





WITH ALTERNATE TAX AND INSURANCE PROVISIONS

1983

This Contract, Made this 1st day of September

Parties

between James P. Thomas, a single man

hereinafter referred to as the "Seller,"

whose address is 480 W. Tienken, Rochester, Michigan 48063

and Michael Gaglead and Linda Gaglead, his wife

hereinafter referred to as the "Purchaser,"

whose address is 36611 English, Sterling Heights, Michigan

Witnesseth:

Description of Premises

1. THE SELLER AGREES AS FOLLOWS:

Village Township

(a) To sell and convey to the Purchaser land in the City of Oakland

Oakland

County, Michigan, described as:

See attached legal description which is incorporated herein by reference.

027180

MICHIGAN COUNTY TREASURER'S CERTIFICATE... C. HUGH DOHARTY, County Treasurer

2-8-84 [Signature]

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

Terms of Payment

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

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

Nineteen Thousand Five Hundred (\$19,500) DOLLARS,

of which the sum of Four Thousand (\$4,000) DOLLARS,

has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of Fifteen Thousand Five Hundred (\$15,500) DOLLARS,

is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of Eleven (11%) per cent per annum. This balance of purchase money and interest shall be paid in monthly installments of Two Hundred Fifty and 00/100 (\$250.00) DOLLARS

each, or more at Purchaser's option, on the 1st day of each month, beginning October 1, 1983, said payments to be applied first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within Four (4) years from the date hereof, anything herein to the contrary notwithstanding.

Seller's Duty to Convey

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

To furnish Title Evidence

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance insuring Purchaser or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the St. Paul Title Insurance Corporation. If the evidence of title is an Abstract of Title, the Seller shall have the right to retain possession of the Abstract of Title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.

Purchaser's Duties

2. THE PURCHASER AGREES AS FOLLOWS:

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

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

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

To Pay, Assess and Keep Premises Insured

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

Alternate Payment Method

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

Month amount of tax and insurance to be collected

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

Notarization of this contract

(f) That he has examined [a Title Insurance Commitment dated] [an Abstract of Title Certificate] September 6, 1983

covering the above described premises and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

RECORDED 2/10/83 36053

DEED NO. 36053

1100 [Signature]

Maintenance of premises

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

Mortgage by Seller

3 THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; shall provide for rate of interest on the unpaid balance of the mortgage debt which does not exceed the rate of interest provided in Paragraph 1 (b), 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, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

Encumbrances on Seller's Title

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums first maturing hereon, with interest at the rate provided in Paragraph 1 (b) on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.

Non-payment of Taxes or Insurance

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

Assignment by Purchaser

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

Possession

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

Right to Foreclose

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

Acceptance Clause

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

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

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

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

Reply to Purchaser

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

Assignment Clause

(l) Purchasers shall have the right to prepay the entire amount due and owing under this Agreement at any time, without penalty. Seller and Purchasers agree and understand that Seller previously entered into a Land Contract covering the purchase of the parcel of land which is the subject of this Agreement. Seller agrees to notify Purchasers immediately of any default in said Land Contract, so that Purchasers rights of ownership under this Agreement shall not be impaired.

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

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

Signed in the presence of

Alan N. G...  
K... E. Franchi

Michael J. Leonard  
Linda Leonard

RECORDED RIGHT OF WAY NO. 370153

Rec'd P/O # 36053

LIBER 8591 PAGE 128

Use this Acknowledgment Form for Individuals

STATE OF MICHIGAN  
COUNTY OF Oakland } ss

The foregoing instrument was acknowledged before me this 1st day of September

19 83 by James P. Thomas, Michael Gagleard, Linda Gagleard

*Cheryl L. Trautmann*  
Cheryl L. Trautmann Notary Public  
Oakland County, Michigan

My Commission expires May 23 19 87

Use this Acknowledgment Form for Corporations

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_ } ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

