

28/13

EASEMENT
For Electrical Power Lines

KNOW ALL MEN BY THESE PRESENTS that Nalco Real Estate Corporation, Geoffrey M. Eaton and Brenda C. Eaton, his wife, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to the Detroit Edison Company, a corporation organized and existing under the laws of the State of Michigan, and to its successors and assigns, an easement forever for a right-of-way as described on attached land survey and to be used for the construction, operation, and maintenance of one or more electric transmission and distribution lines, in, upon, across, and under the described lands of the Grantors, situated in the County of Oakland and State of Michigan and more particularly described as follows:

(3)

An easement for the Detroit Edison Company over part of "Northland Industrial Park" part of the S.E. 1/4 of Section 13, T.2N., R.8E., Commerce Township, Oakland County Records, and being more particularly described as: Beginning at the Northwest corner of said Lot 4; thence S. 77° 20' 17" E. 6.14'; thence S. 00° 23' 43" W. 303.42'; thence N. 89° 46' 48" E. 29.00'; then S. 00° 23' 43" W. 40.00'; then N. 89° 46' 48" E. 265.00' to a point on the East line of said Lot 3; thence along the East line of said Lot 3 S. 00° 23' 43" W. 10.00' to the Southeast corner of said Lot 3; thence along the South line of said Lot 3 S. 39° 46' 48" W. 275.00'; thence N. 00° 23' 43" E. 40.00'; thence S. 89° 46' 48" W. 31.00'; thence N. 00° 23' 43" E. 316.16' to a point on the North line of said Lots; thence along the North line of said Lots S. 77° 20' 17" E. 6.14' to the point of beginning.

(See last page for sidewall)

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the right-of-way above described, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way that may interfere with the proper construction, operation and maintenance of said electric transmission and distribution lines, and also including the right of ingress and egress over adjoining lands of Grantors for the purposes of exercising the easement herein granted.

RECORDED RIGHT OF WAY NO. 35374
OAKLAND COUNTY MICHIGAN
REGISTERED
84 NOV 13 14:19

DETO 1
Ret over

900
Okpe

APPROVED		DATE
BLDG. & PROP. DEPT.	<i>J.A. Robertson</i>	10/30/84 JM
DIV. ORG.		
INS. DEPT.		
LEGAL DEPT.		
RE & RIW DEPT.		
SYSTEM ENG. DEPT.		
TAX DEPT.		

RETURN TO
 J. A. ROBERTSON
 THE DETROIT EDISON COMPANY
 30400 TELEGRAPH ROAD, 272 OAKDE 264 O.D.Hg
 BIRMINGHAM, MICHIGAN 48010

The Grantors, however, reserves the right and privilege to use the above described right-of-way for parking and all other purposes except as herein granted or as might interfere with Grantee's use, occupation or enjoyment thereof, or as might cause a hazardous condition.

IN WITNESS WHEREOF, the Grantors have executed this Agreement this 29th day of October, 1984.

Signed, sealed and delivered in the presence of:

Catherine J. Boardman
Catherine Boardman

Nalco Real Estate Corporation

By: Marvin Rosenthal
Marvin Rosenthal

Ics: President

Wanda L. Noel
Wanda L. Noel

Geoffrey M. Eaton
Geoffrey M. Eaton

Jerald Haber
Jerald Haber

Brenda G. Eaton
Brenda G. Eaton

STATE OF MICHIGAN)
County of Oakland)

29th The foregoing instrument was acknowledged before me this day of October, 1984, by Marvin Rosenthal the President of Nalco Real Estate Corporation, a Michigan Corporation, on behalf of the corporation.

My commission expires:
June 8, 1986

Wanda L. Noel
Wanda L. Noel
Notary Public, Wayne County
Michigan

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 29th day of October, 1984, before me, a Notary Public in and for said County, appeared Geoffrey M. Eaton and Brenda G. Eaton, his wife, to me personally known, who being by me duly sworn, did say that they executed the within instrument and then acknowledged the same to be their free act and deed.

My commission expires:
June 8, 1986

Wanda L. Noel
Wanda L. Noel
Notary Public, Wayne County
acting in Oakland County

RECORDED RIGHT OF WAY NO. 35377

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, ~~272 OAKDE~~ 264 O.D.Hy
BIRMINGHAM, MICHIGAN 48010

To (Supervisor, RE & R/W) <i>James Robertson</i>	For RE & R/W Dept. Use	Date Received	DE/Bell/C.P. No.
Division <i>OAKLAND</i>	Date <i>9/14/84</i>	Application No. <i>0-7778</i> <i>DE-84-15</i>	

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 <i>BAY POINTE PLAZZA SHOPPING CENTER</i>	County <i>OAKLAND</i>
City/Township/Village <i>COMMERCE TWP</i>	Section No. <i>SE 1/4 SECT. 13</i>

