



Right of Way Agreement

85 2114

December 17, 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 hereinafter referred to as "EDISON", the easements 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 Birmingham of Oakland County, Michigan, and more particularly described on the attached Appendix "A", with the full right to EDISON 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.

8/10
3/36

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 EDISON, the undersigned covenant and agree that:

- 1. The easements will be graded to within four (4) inches of final grade before EDISON 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 EDISON equipment.
- 2. No buildings or structures other than EDISONS' equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easements without approval of EDISON.
- 3. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. EDISON 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 EDISONS' maintenance of their equipment.
- 4. If the lines of facilities of EDISON are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by EDISON at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

RECORDED RIGHT OF WAY NO. 36023

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

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

Witnesses:

Wilma H. Muncy

 Wilma H. Muncy

Kathleen J. Gordon

 Kathleen J. Gordon

Grantors:

Joseph Savin

 PRESIDENT ANN STREET CONDOMINIUMS INC.,

Joseph Savin

 JOSEPH SAVIN

85 JAN -7 13:00

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

Address: 1000 S. Woodward Ave., Ste. 201
Birmingham, Michigan 48010

Handwritten initials and number 7.00

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. ORG.	<i>JM</i>	<i>12-18-84</i>
INS. DEPT.		
LEGAL DEPT.		
RE & INV DEPT.		
SYSTEM ENG. DEPT.		
TAX DEPT.		

RETURN TO
 J A. ROBERTSON
 THE DETROIT EDISON COMPANY
 20400 TELEGRAPH ROAD, ~~572-0450~~ 264 O.D.Hy
 BIRMINGHAM, MICHIGEN 45010

STATE OF MICHIGAN)
) SS:
COUNTY OF Oakland)

On this 17th day of December 1984, before me appeared Joseph Savin and _____ to me personally known, who being by me severally duly sworn, did say that ~~HE IS~~ respectively President and _____ of Ann Street Condominiums Inc., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Joseph Savin and _____ acknowledged the said instrument to be the free act and deed of said Ann Street Condominiums Inc.

Wilma H. Muncy
Notary Public, Washtenaw County, Michigan
Acting In Oakland County, Michigan

My Commission Expires: July 12, 1987

APPENDIX "A"

(2) Land in the City of Birmingham, Oakland County, Michigan, described as part of Lot ⁸⁰⁰⁴ 15 and all of Lot 16 of "Grove" Addition to the Village of Birmingham (now city), Oakland County, Michigan, according to the plat thereof as recorded in Liber 8 of Plats, Page 4, Oakland County Records. Described as: Beginning at the northwest corner of said Lot 16: thence along the westerly line of Ann Street (50 feet wide), South 34°41'22" East, 237.49 feet; thence South 00°02'03" West, 17.42 feet; thence along the South line of Lots 15 and 16, North 89°57'57" West, 133.14 feet, thence along the West line of said Lot 16, North 00°33'23" West, 211.78 feet to the point of beginning. Also including Lots 3, 4 and 5 of "Assessor's Plat No. 4", a subdivision of part of the southeast 1/4 of the northeast 1/4 of Section 36, Town 2 North, Range 10 East, Village of Birmingham, (now city), Oakland County, Michigan. As recorded in Liber 46 of Plats, Page 30, Oakland County Records. 46030

(3)

Tax Identification #~~19-36-279-002~~ thru 007.

19-36-257-048 { 8004 15
8004 16
46030 3
46030 4
46030 5

RECORDED RIGHT OF WAY NO. 36023



RETURN TO
J A. ROBERTSON
THE DETROIT EDISON COMPANY
4040 TELEGRAPH ROAD, ~~572 OAKDE~~ 264 O.D. 177
BIRMINGHAM, MICHIGAN 48010

Affidavit

2-10/34

STATE OF MICHIGAN

County of Oakland) SS

Leonard P. Lucas, Director, Division, Engineering & Planning, of The Detroit Edison Company Detroit, Michigan, being duly sworn deposes and says:

THAT Ann Street Condominium, Inc. granted an easement to The Detroit Edison Company dated the 17th day of December, 19 84. Said easement was recorded in the office of the Register of Deed of Oakland County, Michigan on the 7th day of January, 19 85 in Liber 8876 Page 42, and being more particularly described as: City of Birmingham, County of Oakland, State of Michigan.

