

Detroit Edison

Right of Way Agreement

84 11074

1-9
25-

AUG 7-18, 1983

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.

4

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. If the lines or 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.

4. No shrubs or 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.

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:

Paul J. McNameara
Paul J. McNameara

Helen M. Heapy
Helen M. Heapy

Mary J. Dawe
Mary J. Dawe

Prepared By: James McDonald
30400 Telegraph
Birmingham, MI 48010

Address: 29226 Orchard Lake
Suite 75
Farmington Hills, MI 48018

RECORDED RIGHT OF WAY NO. 37908

"as installed"

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

RED. OVER

15.00
2.00

APPENDIX "A"

Lot 104 and 105 and the West 200 feet of Lots 102 and 103 of Supervisor's Noble Brook Farms Plat No. 2 as recorded in Liber 56, page 46 of Plats, O.C.R.

56046

(4)

Part of the West 1/2 of Sec. 25, T1N, R9E, City of Farmington Hills, Oakland County, Michigan

Tax Parcel 23-25-301-006 (Lot 105)
23-25-301-007 (Lot 104)
23-25-301-008 (West 200' Lots 102 & 103)

RECORDED RIGHT OF WAY NO. 34908

Cheryl Ann Brunette

WITNESS CHERYL ANN BRUNETTE

Charles E. Cassar

Charles E. Cassar

Sherry Lee Bennett

Sherry Lee Bennett

Mary Cassar

Mary Cassar

Cheryl Ann Brunette

Cheryl Ann Brunette

Edward G. Cassar

Edward G. Cassar

Sherry Lee Bennett

Sherry Lee Bennett

Josephine Cassar

Josephine Cassar

Cheryl Ann Brunette

Cheryl Ann Brunette

John A. Cassar

John A. Cassar

Sherry Lee Bennett

Sherry Lee Bennett

Lynn M. Cassar

Lynn M. Cassar

Cheryl Ann Brunette

Cheryl Ann Brunette

Richard A. Cassar

Richard A. Cassar

Sherry Lee Bennett

Sherry Lee Bennett

Linda J. Cassar

Linda J. Cassar

Patton Building Company

M. M. Bradley

M. M. BRADLEY

By: Dwight Patton, Sec-Treas.
DWIGHT PATTON, SEC-TREAS.

P. A. Reeves

P. A. REEVES

By: _____

Sam Cassar and Company,
a Michigan Co-Partnership

Cheryl Ann Brunette

Cheryl Ann Brunette

By: Charles E. Cassar, PARTNER
Charles E. Cassar, PARTNER

Sherry Lee Bennett

Sherry Lee Bennett

Ohio
STATE OF MICHIGAN)
County of Allen) SS.

On this 18th day of July, A.D. 1983, before me, the undersigned, a notary public in and for said county, personally appeared Helen M. Heapy, a single woman known to me to be the person who executed the foregoing instrument, and acknowledged the same to be her free act and deed.

Paul J. McNamee
Notary Public, State of Ohio County, Mich.

My Commission Expires: _____

PAUL J. MCNAMEE, Notary Public, State of Ohio
My Commission Expires November 12, 1987

RECORDED RIGHT OF WAY NO.

34965

STATE OF MICHIGAN)
) SS.
County of OAKLAND)

On this 22 day of July, A.D. 1983, before me,
the subscriber, a notary public in and for said County, appeared
Dwight Patton and _____
to me personally known, who being by me duly sworn did say that they are the
SECT and TREAS
of Patton Building Company, a Michigan Corporation and that the seal affixed
to said instrument is the corporate seal of said corporation and said instru-
ment was signed and sealed in behalf of said corporation by authority of its
board of directors and DWIGHT PATTON and
_____ acknowledged said instrument
to be the free act and deed of said corporation.

Margaret M. Bradley
MARGARET M. BRADLEY
Notary Public, OAKLAND County, Mich.

My Commission Expires: 03.30.85

MARGARET M. BRADLEY
Notary Public, Genesee County, MI
My Commission Expires Mar. 30, 1985
Acting in Oakland Co.

