

Detroit Edison

Right of Way Agreement

85 51749

11-28, 19 84

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 GENERAL TELEPHONE CO., 445 East Ellis, P.O. Box 149, Muskegan, Michigan 40443 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 Township of Highland, 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 easement 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.

RECORDED RIGHT OF WAY NO. 35557

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 B. Mecklenborg
Paul B. Mecklenborg

John P. Dolan
John P. Dolan, A SINGLE MAN

Barbara Mullin
Barbara Mullin

~~Roger X Kivmaki~~
~~Joyce X Ann X Kivmaki~~

Prepared By: James McDonald
The Detroit Edison Company
30400 Telegraph Rd., Suite 264
Birmingham, MI 48010

Address: 3715 Ramada Drive
Highland, MI 48031

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

7.00
total

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

SS: LIBER 8982 PAGE 126

LIBER 8863 PAGE 545

On this 28th day of NOVEMBER 1984, before me the undersigned, a notary public in and for said county, personally appeared John P. Dolan, a single man known to be the person who executed the foregoing instrument and acknowledge the same to be his free act and deed.

My Commission Expires: 9-10-88

Paul B. Mecklenborg
Paul B. Mecklenborg
Notary Public, OAKLAND County, Michigan

WITNESSES:

Paul B. Mecklenborg
Paul B. Mecklenborg

Barbara Mullin
Barbara Mullin

MANOR CRAFT HOMES, INC.
A Michigan Corporation
2254 Highland Road
Highland, Michigan 48031

Roy D. Coffman
Roy D. Coffman, President

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

SS:

On this 28th day of NOVEMBER 1984, before me appeared Roy D. Coffman, President of Manor Craft Homes, Inc., A Michigan Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Corporation and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said Corporation of its authority.

My Commission Expires: 9-10-88

Paul B. Mecklenborg
Paul B. Mecklenborg
Notary Public, OAKLAND County, Michigan

RECORDED RIGHT OF WAY NO. 35557

STATE OF MICHIGAN)
COUNTY OF)

SS:

On this _____ day of _____ A.D. 1984, before me, the undersigned, a notary public in and for said county, personally appeared Roger Kivimaki and Joyce Ann Kivimaki, 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.

Paul B. Mecklenborg
Notary Public, _____ County, Michigan

My Commission Expires: _____

APPENDIX "A"

Land in the Township of Highland, County of Oakland, Michigan, described as:
The South 375 feet of the East 500 feet of the West 1/2 of the northwest 1/4 of Section 15, Town 3 North, Range 7 East, Michigan, EXCEPT, part of the West 1/2 of the northwest 1/4 of Section 15, Town 3 North, Range 7 East, Michigan described as beginning at a point located North 89°25'36" West 499.50 feet from the south-east corner of the West 1/2 of the northwest 1/4 of Section 15, Town 3 North, Range 7 East, thence from said point of beginning North 89°25'36" West 0.50 feet; thence North 375.00 feet; thence South 89°25'36" East 4.00 feet; thence South 00°32'05" West 374.99 feet to the point of beginning.

Tax Identification No. 11-15-151-002 - NW 1/4

POWER OF ATTORNEY

3/1/83

KNOW ALL MEN BY THESE PRESENTS, that I, ROBERT ROGER KIVIMAKI, do hereby constitute and appoint my wife, JOYCE ANN KIVIMAKI, of 2335 North Milford, Highland, Michigan 48031, my true and lawful attorney in my name, place and stead, for all purposes relating to the negotiations and sale of our real property located at 2335 N. Milford Road, Highland, Michigan 48031, and further described as:

HIGHLAND

(1)

The S 375 ft of the E 500 ft of the W 1/2 of the NW 1/4 of Section 15, T3N, R7E, Oakland County Records. Tax Identification No. 11-15-151-002.

giving and granting unto said attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done by and about the premises in order to effect a legally binding purchase agreement for the sale of said property and to effect and execute all necessary documents to finalize and close the sale of said property as fully to all intents and purposes as I might or could do, if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of August, 1983.

Witness Roberta Clark
Witness Mary E. Bennett

Robert Roger Kivimaki
ROBERT ROGER KIVIMAKI

STATE OF FLORIDA)
COUNTY OF) ss.