4

S

Land in the City of Birmingham, ⁸⁰⁰⁴ Oakland County, Michigan, described as part of Lot 15 and all of Lot 16 of "Grove" Addition to the Village of Birmingham (now city), Oakland County, Michigan, according to the plat thereof as recorded in Liber 8 of Plats, Page 4, Oakland County Records. Described as: Beginning at the Northwest corner of said Lot 16: thence along the westerly line of Ann Street (50 feet wide), South 34° 41'22" East, 237.49 feet; thence South 00°02'03" West, 17.42 feet; thence along the South line of Lots 15 and 16, North 89°57'57" West, 133.14 feet, thence along the West line of said Lot 16, North 00° 33'23" West, 211.78 feet to the point of beginning. Also including Lots 3, 4 and 5 of "Assessor's Plat No. 4", a subdivision of part of the southeast 1/4 of the northeast 1/4 of Section 36, Town 2 North, Range 10 East, Village of Birmingham, (now city), Oakland County, Michigan. As recorded in Liber 46 of Plats, Page 30, Oakland County Records. 46030

Tax Identification No. 19-36-279-002 thru 007.

19-36-257-000

9000400

NKA : ANN STREET CONDO

86 FEB -6 14:24

DAMIAN RECORDS

RECORDED RIGHT OF WAY NO. 36023

Deponent further states that on behalf of The Detroit Edison Company the underground easement locations, as in said grant provided, are established by a drawing dated April 18th, 19 85 and attached hereto, as required in said grant. Public Act 53 of 1974 requires anyone, prior to any power excavating, to telephone Miss Dig on 1-800-482-7171 for exact location of underground equipment.

Further Deponent sayeth not.

Witness

THE DETROIT EDISON COMPANY

Omer V. Racine
OMER V. RACINE
James D. McDonald
JAMES D. MCDONALD

Leonard P. Lucas (L.S.)
LEONARD P. LUCAS, Director
Division Engineering & Planning

STATE OF MICHIGAN

SS

COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 16th day of January, 19 86, by Leonard P. Lucas, Director, Division Engineering & Planning, The Detroit Edison Co.

Prepared By:

Omer V. Racine
The Detroit Edison Company
30400 Telegraph Road, Room 264
Birmingham, Michigan 48010

Omer V. Racine
Notary Public, _____ County, MI
My Commission Expires: _____

OMER V. RACINE
Notary Public, Oakland County, MI
My Commission Expires May 21, 1986

Bloomfield Twp.

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM 45 77 12-53

TO Records Center

DATE 2-25-86

RECORDED
RIGHT
OF WAY
NO.

Please set up R/W file for: ANA STREET CONDOS
Being a part of SE 1/4 & NE 1/4 of Section 36, City of Birmingham
Oakland County, Michigan

COPIES TO:

SIGNED

Omer V. Racine

Omer V. Racine
272 Oakland Div. Hqtrs.

REPORT

36023

DATE RETURNED

TIME

SIGNED

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM 563-0808 (MS-77) 12-53

TO City of Bloomfield

DATE 12-18-81

TIME

RECORDED
RIGHT
OF WAY
NO.

Re: Underground Service - Anna Street Condos
Agreement and Easements obtained - OK to proceed with construction

COPIES TO:

SIGNED

James McDonald

James McDonald, Representative
Real Estate, Rights of Way & Claims
272 Oakland Division Headquarters

REPORT

36023

DATE RETURNED

TIME

SIGNED



Oakland Division
 30400 Telegraph Road
 Birmingham, Michigan 48010
 (313) 645-4000

December 12, 1984

Mr. Joseph Savin
 Sanbreen Company
 C/O Savin, Wycoff, Phillips, Inc.
 1000 South Woodward, Suite 200
 Birmingham, Michigan 48011

Re: Ann Street Condos

Gentlemen:

Re: Ann Street Condos

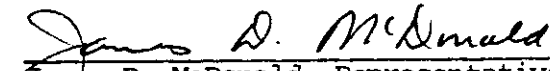
Enclosed is the original and one copy of the Right of Way Agreement for the above described project. Please have the original executed and returned to us. The copy should be retained by you for your records.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 3 of this agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of this instrument, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010, Att: James D. McDonald, Room 264.

Sincerely,


 James D. McDonald, Representative
 Real Estate, Rights of Way & Claims

JM/lis
 Enclosures

RECORDED RIGHT OF WAY NO.