STATE OF MICHIGAN)
) SS.
County of OAKLAND)

On this 8 day of August, A.D. 1983, before me,
the undersigned, a notary public in and for said county, personally appeared
Charles E. Cassar and MARY CASSAR, his wife, and Edward G.
Cassar and Josephine Cassar, his wife, and John A. Cassar and
LYNN M. CASSAR, his wife, and Richard A. Cassar and
LINDA J. CASSAR, his wife, known to me to be the persons
who executed the foregoing instrument, and acknowledged the same to be their
free act and deed.

William J. Reilly
Notary Public, OAKLAND County, Mich.

My Commission Expires: NOV 15, 1986

WILLIAM J. REILLY
Notary Public, Oakland County, MI
My Commission Expires Nov. 15, 1986

STATE OF MICHIGAN)
) SS.
County of OAKLAND)

On this 8 day of August, A.D. 1983, before me,
the undersigned, a notary public in and for said county, personally appeared
Charles E. Cassar, co-partner of Sam Cassar and Company,
a Michigan Co-Partnership known to me to be the person who executed the
foregoing instrument, and acknowledged the same to be his free act and deed
of said co-partnership.

William J. Reilly
Notary Public, OAKLAND County, Mich.

My Commission Expires: NOV. 15, 1986

WILLIAM J. REILLY
Notary Public, Oakland County, MI
My Commission Expires Nov. 15, 1986

RECORDED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF OAKLAND COUNTY, MICHIGAN
3497

MEMORANDUM ORDER
FOR GENERAL USE
DESIGN NO. 77 12-53

TO RECORDS CENTER

DATE 2-13-84 TIME

Please set-up R/W file for: MAPLE RIDGE APTS.

Being a part of W. 1/2

of Section 25, CITY OF FARMINGTON

HILLS Oakland County, Michigan.

COPIES TO

SIGNED

Walter E. Louchie

James D. McDonald

272 Oakland Division Hqtrs.

REPORT

DATE RETURNED

TIME

SIGNED

RECORDED RIGHT OF WAY NO.

34908

To (Supervisor RL & R/W) <u>J. ROBERTSON</u>	For RL & R/W Dept Use	Date Received <u>6-10-83</u>	DE/Bulk/CP No
District <u>OAKLAND</u>	Date <u>6-10-83</u>	Application No <u>OE 83-10J</u>	

We have included the following necessary material and information

Material:

- A Proposed Subdivision
 - 1 copy of complete final proposed plat - All pages
- or
- B Other than proposed subdivision (condo, apts, mobile home park - other)
 - 1 Property description ✓
 - 2. Site plan ✓
 - 3. title information (deed, title commitment, contract with title commitment, or title search). ✓

Note: Do not submit application for URD easements until all above material has been acquired

Information

1 Project Name <u>MAPLE RIDGE APT'S</u>	County <u>OAKLAND</u>
City/Township/Range <u>FARMINGTON HILLS</u>	Section No <u>25</u>

Type of Development

- Proposed Subdivision
- Apartment Complex
- Condominium
- Subdivision
- Mobile Home Park
- Other

2 Name of Owner <u>SAM CASSAR & Co</u>	Phone No. <u>851-4477</u>
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Address:
29226 ORCHARD LAKE SUITE 75, FARMINGTON HILLS, MICH 48018

Owner's Representative	Phone No.
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Date Services Agreed
8-1-83

4 Entire Project will be developed at one time Yes No

5 Joint easements required - Michigan Bell Telephone MR. W. BUCHANAN # 540-0201 EXT 34 Yes No
 - Consumers Power Yes No

a Name of Other Utility (Name Michigan Bell Telephone or Consumers Power)

b Other Utility Engineer Names	Phone Numbers
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Addresses

6 Additional Information or Comments

RECORDED RIGHT OF WAY NO. 34908

Note: Trenching letter attached will be submitted later

Service Planner <u>R. SOUSA</u>	Engineer/Service Planning Supervisor <u>Joseph Mauer</u>
Phone No.	Address

COMMITMENT FOR TITLE INSURANCE

First American Title Insurance Company

1650 W. BIG BEAVER ROAD
P.O. BOX 1289

of MID-AMERICA

TROY, MICHIGAN 48099

EFFECTIVE DATE: **May 2, 1983 at 8 am**

COMMITMENT NO. **63-207125**

FIRST AMERICAN TITLE INSURANCE COMPANY of MID-AMERICA, a Missouri Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon payment of the prescribed premium. THE POLICY WILL BE ISSUED SUBJECT TO EACH ENCUMBRANCE AND EXCEPTION LISTED BELOW, OR WHICH ARISES AFTER THE EFFECTIVE DATE HEREOF, UNLESS ELIMINATED TO OUR SATISFACTION.