Before me, a Notary Public, in and for said State and County, personally appeared ROBERT ROGER KIVIMAKI and produced this Power of Attorney, and acknowledged the signing and sealing thereof to be his free act and deed for the uses and purposes and objects therein contained.

On this 29th day of August, 1983

Deanna Osteen Notary Public
County, Florida

My Commission Expires:

Notary Public
My Commission Expires

DRAFTER: Robert Kivimaki; 2335 N. Milford Rd., Highland, MI
RETURN TO: DRAFTER

SEP 06 1983

RECORDED RIGHT OF WAY NO.

35557
3/1/83
etc



23-1
19

KNOW ALL MEN BY THESE PRESENTS: That Robert Roger Kivimaki and Joyce Ann Kivimaki, his wife
by his attorney in fact Joyce Ann Kivimaki, whose power of attorney is recorded in
Liber 8462 on Page 130 Oakland County Records
whose address is 2335 North Milford Road, Highland, Michigan

Quit Claim to John P. Dolan, A. single man

whose address is 3715 Ramada Drive, Highland, Michigan.

the following described premises situated in the Township of Highland
County of Oakland and State of Michigan, to-wit:

The South 375 feet of the East 500 feet of the West 1/2 of the
Northwest 1/4 of Section 15 Highland, Town 3 North, Range 7 East.

Most commonly known as: 2335 North Milford Road

⓪

#

Lynn D. Allen
CLERK-REGISTRAR OF DEEDS

83 SEP 14 15:18

RECORDED REGISTER OF WAYS NO. 35557
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS

for the full consideration of Exempt Under M.S.A. 7.456 (5) (m)

Dated this 1 day of September 19 83

Witnesses:

Signed and Sealed:

Joan C. Nummel
Joan C. Nummel

Joyce Ann Kivimaki (L.S.)
Robert Roger Kivimaki by his attorney in fact

Victoria L. Garcia
Victoria L. Garcia

Joyce Ann Kivimaki (L.S.)
Joyce Ann Kivimaki

STATE OF MICHIGAN OAKLAND } ca.
COUNTY OF _____ } (L.S.)

The foregoing instrument was acknowledged before me this 1 day of September 19 83
by Robert Roger Kivimaki and Joyce Ann Kivimaki, his wife
is recorded in Liber Page Oakland County Records: Joan C. Nummel
My commission expires 2-17-87

Instrument Drafted by Jane Marie Lovelace Business Address 2850 N. Milford, Milford, MI

Recording Fee 3.00 When recorded return to GRANTEE
State Transfer Fee _____

11-15-151-002

Tax Parcel # _____

Send subsequent tax bills to _____

ST 32182

38



PHILIP R. SEAVER TITLE COMPANY, Inc.

2700 N. Woodward / Bloomfield Hills, Michigan 48010 / (313) 647-2171 --- (313) 338-7135

PURCHASER'S ASSIGNMENT OF LAND CONTRACT

83

82743

3-17
1983

For the full consideration of Forty-nine Thousand Dollars and 00/100 (\$49,000.00)
(set forth entire sales price)

the undersigned, whose address is 2335 North Milford Road, Highland, Michigan, hereby assign(s) to John P. Dolan *A single man* the assignee(s), whose address is 3715 Ramada Dr., Highland, Michigan a certain land contract dated June 17, 1977 executed between George Richard Kinney and Berneta Mae Kinney, his wife as Seller and Robert Roger Kivimaki and Joyce Ann Kivimaki, his wife as Purchaser, for the sale of land situated in the Township of Highland County of Oakland and State of Michigan described as

The South 375 feet of the East 500 feet of the West 1/2 of the Northwest 1/4 of Section 15 Highland, Town 3 North, Range 7 East.

Most commonly known as: 2335 N. Milford Rd.
Tax Item No. 11-15-151-002

and convey(s) and warrant(s) to said assignee(s) the land above described subject to any easements and restrictions upon the use of the same and a balance owing upon said contract of Thirty Thousand Eight Hundred Thirty-five and 87/100 (\$30,835.87) Dollars with interest from August 17, 1983 which the said assignee(s) assume(s) and agree(s) to pay.