36023

To (Supervisor, RE & R/W) <i>VIM ROBERTSON</i>	For RE & R/W Dept. Use	Date Received	DE/Bell/C.P. No.
Division <i>OAKLAND</i>	Date <i>11/7/84</i>	Application No. <i>D-7813</i> <i>OE 84-33J</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>ANN STREET CONDO^S</i>	County <i>OAKLAND</i>
City/Township/Village <i>BIRMINGHAM</i>	Section No. <i>36</i>
Type of Development <input type="checkbox"/> Proposed Subdivision <input type="checkbox"/> Apartment Complex <input checked="" type="checkbox"/> Condominium <input type="checkbox"/> Subdivision <input type="checkbox"/> Mobile Home Park <input type="checkbox"/> Other	
2. Name of Owner <i>SANBREEN CO. C/O SAVIN, WYCOFF, PHILLIPS, INC.</i>	Phone No.
Address <i>1000 SOUTH WOODWARD STE. 200 BIRMINGHAM MI 48011</i>	
Owner's Representative <i>JOSEPH SAVIN</i>	Phone No. <i>647-1525</i>
Date Service is Wanted <i>12-15-84</i>	

RECORDED RIGHT OF WAY NO. 36003

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

5. Joint easements required — 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 _____ Phone Numbers _____

Addresses _____

6. Additional Information or Comments _____

Note: Trenching letter attached will be submitted later

Service Planner <i>LARRY POPP</i>	Signed (Service Planning Supervisor) <i>Wm Mace</i>
Phone No. <i>645-4207</i>	Address <i>Rm 240 ODHQ</i>

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the [{]City ~~XXXXXX~~
~~XXXXXX~~
Birmingham, Oakland County, Michigan, described as follows:
Legal as per attached Sketch of Survey
Hoyem-Basso Assoc., Inc., Job #11918.01-D2

being known as _____ Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefor the sum of ONE HUNDRED & EIGHTY THOUSAND (\$180,000.00) & 00/100 Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY:
(Fill in one of the four following paragraphs, and strike out the remainder.)

~~Cash Sale A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.~~

Cash Sale with New Mortgage B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a See Addendum mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F.H.A.

~~Sale to Existing Mortgage C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payments of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the Seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.~~

~~Sale on Land Contract D. Payment of the sum of _____ Dollars in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum, and which DO, DO NOT include prepaid taxes and insurance.~~

~~Sale to Existing Land Contract If the Seller's title to said land is evidenced by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.~~

Evidence of Title 2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, ~~XXXXXX~~ a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.

Time of Closing 3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within 30 days after delivery of the abstract or policy of title insurance; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.

Seller's Default 4. In the event of default by the Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

Title Objections 5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

Possession 6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: Vacant Land

If the Seller occupies the property, it shall be vacated on or before _____ From the date of closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ to the Purchaser the amount due him and returning to the Seller

Great Lakes Title Agency of Detroit, Inc., for Title Insurance

RECORDED RIGHT OF WAY NO. 36023

Taxes and Prorated Items 7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with Fiscal Year (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing.

8. In consideration of the Broker's effort to obtain the Seller's approval, it is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

Owner's Authorization 9. The ~~Broker~~ ^{owner} is hereby authorized to make this offer and the deposit of \$1,000.00 Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

~~10. APPLICABLE TO F.H.A. SALES ONLY:~~

~~It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than \$..... which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.~~

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$.....

11. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer.

The closing of this sale shall take place at the office of Sanbreen Company, 1000 S. Woodward Avenue, #201, Birmingham, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

Additional conditions, if any: See Addendum

IN PRESENCE OF:

Wilma H. Manney
Ruthie Twitty
Dated.....

SANBREEN COMPANY For An Entity To Be Formed L.S.
By: Joseph Savin L.S. Secretary
Address 1000 S. Woodward Ave., #201
Birmingham, Michigan 48011
Phone 313-647-3250

RECORDED RIGHT OF WAY NO. 360233

~~BROKER'S ACKNOWLEDGMENT OF DEPOSIT~~

~~Received from the above named Purchaser the deposit money above mentioned, which will be applied as indicated in Paragraphs 8 and 9 above, or will be returned forthwith after tender if the foregoing offer and deposit is declined.~~

~~Address..... Broker
Phone..... By.....
This is a co-operative sale on a..... basis with.....~~

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of (..... Dollars) (..... per cent of the sale price), which shall be due and payable at the time set in said offer for the consummation of the sale, or if unconsummated, at the time of Seller's election to refund the deposit, or of Seller's or Purchaser's failure, inability or refusal to perform the conditions of this offer; provided, however, that if the deposit is forfeited under the terms of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the Broker in full payment for services rendered.