Type of Development

<input type="checkbox"/> Proposed Subdivision	<input type="checkbox"/> Apartment Complex	<input type="checkbox"/> Condominium
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Mobile Home Park	<input checked="" type="checkbox"/> Other <i>SHOPPING CENTER</i>

2. Name of Owner <i>GEOFFERY M. EATON</i>	Phone No. <i>352-8100</i>
--	------------------------------

Address
21711 W. 10 MILE ROAD

Owner's Representative <i>GEOFFERY M. EATON</i>	Phone No. <i>352-8100</i>
--	------------------------------

Date Service is Wanted
10/15/84

4. Entire Project will be developed at one time Yes No

5. Joint easements required — Michigan Bell Telephone *Per Carl Thomas 10-30-84* Yes No
— Consumers Power Yes No

a. Name of Other Utilities if Not Michigan Bell Telephone or Consumers Power

b. Other Utility Engineer Names

Phone Numbers

Addresses

REAR VIEW CLAIMS

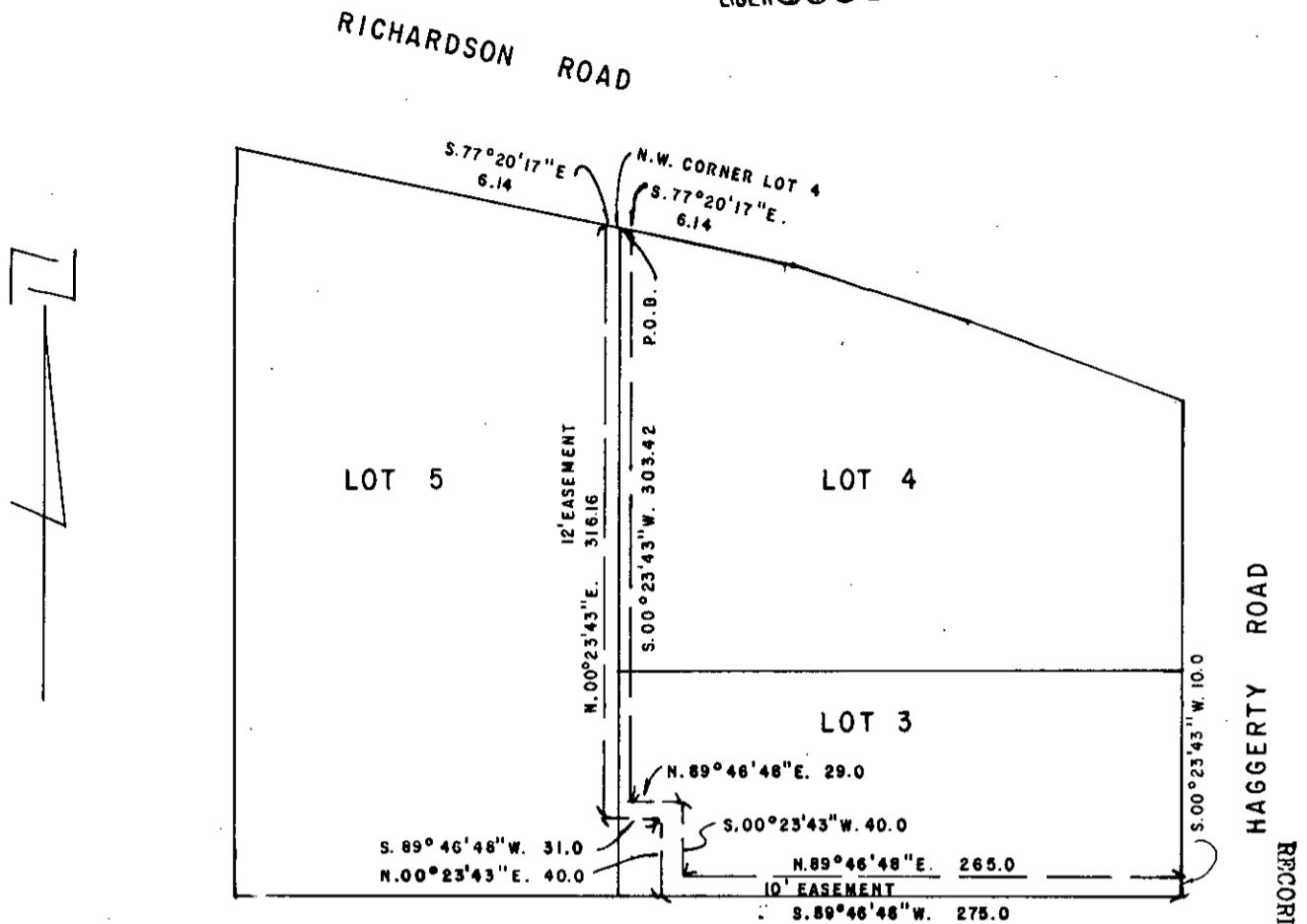
6 Additional Information or Comments

OCT 30 1984
WVA: ROBERTSON

RECORDED RIGHT OF WAY NO. 35344

Note: Trenching letter attached will be submitted later

Service Planner <i>Carl F. Thomas</i>	Signed (Service Planning Supervisor) <i>James Mank</i>
Phone No. <i>645-4132</i>	Address