Dated: September 1, 1983

Witnesses:

Joan C. Wummel
JOAN C. WUMMEL
Victoria L. Garcia
Victoria L. Garcia

Signed and Sealed:

Joyce Ann Kivimaki
Robert Roger Kivimaki, By his attorney
in fact Joyce Ann Kivimaki
Joyce Ann Kivimaki
Joyce Ann Kivimaki

TITLE INSURANCE — ABSTRACTS — ESCROWS

TITLE INSURANCE — ABSTRACTS — ESCROWS

STATE OF MICHIGAN OAKLAND }
COUNTY OF _____ } ss.

On this 1 day of September 19 83 before me personally appeared *Joyce Ann Kivimaki and Robert Roger Kivimaki, husband and wife, by his attorney in fact Joyce Ann Kivimaki*, whose power of attorney is recorded in Liber 8452 to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. ** Page 130 Oakland County Records.

JOAN C. WUMMEL
Notary Public, Oakland County, Michigan
My Commission Expires February 17, 1987

My commission expires 2-17-87 Notary Public Oakland County, Michigan.
Instrument Drafted by Owen G. Hawkes Business Address 218 S. Main St., Milford, MI

Receipt of a duplicate of the above is hereby acknowledged
FORM 6 RETURN TO: John D. Dolan 2335 N. Milford Rd. Highland, Michigan ST 32182 3.00

RECORDED
INDEXED
SEP 14 15:11
CLERK
MICHIGAN
STATE

35557

To (Supervisor RE & R/W) <i>Robertson</i>	For RE & R/W Dept Use	Date Received <i>9-21-84</i>	DE/Bell/C.P. No.
Division <i>Oakland</i>	Date <i>9/19/84</i>	Application No. <i>OE 84-14</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>Canterbury Commons.</i>	County <i>OAKLAND</i>
City/Township/Village <i>HIGHLAND</i>	Section No. <i>15</i>
Type of Development <input type="checkbox"/> Proposed Subdivision <input checked="" type="checkbox"/> Apartment Complex <input type="checkbox"/> Condominium <input type="checkbox"/> Subdivision <input type="checkbox"/> Mobile Home Park <input type="checkbox"/> Other	
2. Name of Owner <i>JOHN P. DOLAN</i>	Phone No. <i>887-5868 887-2846</i>
Address <i>3715 RAMADA DR HIGHLAND 48031</i>	
Owner's Representative <i>JOHN P. DOLAN</i>	Phone No.
Date Service is Wanted	

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

5. Joint easements required — *GTE* Michigan Bell Telephone Yes No
 — Consumers Power Yes No

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

b Other Utility Engineer Names
GTE DAVISON MICHIGAN

Phone Numbers
653-9745

Addresses

6 Additional Information or Comments

RECORDED RIGHT OF WAY NO. 35557

Note: Trenching letter attached will be submitted later

Service Planner <i>DAVID A. FOLEY</i>	Signed (Service Planning Supervisor) <i>David Foley</i>
Phone No. <i>645-4141</i>	Address <i>240 OAKDA</i>

Parties

THIS CONTRACT, made this 23rd day of August, 1984, between John Dolan, a single man hereinafter referred to as "Seller", whose address is 3715 Ramada Drive, Highland, MI 48031 and Manor Craft Homes, Inc., a Michigan Corporation

hereinafter referred to as "Purchaser", whose address is 2254 Highland Road, Highland, MI 48031

WITNESSETH:

1. Seller Agrees:

(a) To sell and convey to Purchaser land in the Township of Highland, County of Oakland, Michigan, described as:

Description of Land

The South 375 ft. of the East 500 ft. of the West 1/2 of the Northwest 1/4 of Section 15, T.3N., R.7E., Michigan, EXCEPT, Part of the West 1/2 of the Northwest 1/4 of Section 15, T. 3N., R.7E., Michigan described as beginning at a point located North 89° 25'36" West 499.50 ft. from the Southeast corner of the West 1/2 of the Northwest 1/4 of Section 15, T.3N., R. thence from said point of beginning North 89° 25' 36" West 0.50 ft.; thence North 375.00 ft.; thence South 89° 25' 36" East 4.00 ft.; thence South 00° 32'05" West 374.99 ft. to the point of beginning.