FORM OF POLICY
TO BE ISSUED

A.L.T.A. OWNER'S POLICY
\$ **INFORMATIONAL
PURPOSES**

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

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

PARTY TO BE INSURED

NAMES TO BE FURNISHED LATER

DESCRIPTION OF REAL ESTATE

Situated in **City of Farmington Hills,** **Oakland** **County, Michigan**

**West 200 feet of Lots 102 and 103 and all of Lots 104 and 105,
Supervisor's Noble Brook Farms Plat No. 2, as recorded in liber 56,
page 46 of Plats, Oakland County Records.**

**Tax Item No. 23-25-301-006 (lot 105); 23-25-301-007 (lot 104) and
23-25-301-008 (West 200 feet of Lots 102 and 103).**

OWNER, ENCUMBRANCES, EXCEPTIONS AND REQUIREMENTS.

1. Owner: **Helen M. Heapy, survivor of herself and her deceased husband,
James C. Heapy, whose death certificate is recorded in
liber 4149, page 557, as to the West 200 feet of Lots 102
and 103.**

**Interest of Charles E. Cassar, Edward G. Cassar, John A. Cassar and
Richard A. Cassar, purchasers in an unrecorded land contract wherein
the above owner was seller, as to the West 200 feet of Lots 102 and 103.**

OWNER: Patton Building Company, as to Lot 104.

**Interest of Charles E. Cassar, Edward G. Cassar, John A. Cassar and
Richard A. Cassar, purchasers in an unrecorded land contract wherein
the above owner was seller, as to Lot 104.**

OWNER: Sam Cassar and Company, a Michigan Co-partnership, as to Lot 105

2. **Riparian rights in the stream which runs over subject property,
as shown on the plat.**

3. **Building and use restrictions contained in instrument recorded in
liber 2933, page 590 and liber 1761, page 512.**

4. **1982 City Taxes: Paid \$303.64 (008).
Paid \$442.37 (007).
Paid \$458.08 (006).
1982 County Taxes: Paid \$415.32 (006).
Paid \$401.08 (007).
Paid \$319.52 (008).**

If countersigned by an authorized officer or agent of the company,
this commitment is valid and binding for a period of 90 days from the date hereof.

COUNTERSIGNED:


Michael Cole
Authorized Signature

First American Title Insurance Company
of MID-AMERICA


PRESIDENT

RECORDED RIGHT OF WAY NO

37908

mj

This Contract, made the 4th day of December, 1980

BETWEEN Helen M. Heaphy of the city of Lima, Ohio County of _____ and State of Michigan, hereinafter referred to as the "Seller" and Charles E. Cassar, Edward G. Cassar, John A. Cassar and Richard A. Cassar hereinafter referred to as the "Purchaser,"

WITNESSETH, That in consideration of the mutual covenants to be performed between the respective parties hereto as hereinafter expressed and the sum of Twenty-Nine Thousand

Dollars to be duly paid by the Purchaser to the Seller, as hereinafter specified, it is agreed between the parties hereto as follows:

1. The Seller hereby sells and agrees to convey unto the Purchaser all that certain piece or parcel of land situated in the City of Farmington Hills County of Oakland and State of Michigan, and described as follows, to-wit:

West 200 feet of
Lots #102 and #103 Supervisors Noble Brook Farms Plat #2 As Recorded
in Liber 56, page 46 of Plats,

Tax Item 23-25-301-008.