PROPERTY DESCRIPTION:

An easement for the Detroit Edison Company over part of Lots 3, 4, and 5 of "Northland Industrial Park" part of the S.E. 1/4 of Section 13, T.2N., R.8E., Commerce Township, Oakland County, Michigan. As Recorded in Liber 145 of Plats, Pages 7, 8, and 9, Oakland County Records, and being more particularly described as: Beginning at the Northwest corner of said Lot 4; thence S. 77° 20' 17" E. 6.14 feet; thence S. 00° 23' 43" W. 303.42 feet; thence N. 89° 46' 48" E. 29.00 feet; thence S. 00° 23' 43" W. 40.00 feet; thence N. 89° 46' 48" E. 265.00 feet to a point on the East line of said Lot 3; thence along the East line of said Lot 3 S. 00° 23' 43" W. 10.00 feet to the Southeast corner of said Lot 3; thence along the South line of said Lot 3 S. 89° 46' 48" W. 275.00 feet; thence N. 00° 23' 43" E. 40.00 feet; thence S. 89° 46' 48" W. 31.00 feet; thence N. 00° 23' 43" E. 316.16 feet to a point on the North line of said Lots; thence along the North line of said Lots S. 77° 20' 17" E. 6.14 feet to the point of beginning.

(3)

TAX ITEM No. 17-13-426-011 } - Lot 3
~~17-13-426-005~~ } - Lot 4
~~17-13-426-004~~ } - Lot 5

14507
 35374

RECORDED RIGHT OF WAY NO.

FENN and ASSOCIATES INC. — LAND SURVEYING

41345 Memphis, Sterling Heights, MI 48078
 Phone: 254-9577

Easement Description over part of Lots 3, 4, and 5 of "Northland Industrial Park" part of the S.E. 1/4 of Section 13, T.2N., R.8E., Commerce Township, Oakland County, Michigan.

CLIENT: Jeff Eaton	
DATE 9/7/84	JOB NO. 1272-84
SCALE 1" = 100'	
FIELD BY WM & JF	CHECKED JRF
DRAWN JF	SHEET 1 OF 1

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. ORG.	<i>J. Robertson</i>	10/30/84
INS. DEPT.		
LEGAL DEPT.		
RE & RIW DEPT.		
SYSTEM ENG. DEPT.		
TAX DEPT.		

RETURN TO
 J A. ROBERTSON
 THE DETROIT EDISON COMPANY
 30400 TELEGRAPH ROAD, 272 GAKDE 264 O.D.H.
 BIRMINGHAM, MICHIGAN 48010

COMMITMENT FOR TITLE INSURANCE NUMBER 63-606072
CHICAGO TITLE INSURANCE COMPANY
CHICAGO, ILLINOIS 60602

THE PHILIP H. GREGG TITLE COMPANY
118 CASS AVENUE • MT. CLEMENS, MICHIGAN 48043 • (313) 463-1522

CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon satisfactory compliance with the requirements herein set forth and upon payment of the prescribed premium. 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 property which may arise after the date hereof and which have not been eliminated to our satisfaction. All policies are subject to the printed conditions contained in the policy form. Owners' and Loan Policies With Exceptions will be issued with general exceptions as shown on the reverse side hereof.

FORM OF POLICY TO BE ISSUED

ALTA OWNER'S POLICY
FORM 8-1970 (AMENDED 10-17-70)
\$ 175,000.00

ALTA LOAN POLICY
FORM 8-1970 (AMENDED 10-17-70)
WITHOUT EXCEPTIONS
\$

ALTA LOAN POLICY
FORM 8-1970 (AMENDED 10-17-70)
WITH EXCEPTIONS
\$

PARTY TO BE INSURED

NAME TO BE FURNISHED LATER

DESCRIPTION OF REAL ESTATE

Situated in Commerce Township, Oakland County, Michigan

Lots 3, 4, and 5,

NORTHLAND INDUSTRIAL PARK according to the plat thereof as recorded in Liber 145, pages 7, 8, and 9 of Plats, Oakland County Records.

Parcel Identification No. 17-13-426-006 (Lot 3)
17-13-426-005 (Lot 4)
17-13-426-004 (Lot 5)

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

1. Owner: Nalco Real Estate Corporation, a Michigan Corporation
2. Easements for drainage and access to drainage site as fully set forth in Liber 7445, page 162, and in Liber 7603, page 550, Oakland County Records.
3. Agreement for maintenance of drainage easements as set forth in Liber 6439, page 504, Oakland County Records.
4. Easements as shown on plat.
5. Building and use restrictions contained in instruments recorded in Liber 6439, page 494 and amended by Liber 7445, page 163 and liber 7603, page 550.

