

TURTLE CREEK APARTMENTS

Detroit Edison

Right of Way Agreement

(80 22451)

3/10/15

LIBER 7968 PAGE 319

2-26-19 80

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 Pontiac, 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 Ten (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, employees 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:

Lushman S. Grewal
LUSHMAN S. GREWAL

Gladys Y. Cooke
GLADYS Y. COOKE

SINGH ASSOCIATES
A Michigan Co-Partnership
File No. 502-75, April 25, 1975
Oakland County Records

Gurmale Singh Grewal
GURMALE SINGH GREWAL, Co-Partner

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

Address: 310 American Center Bldg.
Southfield, Michigan 48034

RECORDED RIGHT OF WAY NO. 33794

REGISTER OF DEEDS
DE 963-187 10-79 CS (D.E. URD-MBT)

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

11.06.15

STATE OF MICHIGAN)
COUNTY OF MACOMB)

LIBER 7968 PAGE 320

(LIBER 7749 PAGE 467)

Personally came before me this 26 day of February 1980, GURMALE SINGH GREWAL, Co-Partner, of the above named Co-Partnership, to me known to be the person who executed the foregoing instrument, and to me known to be such Co-Partner of said Co-Partnership and acknowledged that he executed the foregoing instrument as such Co-Partner as the free act and deed of said Co-Partnership.

GLADYS Y. COOKE
Notary Public, Macomb County, Michigan
My Commission Expires September 26, 1983

Gladys Y. Cooke Macomb
Notary Public, County, Michigan

My Commission Expires: 9-26-83

WITNESSES:

William W. Minke
WILLIAM W. MINKE

Jacquelyn T. Campbell
JACQUELYN T. CAMPBELL

YLVISAKER INVESTMENT COMPANY
A Michigan Limited Partnership
File No..285-68, May 3, 1968
Oakland County Records
875 Canterbury Crescent
Bloomfield Hills, Michigan 48013

John R. Ylvisaker
John R. Ylvisaker, General Partner

RECORDED IN BOOK OF MAY 1980 33797

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

Personally came before me this 15 day of FEBRUARY 1980, John R. Ylvisaker, General Partner of the above named Michigan Limited Partnership, to me known to be the person who executed the foregoing instrument and to me known to be such General Partner of said Michigan Limited Partnership, and acknowledged that he executed the foregoing instrument as such General Partner as the free act and deed of said Michigan Limited Partnership, by its' authority.

WILLIAM W. MINKE
Notary Public, Oakland County, Michigan
My Commission Expires October 31, 1983

William W. Minke
Notary Public, County, Michigan

My Commission Expires: _____

APPENDIX "A"

A parcel of land lying the the northeast 1/4 of Section 15, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, described as commencing at the northeast corner of Section 15; thence North 89°59'35" East, 14.60 feet; thence South 25°36'59" West, 903.76 feet; thence South 10°09'50" West, 552.44 feet; thence along a curve to the right having a radius of 2052.77 feet, a central angle of 0°47'50", and a chord bearing South 10°33'45" West, 28.56 feet, for an arc distance of 28.56 feet, to the point of beginning; thence continuing along said curve to the right, being 59.00 feet West of, and parallel to the centerline of the southbound lane of Perry Road (M-24), through a central angle of 14°03'37", a chord bearing South 17°59'28" West, 502.47 feet, for an arc distance of 503.74 feet; thence North 89°59'00" West, 693.47 feet; thence North 0°06'40" West, 618.34 feet; thence North 89°59'35" East, 531.30 feet; thence South 66°10'23" East, 348.26 feet; to the point of beginning. Containing 470,962 square feet or 10.812 acres. Including proposed road 60 feet R.O.W. Subject to easements and right-of-ways of record, if any.

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

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

FOR RE & RW DEPT USE	DATE REC'D 1-2-80	DE-BELL NO. 0B 80-1
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TO: JIM ROBERTSON

REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

Application No. 0-6875

DISTRICT OAKLAND

Date 12-27-79

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).