2. Said Purchaser hereby purchases said premises of the Seller and agrees to pay the Seller therefor the said sum of Twenty Nine Thousand.....Dollars in manner following: Five Thousand..... Dollars on delivery of this contract, the receipt whereof is hereby confessed and acknowledged by said Seller, and the remaining _____ Dollars the sum which is secured by this contract, together with interest on the whole sum that shall be from time to time unpaid at the rate of Nine _____ per cent per annum, payable as follows:

Payable in monthly installments of at least \$500.00 due on the 4th day of each month beginning January 4, 1981. All of the purchase money and interest shall, however, be fully paid within four years from December 4, 1980.

said Purchaser to have the right to pay larger installments than above provided for and to pay the whole or any part of the balance remaining unpaid on this contract at any time before the same, by the terms hereof, becomes due and payable.

3. Said Purchaser shall pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

"If the amount of the estimated monthly cost of taxes, assessments and insurance is inserted in the following paragraph 3(a), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then paragraph 3(a) shall be of no effect and the method of payment provided in the preceding paragraph shall be effective."

(a) Said Purchaser shall pay monthly in addition to the monthly payments hereinbefore stipulated the sum of _____ Dollars, which is an estimate of the monthly cost of the taxes, assessments and insurance for said premises, which shall be credited by Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

4. All buildings, trees or other improvements now on said premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract and may not be removed therefrom.

RECORDED RIGHT OF WAY NO.

34908

5. Should Purchaser fail to perform, this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land;

or if default is made by the Purchaser in any of the provisions hereof and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary. ²

6. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the said premises and all improvements in as good condition as they are now.

7. If the Purchaser shall, in the time and manner above specified, make all of the payments provided for and shall observe and perform all conditions and agreements herein, Seller shall thereupon, by good and sufficient warranty deed, convey said premises to the Purchaser on the conditions herein agreed upon and the Seller shall deliver with said warranty deed, at Seller's option, a title insurance policy commitment dated the approximate date of conveyance or a complete abstract of title and tax history of said premises certified to date of conveyance, showing marketable title in the Seller, provided however, that the warranty deed, and the abstract and tax history or title insurance policy, commitment shall be limited so as to except acts or negligence of parties other than the Sellers subsequent to the date of this contract.

8. Possession of said premises may be taken by said Purchaser on and retained for so long as no default is made by said Purchaser in any of the terms or conditions hereof.

9. Purchaser may sell, transfer or assign or contract to sell, transfer or assign all or any portion of Purchaser's interest in said premises subject to the provisions provided herein; provided that if all or any part of said premises, or any interest therein, is sold, transferred or assigned by Purchaser without Seller's prior written consent, Seller may, at its election, declare all sums owing on this contract to be immediately due and payable, notwithstanding anything contained herein to the contrary. Failure of Seller to elect as provided above shall not constitute a waiver of Seller's election. In the event Seller elects to accelerate, Seller shall mail to Purchaser notice of acceleration and such notice shall provide a period of not less than 30 days from the date of mailing such notice within which Purchaser may pay the sums declared due. If Purchaser fails to pay such sums prior to the expiration of such period, Seller may, without further notice or demand, invoke the remedies provided by paragraph 5 hereof. ³

10. No assignment or conveyance by Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof duly witnessed, together with the residence address of such Assignee, shall be delivered to the Seller, but in the event of assignment, such notice to the Seller or acceptance of same by him or acceptance of payment made by Assignee shall constitute a change of parties and privity of contract and a novation between the Seller and the Assignee and enable the Seller to maintain any suit or action for payment, specific performance, deficiency or summary proceedings for possession against the Assignee alone. ⁴

11. The Seller reserves the right to convey his interest in the above described land and his conveyances thereof shall not be a cause for rescission. ⁵

12. If more than one joins in the execution hereof as Seller or Purchaser, or either be of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter respectively.

13. It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this contract and all stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

14. This land contract and the conveyance to be made in fulfillment hereof are made subject to all building restrictions, easements and reservations in the chain of title, or of record, or which would show on examination of the premises.

"This form does not comply with the disclosure requirements of the Interstate Land Sales Act or the Michigan Land Sales Act regarding sales of unimproved lots or parcels. Use addendum for disclosures where required."