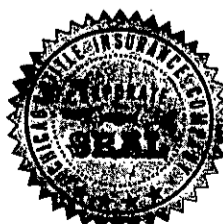
(SEE OVER)

CHICAGO TITLE INSURANCE COMPANY

Countersigned: ~~Robert S. Powell~~
Authorized Signatory

Dated at Pontiac, Michigan,
March 10, 1983 at 8 A.M.
P.M.

This Commitment is valid and binding for a period of 90 days from the date hereof.
cre



By: *Alvin W. Long*
President.

ATTEST:
Chester C. McCullough
Secretary.

RECORDED RIGHT OF WAY NO. 35374

6. 1982 County Taxes: Lot 3, Paid, \$757.68.
 Lot 4, Paid, \$1,090.32.
 Lot 5, Paid, \$1,270.50.

REQUIREMENTS FOR ISSUANCE OF LOAN POLICIES:

FOR ALL LOAN POLICIES:

Requirement: 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 LOAN POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements and waivers showing payment or release of all 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.

Requirement: 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 COMMITMENTS:

This Commitment is delivered and accepted upon the understanding that the party to be insured has no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting subject property other than those set forth herein and in the title insurance application. Failure to disclose such information shall render this Commitment and any policy issued pursuant thereto, null and void as to such defect, objection, lien or encumbrance.

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: 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.

GENERAL EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

Owners' Policies:

- (1) Rights or claims of parties in possession not shown by the public record.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be discovered by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploitation rights.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.
- (6) Restrictions upon the use of the premises not appearing in the chain of title.

Loan Policies With Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be discovered by an accurate survey and inspection of the premises.
- (3) Any lien, or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

CERTIFICATE OF PERSONS CONDUCTING BUSINESS
UNDER ASSUMED NAME - ACT NO. 151, P. A. 1949

C-45

Filing Fee: \$3.00

STATE OF MICHIGAN } ss.
COUNTY OF OAKLAND }

We (We or I), the undersigned, whose name we (We or I) signed in full below, do hereby certify, in pursuance with Act No. 151, P.A. 1949, as amended, for the State of Michigan, that we (We or I), the undersigned ¹ now own ~~XXXXXX~~ conduct and transact business at Richardson & Haggerty (Street and No.) in the Township of Commerce County of Oakland, Michigan, under the assumed name, designation and style of "Bay Pointe Plaza"

And we (We or I) do further certify that the true and real full names of all the persons ² who now own ~~XXXXXX~~ conduct and transact the same, together with the residence addresses of each of the said persons, are as follows, viz:

PRINT OR TYPE NAMES AND ADDRESSES *83-2004*

NAME	STREET ADDRESS	CITY OR TOWN
<u>Geoffrey M. Eaton</u>	<u>31331 Sunset Drive</u>	<u>Franklin</u>
<u>Brenda G. Eaton</u>	<u>31331 Sunset Drive</u>	<u>Franklin</u>

In Witness Whereof, we have this 14th day of March 1983, made and signed this certificate.

THIS CERTIFICATE EXPIRES MARCH 14th 1988

SIGNATURES OF PERSONS CONDUCTING BUSINESS UNDER ASSUMED NAME

Geoffrey M. Eaton

Brenda G. Eaton

RECORDED RIGHT OF WAY NO. 35347

STATE OF MICHIGAN } ss.
COUNTY OF OAKLAND }

On this 14th day of March

1983 before me, a Notary Public, personally appeared the above named person or persons, whose signatures appear above, and who executed the foregoing instrument, and the acknowledged to me that they executed the same, and that they are all of the persons owning, conducting and transacting or who intend to own, conduct and transact the business under the above name, style and designation.

Wanda L. Noel
Wanda L. Noel
Notary Public Wayne, acting in County, Michigan
Oakland
My commission expires June 8 1986

STATE OF MICHIGAN } ss.
COUNTY OF OAKLAND }

I, LYNN D. ALLEN

Clerk of the County aforesaid and Clerk of the Circuit Court for said County, do hereby certify that I have compared the within copy of Certificate setting forth the full names of the persons owning, conducting or transacting business under the name of

"Bay Pointe Plaza"

together with the certificate of filing endorsed thereon, with the original Certificate heretofore filed and now remaining in my office, and that it is a true and correct copy thereof, and of the whole of such original Certificate and of said certificate of filing.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Circuit Court, this 15th day of March 1983.
LYNN D. ALLEN

Lynne D. Allen
County Clerk
Lynne D. Allen
Deputy Clerk

1. Strike out the words not applying to case.
2. Strike out the words not applying to case.

NOTE: This Certificate must be renewed within five (5) years from date. If you change your place of business you must notify this office. If you change the personnel above listed you must file Notice of Dissolution and a new Certificate with this office. If you discontinue your business you must file Notice of Dissolution with this office.