INFORMATION:

1. Project name TURTLE CREEK APARTMENTS County OAKLAND

City/Township/Village PONTIAC Section No. 15

Type of Development Subdivision Mobile Home Park
 Apartment Complex Other

2. Name of Owner SINGH ASSOCIATES Phone No. 357-0077

Address 310 AMERICAN CENTER BLDG. SOUTHFIELD, MI 48034

Owner's Representative GURMALE SINGH GREWAL Phone No. 357-0077

3. Date Service is Wanted MAY 15, 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

a. Name of other utilities MICHIGAN BELL TELEPHONE

b. Other utility engineer names, addresses, phone numbers: M.B.T. - PAT WILKISON, 338-0590

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 *Kenneth S. Walt*
SERVICE PLANNING DEPARTMENT

Address _____ Phone X-4207

33794

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

AGREEMENT, made this 30 day of June, 1980, between The Detroit Edison Company, hereinafter called the "Company" and Singh Associates, with offices at 25484 Meadowbrook, Novi, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 50 120/240 volt secondary service to 14 lots/buildings numbered 1 thru 14 in the development known as Turtle Creek Apartments (hereinafter called the "Development") located in Township 2N, Range 10E, Section 15, City of Pontiac, 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 # 80A-63932 dated April 29, 1980, 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.

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 6,136.00. 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 or larger widths if required due to field conditions, 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 Developer agrees that where sewer lines parallel electric and communication lines, sewer taps shall be extended into each lot for a distance of one (1) foot beyond the easement limits.

7. 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.

8. 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.

9. 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 Company 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 final grade. 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 July 9, 1980, 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.

10. If the Company, in its sole judgement, 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.

11. 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.

12. 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 supercede the affected terms and provisions hereof.

13. 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 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.

14. 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.

15. 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:

Singh Associates

Attn: Jerry Sewell

25484 Meadowbrook

Novi, Michigan 48050

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.

16. This Agreement supercedes 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
Its Director of Service Planning

DEVELOPER

By Jerry Sewell Singh Associates
Its Partner

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>2,440</u> trench feet x \$1.90 per trench foot =	\$ <u>4,636.00</u>
		<u>375</u> KVA of installed transformer capacity x \$4.00	\$ <u>1,500.00</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>6,136.00</u>

ATTACHMENT D

AGREEMENT NUMBER C280J155

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

Estimated Direct Construction Cost	\$ 7,320.00
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost	\$ 62,500.00
(\$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	\$ -0-
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ 6,136.00
TOTAL PAYMENT REQUIRED	\$ 6,136.00

**Detroit
Edison**

Oakland Division
30400 Telegraph Road
Birmingham, MI 48010
(313) 646-0900

DATE: June 19, 1980

Singh Associates

25484 Meadowbrook

Novi, Michigan 48050

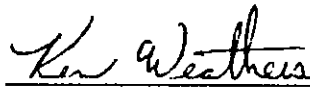
RE: Turtle Creek Apartments

Gentlemen:

Pursuant to establishing a field construction date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until this is accomplished.

Please sign and return two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours,



SERVICE PLANNER

KW: dp

6-23-80

DATE

CERTIFICATE

I/We, the undersigned, hereby certify to the Detroit Edison Company that all grading in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four (4) inches of final grade.

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground construction drawing No. 80A-63932 for this development is in my/our possession and will be used for this purpose.

Name

Title

Name

Title

Date

(1) Retention agreement.
(2) Encroachment.
(3)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Transamerica Title Insurance Company

a California corporation, licensed to do business in the State of MICHIGAN, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

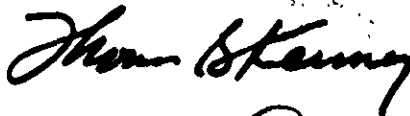
This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate ninety (90) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned below by a validating officer or authorized signatory.

In Witness Whereof, Transamerica Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

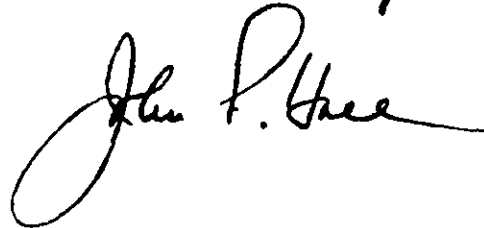
Transamerica Title Insurance Company

By



President

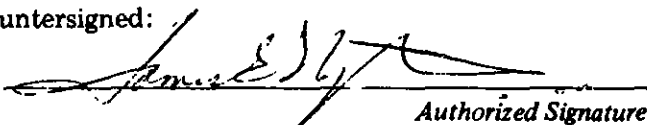
By



Secretary

Countersigned:

By


Authorized Signature

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES

FOR ALL MORTGAGE POLICIES:

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

FOR ALTA MORTGAGE POLICIES WITHOUT EXCEPTIONS:

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

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

PROVISIONS APPLICABLE TO ALL POLICIES

If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject land which may arise after the date hereof and which have not been eliminated to the satisfaction of the Company. This commitment is subject to the terms, provisions, conditions and stipulations of the form of policy applied for by the respective applicants. Owner's Policies and Mortgage Policies With Exceptions will be issued with the standard exceptions set forth below.