THE PURCHASERS HEREBY CERTIFY THAT THEY HAVE READ AND UNDERSTAND THE DEFAULT PROVISIONS CONTAINED IN PARAGRAPH 5 ABOVE AND SELLER'S REMEDIES IN THE EVENT OF DEFAULT WHICH ENTITLE SELLER TO FORFEIT OR FORECLOSE THIS CONTRACT WITH OR WITHOUT COURT PROCEEDINGS.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Executed by Seller in the presence of

Pamela Allen
Ethel E. Harvath

Helen M. Heaphy (L. S.)
Helen M. Heaphy
..... (L. S.)
..... (L. S.)

Executed by Purchaser in the presence of

Janice H. Ford
Roseanne Attard

Charles G. Cassar (L. S.)
Charles G. Cassar
Edward G. Cassar (L. S.)
Edward G. Cassar
John A. Cassar (L. S.)
John A. Cassar

Richard A. Cassar
Richard A. Cassar

RECORDED FROM OF TRY NO

34908

STATE OF MICHIGAN

County of Oakland

On this 4th day of December

nine hundred Eighty

for said County, personally appeared

ss.

day of December

in the year one thousand

, before me, the subscriber, a Notary Public in and Charles E. Cassar, Edward G. Cassar, John A. Cassar and Richard A. Cassar.

to me known to be the same person described in and who executed the within instrument, who respectively acknowledged the same to be their free act and deed.

WILLIAM J. REILLY

Notary Public, State of Michigan
My Commission Expires

William J. Reilly

Notary Public.

My commission expires NOV 14, 1982 19

Oakland

County, Michigan.

IN WITNESS OF HELEN M. HEAPHY SIGNITURE TO THE LAND CONTRACT AGREEMENT DATED DEC. 4, 1980 AND NOTORIZED HEREBY:

STATE OF OHIO
COUNTY OF Allen

On this 4th day of December in the year 1980. before me, the subscriber, a Notary Public in and for said county, personally appeared Helen M. Heaphy to me known to be the same person described in and who executed the attached instrument, who respectfully acknowledge the same to be her free act and deed.

Ethel E. Horvath

NOTARY PUBLIC

MY COMMISSION EXPIRES 6-11-83

Allen

COUNTY, OHIO

ETHEL E. HORVATH
Notary Public, State of Ohio
My Commission Expires 1983

RECORDED RIGHT OF WAY NO.

34908

Dated.....

IN PRESENCE OF

IN PRESENCE OF [Signature Lines] Assignee.

The undersigned, the Seller..... in said contract, acknowledge..... that..... ha received a duplicate of the above assignment and acceptance and consent. ... to said assignment.

Dated.....

IN PRESENCE OF

IN PRESENCE OF [Signature Lines] Seller.

NOTE. Extra copies of this form of Assignment, separate from Contract, may be obtained by ordering Blank No 5049 This Blank is Sold by The Riegler Press, Inc., Flint, Michigan.

RETURN TO: MAX ISLEY, Attorney, 1751 W. Fairview, Flint, Mich. 48805

This Contract, Made this 2nd day of June, 1980, between Patton Building Company

Parties

hereinafter referred to as the "Seller," whose address is 29350 Wall Street, P.O. Box 542, Wixom, Michigan 48096 and Charles E. Cassar, Edward G. Cassar, John A. Cassar and Richard A. Cassar

hereinafter referred to as the "Purchaser," whose address is 29226 Orchard Lake Rd., Farmington Hills, Michigan

Witnesseth:

Description of Premises

1. THE SELLER AGREES AS FOLLOWS:

(a) To sell and convey to the Purchaser land in the City of Farmington Hills, Oakland County, Michigan, described as: Lot #104 Supervisors Noble Brook Farms Plat #2 as recorded in Liber 56, page 46 of Plats, Tax Item #23-25-301-007

together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and

now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

Terms of Payment

(b) That the consideration for the sale of the above described premises to the Purchaser is:

Fifty Thousand (\$ 50,000.00) DOLLARS,

of which the sum of Ten Thousand (\$ 10,000.00) DOLLARS,

has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of Forty Thousand (\$ 40,000.00) DOLLARS,

is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of Eight & 1/4 (8 1/4 %) per cent. per annum while the Purchaser is not in default, and at the rate of Eight & 1/4 (8 1/4 %) per cent. per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid in monthly installments of

Six Hundred (\$ 600.00) DOLLARS

each, or more at Purchaser's option, on the 2nd day of each month, beginning July 2nd, 1980; said payments to be applied first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within

Three (3) years from the date hereof, anything herein to the contrary notwithstanding.