RECORDED & FILED
OAKLAND COUNTY CLERK
1983 MAR 15 AM 8 35
BY [Signature]
DEPUTY COUNTY CLERK

V. 2/2/85

This Contract, Made this 11th day of March 1983

between Nalco Real Estate Corporation, A Michigan Corporation

hereinafter referred to as

the "Seller" and Geoffrey M. Eaton

hereinafter referred to as the "Purchaser,"

whose address is 21711 W. 10 Mile Road, Southfield, Michigan 48075

1. Witnesseth

(a) The Seller Agrees to sell and convey to the Purchaser land in the Township of Commerce

Oakland County, Michigan

described as Lots #3, #4, and #5, Northland Industrial Park, part of the Southeast 1/4 of Section 13, T2N, R8E, Commerce Township, Oakland County, Michigan.

17-13-426-006

17-13-426-005

17-13-426-004

subject to any restrictions upon use of the premises,

in consideration of the sum of Seventeen Thousand Five Hundred Dollars paid to the Seller by the Purchaser prior to the delivery hereof, the receipt of which is hereby acknowledged, and the payment

of the additional sum of One Hundred Fifty-seven thousand five hundred Dollars

by the Purchaser, together with interest on any part thereof at any time unpaid at the rate of Eleven per cent per annum while the Purchaser is not in default, and at the rate of eleven per cent per annum if the Purchaser is in default, while

such default continues, all of which purchase money and interest shall be paid in installments ~~XXXXXXXXXX~~ commencing

July 1, 1983 ~~XXXXXXXXXX~~ See Addendum

Provided, the entire purchase money and interest shall be fully paid within Three years from the date hereof anything herein to the contrary notwithstanding; with interest upon interest overdue hereon from maturity to date of payment at the rate of eleven per cent per annum.

(b) Seller agrees on or before the completion of this contract at the Seller's option to deliver to the Purchaser a Policy of Title Insurance or Abstract of Title and Tax History certified to substantially the date of delivery, issued by the Lawyer Title Insurance Corporation, and upon payment of all sums owing hereon to execute and deliver to the Purchaser or his assigns the usual Warranty Deed conveying a marketable title to said land, subject to such restrictions and free from all other encumbrances except such as have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns.

2. The Purchaser Agrees to purchase said land and pay the purchase money and interest thereon as above provided, and to keep the buildings now or hereafter on the premises insured against loss or damage by fire by insurers in manner and amount approved by the Seller and to deliver the policies as issued to the Seller with the premium fully paid and to pay all taxes and assessments which shall become a lien on the premises after the date hereof within twenty-five days after the same become due and payable and to produce official evidence thereof to the Seller on demand.

(b) The Purchaser acknowledges that he has examined

(an Abstract of Title and Tax History of the above described premises certified to

(a Policy of Title Insurance covering the above described premises bearing date

and is satisfied with the marketability of the title shown therein

(c) The Purchaser also acknowledges that he has examined the above described premises and is satisfied with the physical condition thereof, and hereby waives any and all claims on account of any encroachments on the premises herein described or on any premises adjacent thereto.

3. It is Mutually Agreed: (a) That the Seller may at any time encumber said land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for aggregate payments of principal and interest not in excess of nor sooner than those 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 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 and the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof, and Purchaser will, on demand, execute any instruments demanded by the Seller necessary or requisite to execute or consent to the execution of the foregoing power. 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 such Seller may post such notice in two conspicuous places on said premises, and make affidavit of such facts and of such posting, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subrogation 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;

TITLE INSURANCE - ABSTRACTS - ESCROWS

TITLE INSURANCE - ABSTRACTS - ESCROWS

RECORDED RIGHTS OF MAY NO 35374

(b) That if default is made by the Purchaser in the payment of any tax assessment or insurance premium or in the delivery of any policy as above provided, the Seller may pay such tax assessment or premium or procure such insurance and pay the premiums therefor, and any sum or sums so paid shall be further lien on the land payable by the Purchaser to the Seller forthwith with interest at seven per cent per annum and if proceedings are taken to enforce the contract in equity after the Purchaser shall have been in default for a period of thirty days or more, the entire amount owing hereon shall be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(c) That if the title of the Seller is evidenced by land contract or now or hereafter 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 the Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at seven per cent per annum and in event proceedings are commenced to recover possession or 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 sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and 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; and when the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing upon any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same;

That 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 and receipt thereof endorsed hereon;

(d) That the Purchaser shall have possession of said lands from and after the delivery hereof, while he shall not be in default on his part in carrying out the terms hereof, taking and holding such possession hereunder, and shall keep the premises in as good condition as they are at the date hereof and if 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 void and retain whatever may have been paid hereon and all improvements that may have been made upon the premises as liquidated damages and to 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 remove and put out.

