ONLY
- ⊙ SEWER
- ⊙ WATER
- ⊙ GAS
- ⊙ PROPOSED CONDUIT
- ⊙ SEP. CONC. CABINET

CABLE SUMMARY

ITEM #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
614	1	50 KVA TRANSFORMER	142.00	142.00
803	1	50 KVA TRANSFORMER	142.00	142.00
2060	1	50 KVA TRANSFORMER	142.00	142.00

TRENCH SUMMARY

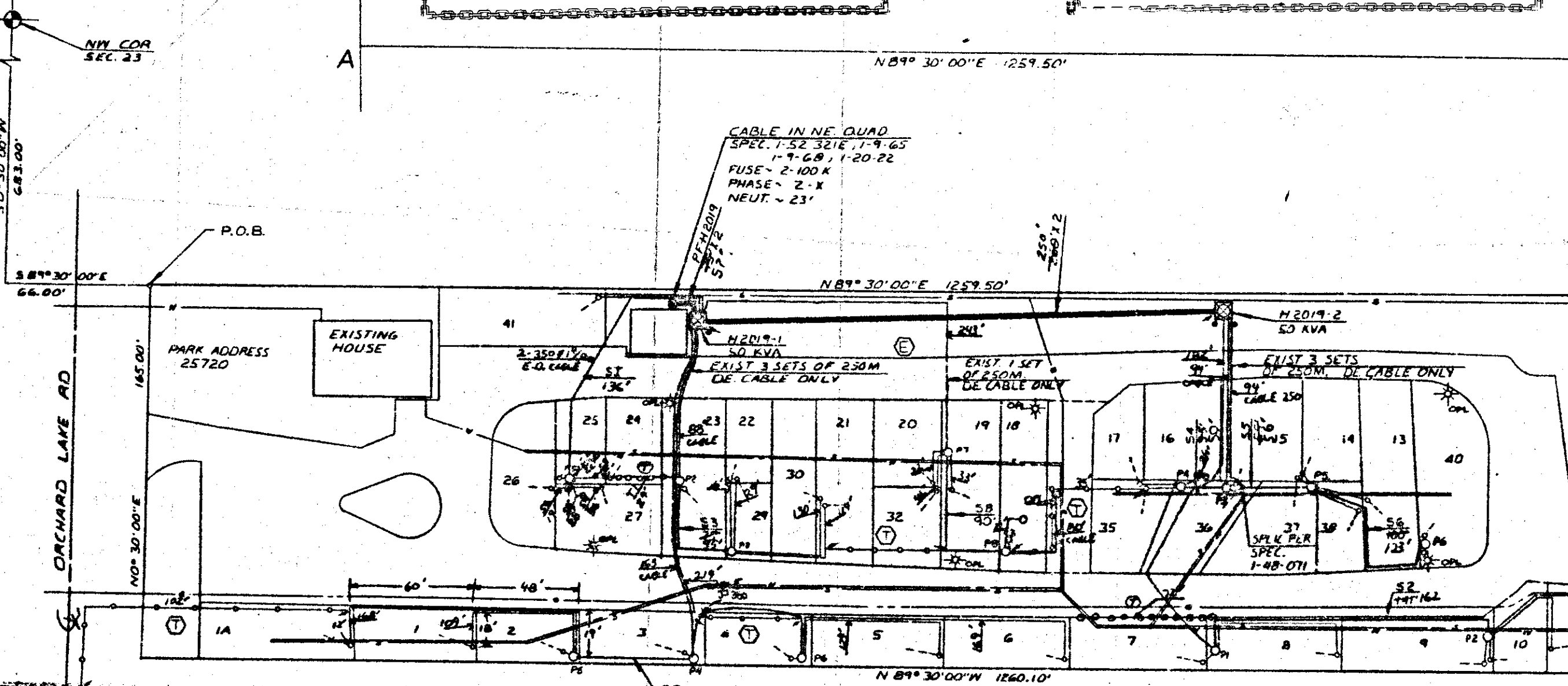
JOINT LINE	LENGTH	DEPTH	WIDTH
1-168	1240'	24"	36"
2-55	274'	24"	36"
3-66	317'	24"	36"

— GENERAL NOTES —
 TRENCHING TO BE DONE BY D.E.C.
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
 SEE SECTION 48 FOR LINE CONSTRUCTION STANDARDS FOR TRUNK LINE DETAILS.
 SEE PAGE 32 H (14A) DETAIL FOR BRANCH LINE DETAILS (IF APPLICABLE).
 SEE SECTION 48 FOR LINE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES.
 TRANSFORMERS AND PEDESTALS (SHOWN ONLY)
 D.E. SERVICE PLANNER G. WHITE 645-9109
 TEL. CO. SCOTT DOGEE 768-5811
 GAS CO.
 OTHER: OAKLAND & BIRMINGHAM - FRANK MISHAL - 251-2700
 CONTACT "MISS DIG" 800-482-7171 BEFORE DOING ANY EXCAVATION.
 EASEMENTS INDICATED BY OUR CENTERLINE ARE IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

CITY OF _____ COUNTY, NOTIFICATION ONLY _____
 STATE YES NO

N.W. COR. SEC. 23



RECORDED RIGHT OF WAY
R33603

START DATE
 4-21-80

D	C	B	A
REVISION	REVISION	REVISION	REVISION
			AS INSTALLED START DATE 4-30-80 FINISH DATE 5-16-80 NOTES & MEAS. BY DE
DRAWN BY	CHECKED BY	APPROVED BY	DATE
			6-16-80

THE DETROIT BRON COMPANY
 SERVICE PLANNING

OAKLAND HILLS TRAILER PARK
 PART OF THE N.W. 1/4 OF SEC. 23
 FARMINGTON HILLS

OAKLAND CO. MICHIGAN

SCALE 1" = 30'
 NUMBER OF SHEETS 37
 SHEET NUMBER 36784090
 DRAWN BY J. BAUM
 CHECKED BY G. WHITE
 APPROVED BY G. WHITE
 DATE 3-21-80

COPY ORDER NUMBER 80A-63826

RECORDED RIGHT OF WAY NO. 33603

R 33603

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