Seller's Duty to Convey

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns.

To furnish Title Evidence

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the BURTON ABSTRACT AND TITLE COMPANY of Detroit. The Seller shall have the right to retain possession of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.

Purchaser's Duties

2. THE PURCHASER AGREES AS FOLLOWS:

(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided.

(b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.

(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.

To Pay Taxes and keep Premises Insured

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

Alternate Payment Method

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective.

Insert amount, if advance monthly installment method of taxes and insurance is to be adopted

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of _____ DOLLARS, which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

Acceptance of Title and Premises

(f) That he has examined Title Insurance Policy dated May 1, 1980 covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

RECORDED PER CITY OF DETROIT

3468

and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon in the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at seven per cent. per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate applicable during Purchaser's default as set forth in Paragraph 1 (b) hereof.

(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant removed and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within that time.

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the deed to be made in fulfillment hereof.

(i) Time shall be deemed to be of the essence of this contract.

(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with first class postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

(l) _____

The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written.

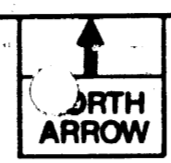
Signed in the presence of:
Sandra Hutton
Brenda M Young

Charles E. Cassar
Charles E. Cassar
Howard G. Cassar
Howard G. Cassar
John A. Cassar
John A. Cassar
Richard A. Cassar
Richard A. Cassar
Dwight Patton
Dwight Patton, Patton Building Company
Secretary

Mortgage by Seller
Encumbrances on Seller's Title
Non-payment of Taxes or Insurance
Assignment by Purchaser
Possession
Right to Forfeit
Acceleration Clause
Notice to Purchaser
Additional Clauses