(e) Any and all declarations, notices or papers necessary or proper to terminate or enforce this contract shall be conclusively presumed to be served upon the Purchaser when deposited in a United States Post Office box enclosed in an envelope with postage fully prepaid thereon addressed to the Purchaser at or at such other address as may be specified by the Purchaser and received for in writing by the Seller from time to time.

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.

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.

The covenants herein shall bind the heirs, assigns and successors of the respective parties.

Signed, sealed and delivered by the parties in duplicate the day and year first written above.

IN PRESENCE OF

David L. Bittker
David L. Bittker

Danielle F. Trybus
Danielle F. Trybus

NALCO REAL ESTATE CORPORATION (L.S.)

Marvin Rosenthal
Marvin Rosenthal, President

Geoffrey M. Eaton (L.S.)
Geoffrey M. Eaton

..... (L.S.)
.....

..... (L.S.)
.....

..... (L.S.)
.....

STATE OF MICHIGAN

COUNTY OF Macomb ss.

On this 11th day of March A. D. 1983 before me personally appeared Geoffrey M. Eaton

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My commission expires A. D. 19
DANIELLE F. TRYBUS
Notary Public, Macomb County, Michigan
My Commission Expires February 23, 1985

Danielle F. Trybus
Notary Public, County, Michigan

In the STATE OF MICHIGAN, COUNTY OF Macomb ss.

On this 11th day of March A. D. 1983 before me personally appeared Marvin Rosenthal

to me personally known, who being by me sworn, did (1) say that (2) He is the President

of Nalco Real Estate Corporation the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Marvin Rosenthal

acknowledged said instrument to be the free act and deed of said corporation.

DANIELLE F. TRYBUS
Notary Public, Macomb County, Michigan
My Commission Expires February 23, 1985

My commission expires A. D. 19

Danielle F. Trybus
Notary Public, County, Michigan

Note: If more than one officer acknowledges insert at (1) "each for himself," and (2) "they are respectively".

Instrument Drafted by David L. Bittker

Business Address: 24595 G. esbeck, Warren, MI 48090

Individual Acknowledgment

Corporate Acknowledgment

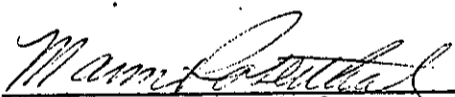
Rider to Land Contract dated March 11, 1983, by and between Nalco Real Estate Corporation, as "SELLERS" and Geoffrey M. Eaton, as "PURCHASER" covering Lots #3, #4, and #5, Northland Industrial Park, located in the Township of Commerce, Oakland County, Michigan.

1. Commencing July 1, 1983, quarterly interest payments shall be due and payable on the unpaid principal balance under this contract.
2. At such time as SELLER receives a total of \$110,000.00 in principal payments from PURCHASER, seller agrees to give purchaser a Warranty Deed to Lots #3 and #4. At such time as seller receives the remaining principal balance of \$65,000.00, seller shall furnish purchaser a Warranty Deed to Lot #5. It is understood that the down payment paid to seller under this land contract and any principal payments shall be applied first to the release price of Lots #3 and #4.
3. In addition to the quarterly interest payments, additional principal sums of \$5,000.00 shall be paid quarterly, provided, however that if construction commences on the subject property on or before July 1, 1983, such quarterly principal payments shall be waived until such time as Lots #3 and #4 have been paid in full in the total principal amount of \$110,000.00. It is agreed that purchaser will pay seller said principal sum of \$110,000.00 within one year from date of this contract. At such time that Lots #3 and #4 have been paid in full, then the quarterly principal payments under the terms of this contract shall be reduced to \$2,500.00 in addition to the above quarterly interest payments as called for under Paragraph #1 above.

RECORDED RIGHT OF WAY NO.

35374

NALCO REAL ESTATE CORPORATION


Marvin Rosenthal, President


Geoffrey M. Eaton

CLOSING STATEMENT

March 11, 19 83 Possession Date _____
 Seller(s) Nalco Real Estate Corporation Address 24595 Groesbeck Highway
 _____ Address Warren, Michigan 48090
 Purchaser(s) Geoffrey M. Eaton Address 21711 W. 10 Mile Road
 _____ Address Southfield, Michigan 48075
 Property Address Lots #3, #4, and #5, Northland Industrial Park