More commonly known as: 3225 North Milford Road

Sidwell: 11-15-151-002

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

now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

(b) That the full consideration for the sale of the land to Purchaser is:

Seventy Four Thousand Three Hundred Fifty Dollars and No Cents (\$ 74,350.00) dollars, of which the sum of

Terms of Payment

Fifteen Thousand Two Hundred Sixty Dollars and Seventy Three Cents (\$ 15,260.73) dollars has been paid to Seller prior to the delivery hereof, the receipt of which

is hereby acknowledged, and the additional sum of

Fifty Nine Thousand Eighty Nine Dollars and Twenty Seven Cents (\$ 59,089.27) dollars, is to be paid to Seller, with interest on any part thereof at any time

unpaid at the rate of Zero (0%) per cent per annum while Purchaser is not in default, and at the rate of Zero (0%) per cent per annum, computed upon the balance of the purchase price then unpaid, during the

period of any default in payment. Such additional purchase money and interest is to be paid in monthly installments of SEE PAYMENT SCHEDULE IN ADDITIONAL CLAUSES K (\$ N/A) dollars each, or

more at Purchaser's option, on the N/A day of each month, beginning N/A, 19 ;

such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within ----- years from the date hereof, anything herein to the contrary notwithstanding.

Seller's Duty to Convey

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts of omissions of persons other than Seller or his assigns.

Furnishing Evidence of Title

(d) To deliver to Purchaser as evidence of title, at Seller's option, either an owner's policy of title insurance or abstract of title covering the land, and furnished by First Metropolitan Title: 0-12305. The effective date of the policy or certification date of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security.

Purchaser's Duties

2. Purchaser Agrees:

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

Maintenance of Premises

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

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

To Pay Taxes and Keep Premises Insured

(d) To keep and maintain the land and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.

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

RECORDED WITHIN OF WAY NO. 3535-A

monthly installment method of tax and insurance payment is to be adopted

Acceptance of Title and Premises

Mortgage by Seller

Encumbrances on Seller's Title

Non-payment of Taxes or Insurance

Disposition of Insurance Proceeds

Assignment by Purchaser

Possession

Right to Forfeit

Acceleration Clause

Notice to Purchaser

Additional Clauses

(§ Paragraph 2 applies to dollars, which is an estimate of the monthly cost of the taxes, special assessments, and insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on this contract. If Purchaser is not in default under the terms of this contract, Seller shall pay for Purchaser's account the taxes, special assessments and insurance premiums mentioned in Paragraph 2 (e) above when due and before any penalty attaches, and submit receipts therefor to 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, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by Purchaser upon Seller's demand.

(g) That he has examined a title insurance policy/commitment dated August 10, 1984, an abstract of title certified to First Metropolitan Commitment covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such title policy or abstract, or an owner's title policy issued pursuant to such commitment, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

(h) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent thereto.

3. Seller and Purchaser Mutually Agree:

(a) That Seller may at any time encumber the 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 payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such 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 Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.

(b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at ZERO % per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the 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 Seller therein. Thereafter 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 amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at zero % per annum. This provision shall be effective only if Paragraph 2 (e) applies.

(d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.

(e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. 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 or acceptance thereon.

(f) That Purchaser shall have the right to possession of the land 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. If the land is vacant or unimproved, 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.

(g) That 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 every other occupant remove and put out. If service of a notice of forfeiture is relied upon by Seller to terminate rights hereunder, a notice of intention to forfeit this contract shall have been served at least fifteen (15) days prior thereto.

(h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

(j) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and received for in writing by Seller, and such envelope was deposited in the United States government mail.

- (k) Land Contract balance to be paid as follows:
 - a.) September 23, 1984 payment of the sum of Ten Thousand Dollars
\$10,000.00
 - October 23, 1984 payment of the sum of Ten Thousand Dollars
\$10,000.00
 - November 23, 1984 payment of the sum of Ten Thousand Dollars
\$10,000.00
 - b.) IN ADDITION to the above payments being applied directly to the principle balance; the Purchaser will pay the underlying first

RECORDED BY COUNTY CLERK

to George and Berneta Kinney, H/W, beginning September 15, 1984 and continuing until contract is paid in full.