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this agreement.

IN PRESENCE OF:

Stella M. ...
...
Dated 6-5-84

Thomas O. ... L.S.
... L.S. Seller
Address.....
Phone.....

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated 6/6/84 Joseph Savin L.S. Purchaser

Furnished by

ADDENDUM

- (1) Upon payment of a total of \$10,000.00, which shall be non-refundable, Purchaser shall have an option to purchase the entire parcel under the terms as set forth below. In the event Purchaser exercises its option to purchase the \$10,000.00 payment will be applied to the purchase price.
- (2) Sale is to be consummated by a purchase money mortgage providing for a down payment of \$18,000.00 and payment of the entire purchase price together with interest at 10% per annum within three (3) years of the date the mortgage is executed. The mortgage will provide for partial releases of the indebtedness as follows:

SITE #1

* 1.	\$12,000.00 + 10% Interest Per Annum
2.	\$28,000.00 + 10% Interest Per Annum
3.	\$26,000.00 + 10% Interest Per Annum
4.	\$24,000.00 + 10% Interest Per Annum
5.	\$22,000.00 + 10% Interest Per Annum
6.	\$20,000.00 + 10% Interest Per Annum
7.	\$18,000.00 + 10% Interest Per Annum
8.	\$12,000.00 + 10% Interest Per Annum
9.	Ø

* Site #1 will be \$30,000.00 total. A \$12,000.00 cash payment plus credit for the \$18,000.00 down payment.

The order of releases for indebtedness will be at sole option of the Mortgagor/Purchaser.

- (3) Upon execution of the purchase money mortgage nine partial releases of indebtedness in recordable form to be held in escrow by the Title Company.

for (4) Individual guarantees go into effect within one year of date of acceptance or on commencement of construction whichever is sooner

SANBREEN COMPANY For An Entity To Be Formed

By: Joseph Savin
Joseph Savin, Secretary

RECORDED RIGHT OF MORTGAGE NO. 36023

JUNE 5, 1984

IT IS FURTHER AGREED AND UNDERSTOOD AS FOLLOWS:

PURCHASER SHALL PAY \$10,000.00 WITHIN 30 DAYS FROM THIS DATE (IN ADDITION TO CHECK # 3150 FOR \$1,000.00, RECEIPT OF WHICH IS ACKNOWLEDGED).