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the Register of Deeds of the county in which the subject land is located, the policy to be issued will contain a clause providing that there shall be no liability thereunder to the extent that loss or damage arises from the failure to record the instrument or instruments necessary to evidence such estate or interest.

EXCLUSIONS FROM COVERAGE OF ALL POLICIES

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.

EXCLUSIONS FROM COVERAGE APPEARING ONLY IN MORTGAGE POLICIES

1. 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 or acquired the insured mortgage 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 (except to the extent insurance is afforded herein as to any statutory lien for labor or material or right thereto).
2. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.
3. Usury, or any consumer credit protection or truth in lending law.

Prepared for: Bernard F. Finn

Your Ref:

SCHEDULE A

1. Effective date: December 5, 1978 at 8:00 a.m. Commitment No. 86-110666

2. Policy or Policies to be issued: Amount

(a) Michigan Region ALTA Owner's Policy - Form B - 1970 \$ 240,000.00

Proposed Insured: Singh Associates, a Michigan Co-Partnership

(b) Michigan Region ALTA Loan Policy, without exceptions - 1970 \$ _____

Michigan Region ALTA Loan Policy, with exceptions - 1970 \$ _____

Proposed Insured:

3. Title to fee simple estate or interest in said land is at the effective date hereof vested in:
Ylvisaker Investment Company, a Michigan Limited Partnership

4. The land referred to in this Commitment is located in the City of Pontiac
County of Oakland, State of Michigan, and described as follows:

SEE ATTACHED RIDER

SCHEDULE A - (Continued)

A parcel of land lying in the Northeast one-quarter of Section 15, Town 3 North, Range 10 East, described as commencing at the Northeast corner of section 15, thence North 89 degrees 59 minutes 35 seconds East, 14.60 feet; thence South 25 degrees 36 minutes 59 seconds West, 903.76 feet; thence South 10 degrees 09 minutes 50 seconds West 552.44 feet; thence along a curve to the right having a radius of 2052.77 feet, through a central angle of 14 degrees 56 minutes 12 seconds, a chord bearing South 17 degrees 37 minutes 55 seconds West, 533.63 feet, for an arc distance of 535.14 feet to the point of beginning; thence continuing along said curve to the right, being 59.00 feet West of, and parallel to the centerline of the South bound lane of Perry Road (M-24), through a central angle of 12 degrees 54 minutes 30 seconds, having a chord bearing South 31 degrees 33 minutes 17 seconds West, 461.50 feet, for an arc distance of 462.47 feet; thence North 00 degrees 06 minutes 40 seconds West 393.33 feet; thence South 89 degrees 59 minutes 00 seconds East 242.27 feet to the point of beginning.

JS/rl

SCHEDULE B

I. Requirements. The following are the requirements to be complied with:

1. Standard requirements set forth on inside front cover.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
3. A copy of the partnership agreement of Ylvisaker Investment Company, a Michigan Limited Partnership and all amendments thereto must be furnished to the Company. This commitment is subject to such further requirements as may then be deemed necessary.
4. A copy of the executed land contract between recited owner as seller and recited purchaser must be furnished to the Company if said document is not to be recorded.
5. PAYMENT OF TAXES:

1978 City Tax: Paid in the amount of \$4,479.77

1978 County Tax: Due in the amount of \$851.43, plus penalty and interest if any.

Note: The above taxes are assessed against a larger parcel than the land described on Schedule A, Paragraph 4.

II. Exceptions. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Standard exceptions set forth on inside back cover.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SEE ATTACHED RIDER

EXCEPTIONS SCHEDULE B - (Continued)

3. Covenants, conditions and provisions contained in the proposed land contract as required in Paragraph 4, Schedule B, Part I above.
4. Rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes for Perry Road.
5. Terms, conditions and provisions contained in and disclosed by the instrument dated October 8, 1973, recorded October 24, 1973, in Liber 6192, Page 222.

EXCLUSION FROM COVERAGE APPEARING ONLY IN OWNER'S POLICIES

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.

STANDARD EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

OWNER'S POLICIES:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanic's liens not of record.
4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.

MORTGAGE POLICIES WITH EXCEPTIONS:

1. Rights or claims of parties in possession not shown of record.
2. Mechanic's liens not of record.
3. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.

CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

RECORDED RIGHT OF WAY NO. 33797

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

RECORDED RIGHT OF WAY NO. 33797