- c.) Upon completion of the above mentioned terms, The Seller will assign and Quit Claim the Purchasers interest in a certain Land Contract between George Kinney and Berneta Kinney, H/W, a Sellers and Robert Roger Kivimaki and Joyce Ann Kimimaki, H/W Dated June 17, 1977 and assigned by Quit Claim Deed and Assignment of a Purchaser interest in Land Contract to John P. Dolan, a single man, Sept. 1, 1983, recorded in Liber 8471, p. 9 and Liber 8471, p.10 O.C.R.
- d.) Purchaser is a licensed real estate broker.
- e.) This is a second Land Contract.

8462 - 130

Dower Rights
Capacity of Parties
Interpretation of Contract
Signatures

If the wife of Seller has dower rights in the land, she agrees, by joining in the execution of this contract, to join in executing the deed to be given in fulfillment hereof.

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.

The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party 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, successors and assigns of the respective parties.

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

IN PRESENCE OF:

Paul B. Mecklenborg
Paul B. Mecklenborg

Carol Peterson
CAROL PETERSON

John Dolan (L.S.)
John Dolan, a single man
SELLER

Manor Craft Homes, Inc., a (L.S.)
Michigan Corporation

BY Roy D. Coffman (L.S.)
Roy D. Coffman, It's President

RECORDED RIGHT OF WAY (L.S.)

Individual Acknowledgment

STATE OF MICHIGAN

COUNTY OF Oakland ss.

On this 23rd day of August 19 84 before me appeared John Dolan, a single man

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 10-13-84 19

Paul B. Mecklenborg
Paul B. Mecklenborg

Notary Public, Oakland County, Michigan

Corporate Acknowledgment

STATE OF MICHIGAN

COUNTY OF Oakland ss.

On this 23rd day of August 19 84 before me appeared Roy D. Coffman

to me personally known, who being by me sworn, did (1) he is say that (2) he is the President of Manor Craft Homes, Inc., a Michigan Corp. 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 that he acknowledged said instrument to be the free act and deed of said corporation.

My commission expires 10-13-84 19

Paul B. Mecklenborg
Paul B. Mecklenborg

Notary Public, Oakland County, Michigan

Instrument Drafted by: Pat Coffman

Business Address: 2254 Highland Road Highland, MI 48031

WHEN RECORDED RETURN TO: MANOR REALTY, 2254 Highland, Highland, MI 48031

POWER OF ATTORNEY

The undersigned, George Richard Kinney and Berneta Mae Kinney, his wife, hereby appoint John P. Dolan as their attorney in fact and in their place and stead with full power to negotiate, make, sign and deliver in their behalf any and all documents, agreements or easements as required by Detroit Edison Co., Consumers Power Co. or General Telephone Co. for electricity, gas or telephone service to land situated in the Township of Highland, County of Oakland and State of Michigan described as:

the South 375 ft. of the East 500 ft. of the West 1/2 of the Northwest 1/4 of Section 15 Highland, T3N, R7E, commonly known as 2335 N. Milford Rd.

Tax Item # 11-15-151-002

This document grants full power and authority to do and perform every act and thing whatsoever requisite and necessary to be done to accomplish the above referenced matters as fully and to all intents and purposes as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that John P. Dolan, said attorney shall lawfully do or cause to be done by virtue hereof.

RECORDED RIGHT OF MAY NO. 35557

In witness whereof, we have hereunto set our hands and seals this seventh day of October, 1983.

Connie Danks
Connie Danks

George Richard Kinney
GEORGE RICHARD KINNEY

Beverly M. Dolan
Beverly M. Dolan

Berneta Mae Kinney
BERNETA MAE KINNEY

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

Subscribed and sworn to before me personally, this 7th day of October, 1983.