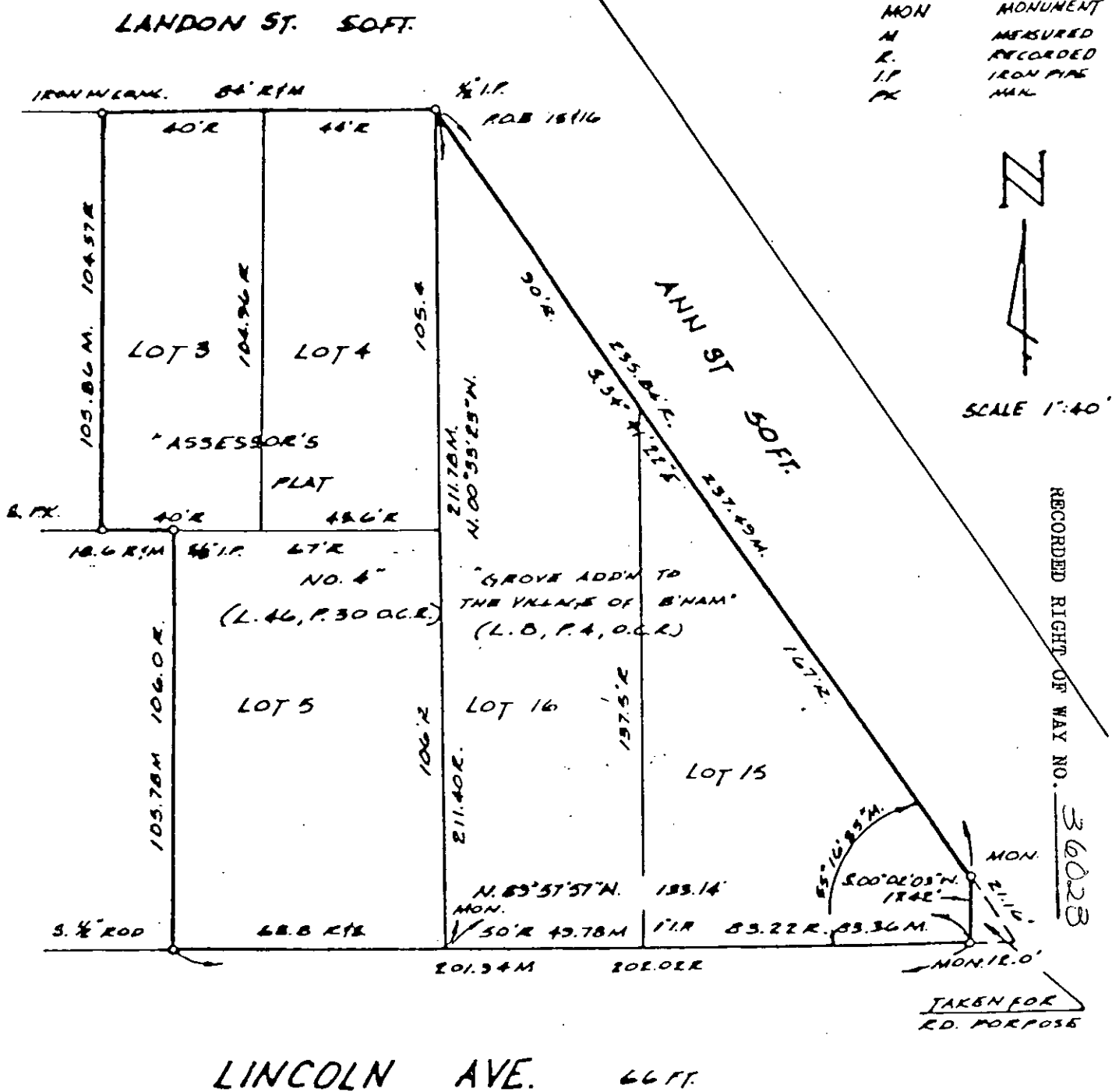
PURCHASER SHALL HAVE UP TO SIX (6) MONTHS WITHIN WHICH TO EXERCISE ITS OPTION BY PAYING THE ADDITIONAL SUM OF \$9,000.00.

IF THE OPTION IS TIMELY EXERCISED THE PURCHASE IS GUARANTEED BY SANBREEN TO COMPLETE ITS AS SELLER SHALL BE INDEMNIFIED AGAINST ANY LIABILITY PURCHASER MAY INCUR. * see (4) above INDIVIDUALLY

INT. U.S. (circled)
INT. 11/9 (circled)

Joseph Savin

SKETCH OF SURVEY



THE ABOVE SKETCH & DESCRIPTION BASED ON N.A.S. JOB NO. 10188 DATED: 4:26:78

25 WEST LONG LAKE

HOYEM-BASSO ASSOC., INC.
BLOOMFIELD HILLS, MICH. 48013

JOB NO. 11510.01-DE DATE: 8:28:80 DWN. BY: K.R.M.

RAK 9-15-80

LEGAL DESCRIPTION FROM FIELD SURVEY

Land in the City of Birmingham, Oakland County, Michigan, described as part of Lot 15 and all of Lot 16 of "Grove Addition to the Village of Birmingham (now city), Oakland County, Michigan, according to the plat thereof as recorded in Liber 8 of Plats, Page 4, Oakland County Records.

Described as:

Beginning at the Northwest corner of said Lot 16; thence, along the westerly line of Ann Street (50 ft. wd.), S.34°41'22"E., 237.49 feet; thence S.00°02'03"W., 17.42 feet; thence along the South line of Lots 15 and 16, N.89°57'57"W., 133.14 feet, thence along the west line of said Lot 16, N.00°33'23"W., 211.78 feet to the Point of Beginning.

Also including Lots 3, 4 and 5 of "Assessor's Plat No. 4", a subdivision of part of the Southeast 1/4 of the North-east 1/4 of Section 36, T.2N., R.10E., Village of Birmingham, (now city), Oakland County, Michigan. As recorded in Liber 46 of Plats, page 30. Oakland County Records.