RECORDED RIGHT OF WAY NO. 34908

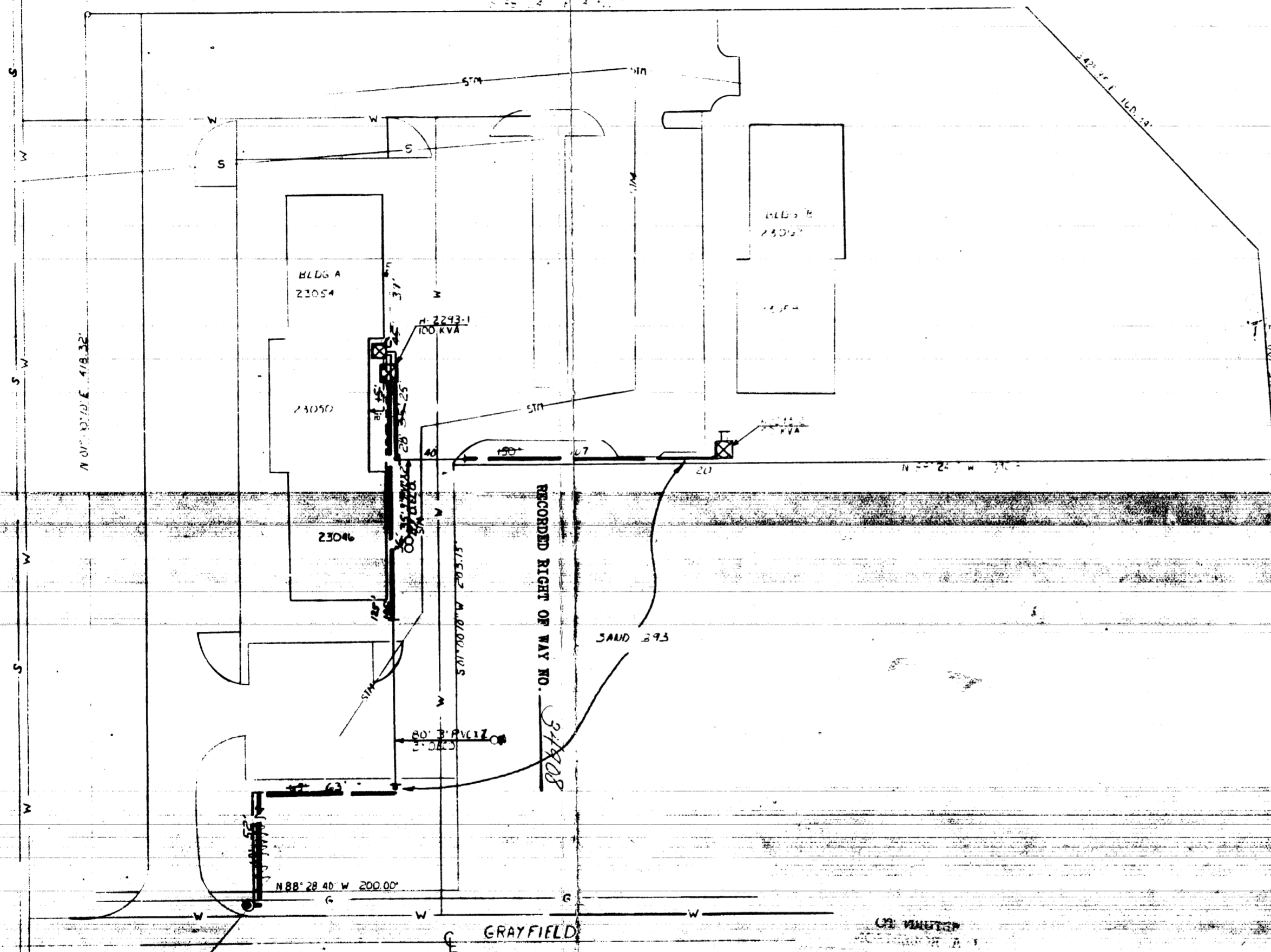
8865 586



8865 587

8865 588

LOCATION SKETCH



TRANSFORMER DATA

UDT NO	SIZE	ED STK NO
1	100 KVA	
2	100 KVA	

TRANSFORMER SPECS
 PEDESTAL SPEC
 NO OF PEDESTALS
 NO OF TEMPORARY CABLE MARKERS
 TEMPORARY CABLE MARKER SPEC
 SECONDARY CONNECTION BOX SPEC

CODE

- ⊙ TEMPORARY SECONDARY PEDESTAL TEMPORARY CABLE MARKER
- ⊠ DFT DEAD FRONT TYPE
- ⊡ DFT NON SWITCHING - LIVE FRONT TYPE
- ⊞ DFT 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 EDISON TRENCH ONLY
- ⊞ TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT
- ⊞ SEP DOWN CABINET

CABLE SUMMARY

ITEM #	DESCRIPTION	QUANTITY
1	400X100 # 1132 KV	713382
2	AP2 200 & 140 600 V	713383
3	AP2 20 & 141 600 V	713384

TRENCH SUMMARY

JOINT USE	LENGTH
D/E ONLY	
TEL ONLY	
GAS ONLY	
OTHERS	
TOTAL	
SITE SUPT	

GENERAL NOTES

TRENCHING TO BE DONE BY...
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE
 SEE SECTION 41 UG LINE CONSTRUCTION STANDARDS FOR TRAPEZOIDAL DETAILS
 SEE PAGE 32-11 (S1M) DETAIL FOR ENTRANCE POINT DETAILS (APPS ONLY)
 SEE SECTION 43 UG LINE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (S1S) ONLY
 ELEC SERVICE PLANNER: ANDY FOLLIOTT
 TEL CO: WILL RICHMAN
 GAS CO:
 OTHERS:
 CONTRACTOR: THIS CO. IS RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS AND FOR NOTIFYING ALL UTILITIES CONCERNING THE LOCATION OF ALL UTILITIES INDICATED BY OUR CENTERLINE ARE SHOWN UNLESS OTHERWISE NOTED