Connie Danks
Notary Public

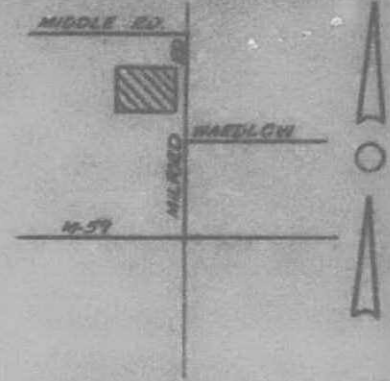
CONNIE DANKS
Notary Public, Oakland County, Michigan
My Commission Expires June 1, 1985

LAW OFFICES OF
DENNIS N. POWERS
2324 E. HIGHLAND ROAD
HIGHLAND, MI 48031

Drafted By:

Marc D. Hallowell (P 33603)
2324 E. Highland Rd.
Highland, MI 48031
(313) 887-8333

(313) 887-8333



TRANSFORMER SPEC. 1-17-261

FEDERAL SPEC.
NO. OF FEEDSTALS
NO. OF TEMPORARY CABLE MARKERS
TEMPORARY CABLE MARKER SPEC.
SECONDARY CONNECTION BOX SPEC.

— CODE —

- ⊙ TEMPORARY SECONDARY FEDERAL/TEMPORARY CABLE NUMBER
- OPT. (EAD FRONT TYPE)
- KEY (NON-SWITCHING—LIVE FRONT TYPE)
- KEY (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 BENCH TRENCH ONLY
- TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT
- SEP. CORR. CABINET

TRANSFORMER DATA

U.S.T. NO.	SIZE	ED. STK. NO.
H2767-1	50KVA	
-2	100KVA	
H2765-1	50KVA	

RETAG

FROM	TO
2765-1	2765-2
-2	-3
-4	-5
-5	-6
-6	-7
2767-1	2767-2
-2	-3
-4	-5
-5	-6

RETAG CABLE

FROM	TO
2767-5-B	2767-5-C
HMB	HMB
2765-5-B	2765-5-C
HMB	HMB

CABLE SUMMARY

ITEM #	DESCRIPTION	QUANTITY	UNIT
710002	1/2" x 1/2" HV	48	FT.
710003	1/2" x 1/2" HV	48	FT.
710004	1/2" x 1/2" HV	48	FT.

TRENCH SUMMARY

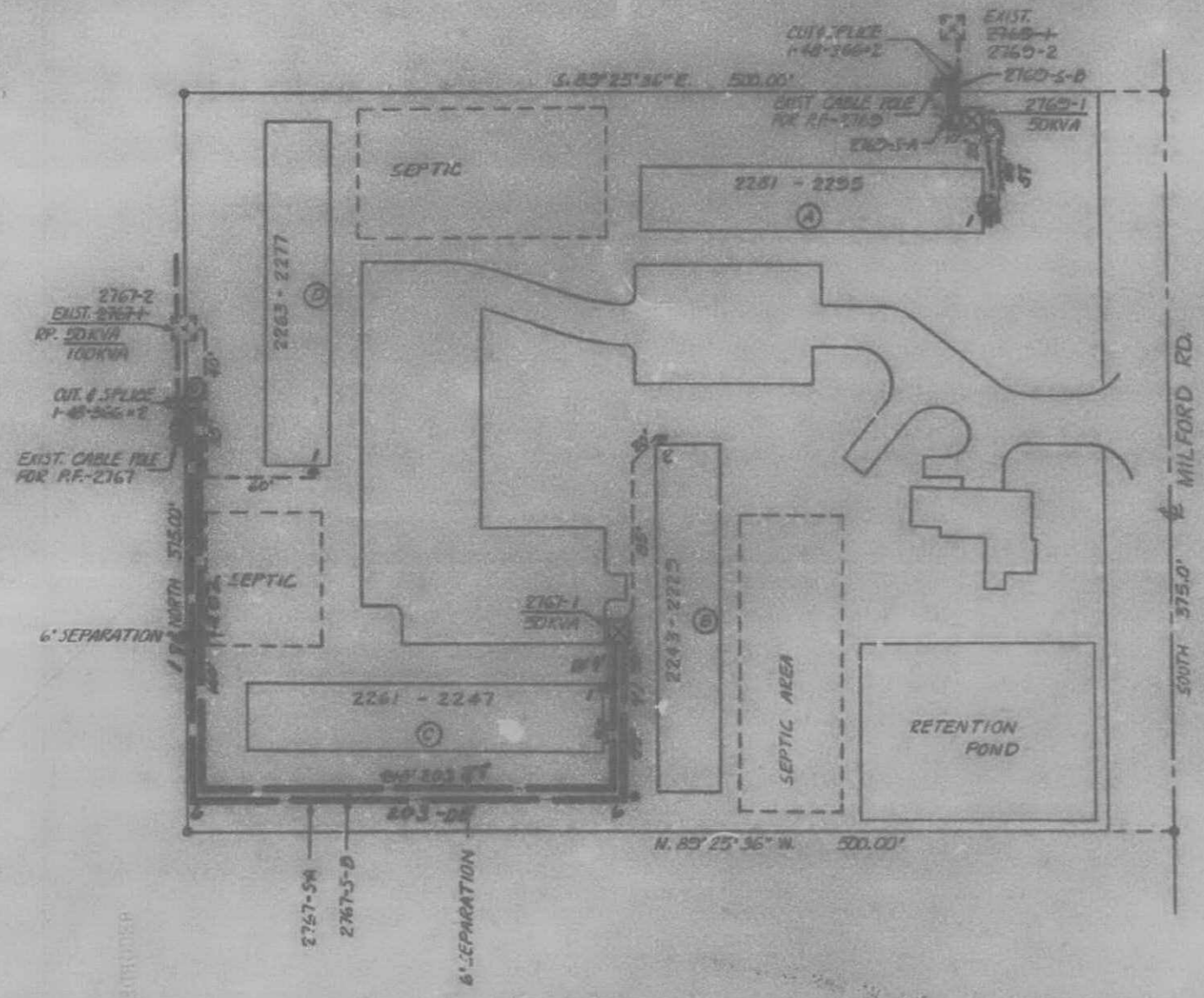
JOB USE	DE + CTE	48	FT.
D.E. ONLY		48	FT.
TEL. ONLY			
GAS ONLY			
OTHER			
TOTAL		48	FT.
SITE SUP.	JOHN DOLAN		PHONE NO. 857-2446