Subject to Right of Ways, Easements, and Restrictions of Record, if any.

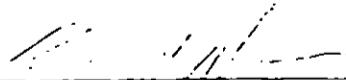
RECORDED RIGHT OF WAY NO. 36023

CERTIFICATE

WE HEREBY CERTIFY TO ALL PARTIES INTERESTED IN TITLE TO THE ABOVE DESCRIBED PARCEL, THAT THIS SKETCH OF SURVEY (11918.01-02) WAS PREPARED BY US BASED ON OUR JOB NO. 10158, DATED 4/25/73, BEING A SURVEY OF THIS PARCEL AND ADDITIONAL LAND.

WE MADE NO ADDITIONAL FIELD WORK TO PREPARE THIS SKETCH OF A PORTION OF THAT SURVEY.

9-16-80
DATE



ROGER P. MOORE
REGISTERED LAND SURVEYOR
NO. 24605

LAND COST
COPY OF WARRANTY DEED
TITLE INSURANCE

The Grantor(s) Noel A. Gage, a married man, Hilda R. Gage, Thomas A. Sullivan, a married man and Mary Eileen Sullivan, whose address is 3000 Town Center, Suite 1500, Southfield, Michigan 48075 25400 W. Eight Mile Road, Southfield, Michigan 48075 convey(s) and warrant(s) to ~~Ann Street Condominiums, Inc.~~

whose address is 1000 S. Woodward Ave., Ste. 201, Birmingham, MI

the following described premises situated in the City of Birmingham, County of Oakland and State of Michigan:

See legal description attached hereto and incorporated herein by reference.

COPY

for the sum of One Hundred Eighty Thousand and no/100 (\$180,000.00) Dollars

subject to easements and building and use restrictions of record and zoning ordinances if any, and any and all mortgages or encumbrances made by grantee.

Dated this 30th day of November, 1984

Signed in presence of:

Signed by:

Gary A Ference
* GARY A. FERENCE
Thomas A Heller
* THOMAS A. HELLER

Noel A Gage
* NOEL A. GAGE
Hilda R Gage
* HILDA R. GAGE
Thomas A Sullivan
* THOMAS A. SULLIVAN
Mary Eileen Sullivan
* MARY EILEEN SULLIVAN

RECORDED RIGHT OF WAY NO. 36023

STATE OF MICHIGAN. }
COUNTY OF OAKLAND } SS.

The foregoing instrument was acknowledged before me this 30th day of November 19 84 by Noel A. Gage, Hilda R. Gage, Thomas A. Sullivan, Mary Eileen Sullivan

Susan M. Corsiglia
* Susan M. Corsiglia
Notary Public, Oakland County, Michigan
My commission expires: 8/26/87

County Treasurer's Certificate City Treasurer's Certificate

When Recorded Return To: Joseph Savin
1000 S. Woodward Ave., Ste. 201
Birmingham, Michigan 48011
Send Subsequent Tax Bills To: GRANTEE
Drafted By: Bushnell, Gage, Doctoroff & Reizen
Business Address: 3000 Town Center Suite 1500 Southfield, MI 48075

ST. PAUL TITLE INSURANCE CORPORATION -- SUCCESSOR TO BURTON ABSTRACT AND TITLE COMPANY - SERVING YOU SINCE 1866

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Sanbreen,
Company, Inc.

1000 South Woodward
Suite 201
Birmingham, Michigan 48011

(313) 647-3250

December 3, 1984

Detroit Edison
30400 Telegraph
Room 240
Birmingham, Michigan 48010

Attention: Larry Popp

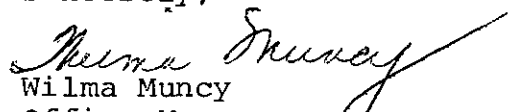
Re: Ann Street Condominiums
Birmingham, Michigan

Dear Mr. Popp:

In regards to your request of proof of ownership enclosed please find a copy of the warranty deed from the sellers to Ann Street Condominiums, Inc.

If you have any further questions please contact Mr. Joseph Savin at the telephone number above.

Sincerely,


Wilma Muncy
Office Manager
Sanbreen Co. for Ann St. Condominiums, Inc.

enclosure

RECORDED RIGHT OF WAY NO.

36023

R 36023