CREDITS TO SELLER

Sale Price	\$ 175,000.00
Taxes:	
19 <u>82</u> City & County <u>12/31/83</u> \$ <u>789.75</u> 294 days @ \$2.16 .. Pro Rata	\$ 635.04
19 ___ County	Pro Rata \$ _____
19 <u>82</u> School <u>7/1/83 - 6/30/83</u> \$ <u>2328.75</u> 110 days @ \$6.65 .. Pro Rata	\$ 731.50
Insurance:	
Fire	\$ _____
Exp. _____ Prem. \$ _____ Pro Rata	\$ _____
Miscellaneous:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
	\$ 176,366.54

CREDITS TO PURCHASER

Cash Deposit	\$ _____
Water Taxes Paid To _____ Amount \$ _____ Pro Rata	\$ _____
Revenue Stamps on Deed	\$ _____
Miscellaneous:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

EXISTING LIEN TO BE PAID

(Mortgage) (Land Contract)	Principal \$ 157,500.00
Interest From _____ To _____	\$ _____
	Total \$ _____
Escrow Balance	Less \$ _____
	\$ 157,500.00
Net Cash Due Seller	\$ 18,866.54

RECORDED RIGHT OF WAY NO. 35374

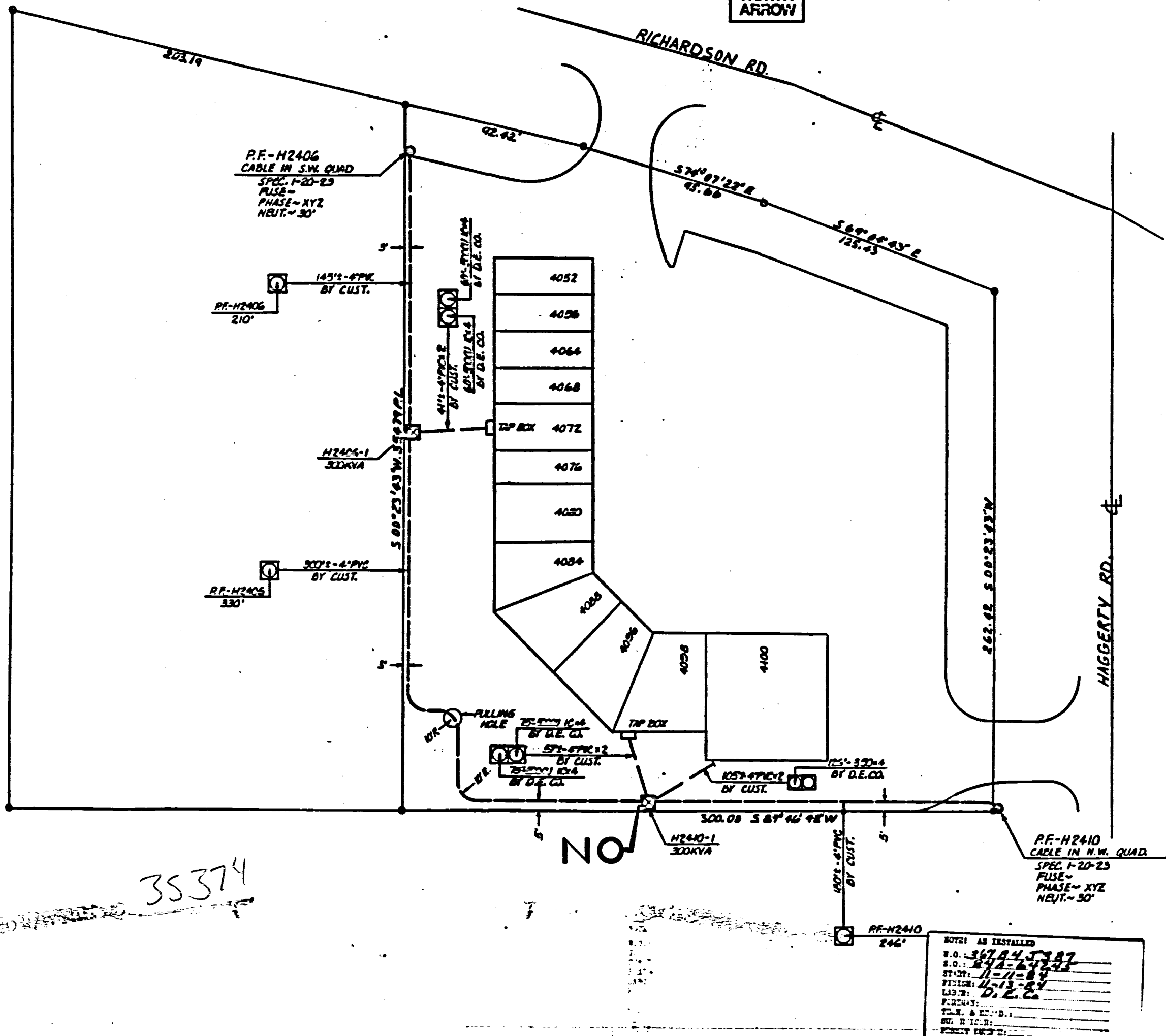
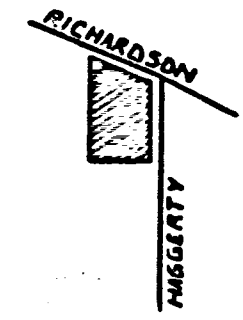
SETTLEMENT STATEMENT BETWEEN BROKER AND SELLER	SETTLEMENT ACCEPTED AS RENDERED
Commission on Sale \$ _____ Abstracting or Title Policy \$ _____ _____ \$ _____ Deposit \$ _____ _____ \$ _____ _____ \$ _____	<p style="text-align: center;"> <u>NALCO REAL ESTATE CORPORATION</u> <i>[Signature]</i> Seller's Signature <u>Marvin Rosenthal, President</u> Seller's Signature <u>Geoffrey M. Eaton</u> Purchaser's Signature _____ Purchaser's Signature _____ Broker Address _____ Phone No. _____ </p>