— GENERAL NOTES —

TRENCHING TO BE DONE BY D.E. CO.
TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
SEE SECTION 50 US LINE CONSTRUCTION STANDARDS FOR TRENCH AND DETAILS.
SEE PAGE 30-11 (SLAB) DETAIL "—" FOR ENTRANCE POINT DETAILS (APPL. ONLY).
SEE SECTION 43 US LINE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES.
TRANSFORMERS AND FEEDSTALS (EXCISE ONLY)
D.E. SERVICE PLANNER: DAVID FOLEY - 645-4141
TEL. CO.: DAN SIEGEL - 653-7745
GAS CO.:
OTHER:
CONTACT "MISS DIG" (800-432-7175) BEFORE DOING ANY EXCAVATION.
EASEMENTS INDICATED BY OUR CENTERLINE ARE
IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

CITY OF _____ COUNTY, NOTIFICATION ONLY YES
STATE OF _____ COUNTY, NOTIFICATION ONLY YES



NOTES AS INSTALLED
V.O. # 367041400
S.O. # 11-28-84
START: 11-28-84
FINISH: 11-28-84
LAP: UNIFORM CO. P. 0180000
FURNISH:
TRENCHING:
INSTALLER:
DATE: 11-28-84

R35557
ENLARGED RIGHT OF WAY

RETURN TO
J. D. McDONALD
THE DETROIT EDISON COMPANY
80400 TELEGRAPH ROAD, 264 OAKDH
BIRMINGHAM, MICHIGAN 48010

START DATE - 11-28-84

NO.	REVISION	DATE	BY	APP. BY
1	AS INSTALLED	11-28-84	D. STORK	
2	REVISED	11-28-84	D. FOLEY	
3	REVISED	11-28-84	D. FOLEY	
4	REVISED	11-28-84	D. FOLEY	

NO.	REVISION	DATE	BY	APP. BY
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4	REVISED	11-28-84	D. FOLEY	

CANTERBURY COMMONS

N.W. 1/4 SEC. 15

HIGHLAND TWP.

OAKLAND CO.

THE DETROIT EDISON COMPANY
SERVICE PLANNING
SCALE: 1" = 50'
NUMBER OF SHEETS: 20
SHEET NO.: 36704J45B
CITY OF DETROIT: 8255 WARDLOW - 13.2KV
SUPPLY ORDER NUMBER: 84A-64303

RECORDED RIGHT OF WAY NO. 35557