PERMITS REQUIRED

PFH-2293
 CABLE IN GROUND
 SPEC 1-10-21
 PHASE 1-5R
 PHASE 2-
 NEUT-2S

D	C	B	A	REVISION

NAME	DATE	JOB TITLE
DRAWN BY: J. KENNEDY	6-30-83	
CHECKED BY: ANDY FOLLIOTT	8-19-83	
APPROVED BY: [Signature]	8-19-83	

MAPLE RIDGE AP
 W 1/2 OF SEC. 25

SCALE	NUMBER OF SHEETS	WORK ORDER NUMBER
1" = 30'	24	36734137
DATE: 8-23-83	BY: SARGENT	3600

WARRANTY DEED
STATUTORY FORM

LIBER 8345 PAGE 244

RECORDED HT OF WAY NO. 34908

83 24144

KNOW ALL MEN BY THESE PRESENTS: That SIDNEY FISHER and MARY FISHER, his wife

whose address is 24614 Riverheights, Southfield, Michigan

Convey and Warranty to SAM CASSAR and COMPANY, a Michigan Co-partnership, consisting of CHARLES CASSAR, EDWARD CASSAR, JOHN CASSAR, RICHARD CASSAR and SALVATORE CASSAR whose street number and postoffice address is 29226 Orchard Lake Rd., Farmington Hills, Michigan the following described premises situated in the City of Farmington Hills County of Oakland and State of Michigan, to-wit:

Lot 105, Supervisor's Noble Brook Farms Plat No. 2, a subdivision as recorded in Liber 56, Page 46 of Plats, Oakland County Records.

56046

Sidwell #23-25-301-006

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of Fifty Three Thousand and no/100 (\$53,000.00) Dollars

subject to easements and restrictions of record and all liens and encumbrances which have attached to said property since April 5, 1980 through the acts, defaults or omissions of persons other than the above mentioned.

Dated this 24th day of March 1983

Signed in the presence of:

Signed by:

Ernest Levin ERNEST LEVIN
Thomas R. Everett THOMAS R. EVERETT
Sidney Fisher SIDNEY FISHER
Mary Fisher MARY FISHER

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

STATE OF MICHIGAN
COUNTY OF WAYNE
REAL ESTATE TRANSFER TAX
83 MAR 29 10:44

The foregoing instrument was acknowledged before me this 24th day of March

1983 by Sidney Fisher and Mary Fisher

My Commission expires April 30 1986

THOMAS R. EVERETT Notary Public, Oakland County, Michigan, acting in Wayne

County Treasurer's Certificate
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument, as appears by the records in this office except as stated.
1.00
3-28-83

City Treasurer's Certificate
1982 NOT EXAMINED

When Recorded Return To: Grantel
Send Subsequent Tax Bills To:
Drafted by: Ernest Levin
Business Address: 1900 Buhl Building, Detroit, Michigan 48226

Tax Parcel # 23-25-301-006 Recording Fee 3.00 Revenue Stamps 58.30

88014

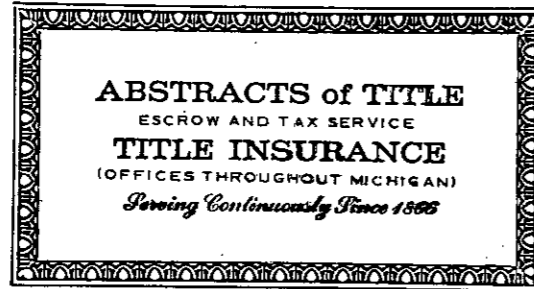
WARRANTY DEED
STATUTORY FORM

WARRANTY DEED
STATUTORY FORM

In using this form attention should be given to the following:

1. Print, typewrite or stamp the names of grantors, witnesses and notary public beneath their signatures. CL 1948, 565.201; Stat. Ann. 26.1221.
2. State the address of each grantee. Include the street number address if such is commonly used and if not, the post office address. CL 1948, 565.201; Stat. Ann. 26.1221.
3. Marital Status of each male grantor must be shown. CL 1948, 565.221; Stat. Ann. 26.581.
4. Print, typewrite or stamp the address of each person who executed the instrument upon the face thereof. CL 1948, 565.201; Stat. Ann. 26.1221.
5. State the name and business address of the person drafting the instrument. CL 1948, 565.201a; Stat. Ann. 26.1221(1).

Form 1147



#. 3914
B#23 O.C. 19895. P#110
MAR 29 1987 09:28AM
6518 DEEDS 1.00

RECORDED RIGHT OF WAY NO. 34908