118 CASS AVENUE • MOUNT CLEMENS, MICHIGAN 48043 • PHONE 463-1582



LOCATION SKETCH
MAP SEC. NO. _____



TRANSFORMER DATA

U.S.T. NO.	SIZE	ED. STK. NO.
H 2406-1	300 KVA	661-0602
H 2410-1	300 KVA	661-0602

TRANSFORMER SPEC. 1-17-270
 FEDERAL SPEC. _____
 NO. OF FEEDER/LE _____
 NO. OF TEMPORARY CABLE MARKERS _____
 TEMPORARY CABLE MARKER SPEC. _____
 SECONDARY CONNECTION BOX SPEC. _____

- CODE —**
- ⊕ TEMPORARY SECONDARY FEDERAL/TEMPORARY CABLE MARKER
 - OPT (DEAD FRONT TYPE)
 - ⊖ LOT (NON-SWITCHING—LIVE FRONT TYPE)
 - ⊕ LOT (SWITCHING—LIVE FRONT TYPE)
 - ⊕ DIRECTION OF TRANSFORMER DOOR OPENING
 - SECONDARY FEDERAL
 - ⊕ 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 CORR CABINET

CABLE SUMMARY

ITEM #	DESCRIPTION	QUANTITY	LENGTH
1	300V 1/2" PVC	725'	
2	300V 3/4" PVC	270'	
3	300V 1" PVC	126'	

TRENCH SUMMARY

JOINT USE _____
 D.E. ONLY _____
 TEL. ONLY CUSTOMERS CONDUIT _____
 GAS ONLY _____
 OTHERS _____
 TOTAL _____
 OWNER JEFF EATON PHONE NO. 552-6100

— GENERAL NOTES —

TRENCHING TO BE DONE BY CUSTOMERS CONDUIT
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE
 SEE SECTION 88 US LINE CONSTRUCTION STANDARDS FOR TRANS. MAKE DETAILS.
 SEE PAGE 38-11 (S&M) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY)
 SEE SECTION 48 US LINE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES, TRANSFORMERS AND FEEDERS (BLDS ONLY)
 D.E. SERVICE PLANNER CARL THOMAS - 645-4192
 TEL. CO. WIM O'BERRY - 540-0201
 GAS CO. _____
 OTHERS _____
 CONTACT "888 DIS" (888-887-777) BEFORE DOING ANY EXCAVATION.
 DIMENSIONS INDICATED BY OUR CENTERLINE ARE IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

CITY OF _____ COUNTY, NOTIFICATION ONLY YES

STATE YES NO

NOTES AS INSTALLED

S.O. 36784-5387
 S.O. 36784-64245
 STATION 11-11-84
 FINISH 11-13-84
 LISTED D.E.C.
 PROJECT: T.E. & E.D.
 SURVEILOR: _____
 PROJECT NO.: _____
 E.D. FILE # _____
 Ed. Case # 3602

START DATE ~ 10-10-84

D	C	B	A	REFERENCE
REVISION	REVISION	REVISION	REVISION	

DATE	DATE	DATE	DATE
DESIGNED BY D. STARK 7-13-84	CHECKED BY C. THOMAS 7-20-84	APPROVED BY J. N. NASH 9-10-84	APPROVED BY J. N. NASH 9-20-84

BAY POINT PLAZA SHOPPING CENTER
 S.E. 1/4 OF SEC. 13
 COMMERCE TWP. OAKLAND CO.

THE DETROIT EDISON COMPANY
 SERVICE PLANNING

SCALE 1"=30'	NUMBER OF SHEETS 12	SHEET NUMBER 36784-1357
LAYER NUMBER		EDISON SERVICE GROUP 8142 HANCOCK ~ 13.2 KV
SHEET CHECK NUMBER 84A-64245		DATE 1 of 1

35374

NO

35374

RECORDED RIGHT OF WAY NO. 35374