19 \_\_\_\_\_ by \_\_\_\_\_  
(Individual Name(s) and Office(s) Held)  
of \_\_\_\_\_  
(Corporate Name)  
corporation, on behalf of the corporation.  
(State of Incorporation)

My Commission expires \_\_\_\_\_ 19 \_\_\_\_\_  
Notary Public  
County, Michigan

Drafted by:  
ALAN N. GAGLEARD  
1700 W. BIG BEAVER ROAD  
TROY, MICH. 48064

Witnessed by: When recorded return to:  
Alan N. Gagleard, Esq.  
1700 W. Big Beaver Road, #200  
Troy, Michigan 48084

PAYMENT SCHEDULE

PAYABLE AT

Unless notified by Seller in writing to the contrary.

DATE	PRINCIPAL PAYMENTS	BALANCE OF PRINCIPAL	INTEREST PAYMENTS Rate %	PAYING INTEREST TO	SIGNATURE

Where payment schedule will be furnished upon request by the St. Paul Title Insurance Corporation

RECORDED RIGHT OF WAY NO. 36053

RIDER

Lead in the Township of Oakland, Oakland County, Michigan, described as:

Parcel D

A part of the South 1/2 of Section 27, Town 4 North, Range 11 East, Oakland Township, Oakland County, Michigan described as follows:

Commencing at the East 1/4 Corner of Section 27; thence South 85 degrees 16 minutes 00 seconds West, 3487.58 feet along the centerline of Snell Road to the Point of Beginning; thence continuing South 85 degrees 16 minutes 00 seconds West, 20.41 feet along the centerline of Snell Road; thence South 16 degrees 11 minutes 48 seconds East, 105.00 feet; thence South 12 degrees 48 minutes 12 seconds West, 115.00 feet; thence South 45 degrees 11 minutes 48 seconds East, 54.48 feet; thence South 00 degrees 34 minutes 34 seconds West, 175.00 feet; thence North 86 degrees 47 minutes 05 seconds West, 135.00 feet; thence North 00 degrees 54 minutes 20 seconds East, 137.00 feet; thence South 86 degrees 32 minutes 07 seconds West, 130.71 feet; thence South 04 degrees 12 minutes 55 seconds East, 330.00 feet; thence North 54 degrees 52 minutes 37 seconds East, 316.34 feet; thence North 00 degrees 34 minutes 34 seconds East, 193.70 feet; thence North 45 degrees 11 minutes 48 seconds West, 51.84 feet; thence North 12 degrees 48 minutes 12 seconds East, 109.09 feet; thence North 16 degrees 11 minutes 48 seconds West, 106.11 feet to a point on the centerline of Snell Road and the Point of Beginning

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

# N-10-27. 376-009

(SEE NEXT PAGE FOR CONTINUATION.)

Parcel Identification No. 10-27-37A-A12

FIDERPARCEL "D", CONTINUED.

Subject to an easement for access to a water well over an easement described as:

Commencing at the east  $\frac{1}{4}$  corner of section 27, thence south 85 degrees 16 minutes 00 seconds west, 3751.09 feet along the centerline of Snell Road, thence south 04 degrees 12 minutes 55 seconds east, 270.37 feet to the point of beginning, thence continuing south 04 degrees 12 minutes 55 seconds east, 34.00 feet, thence north 85 degrees 47 minutes 05 seconds east, 8.50 feet, thence north 04 degrees 12 minutes 55 seconds west, 33.89 feet, thence south 86 degrees 32 minutes 07 seconds west, 8.50 feet to the point of beginning.

Subject to a 20 foot easement for ingress and egress and utilities for the use of owners and their assigns, of Parcels A, B, and C, and as described: [Commencing at the east  $\frac{1}{4}$  corner of section 27, thence south 85 degrees 16 minutes 00 seconds west, 3487.58 feet along the centerline of Snell Road, to the point of beginning, thence continuing south 85 degrees 16 minutes 00 seconds west, 20.41 feet, along the centerline of Snell Road, thence south 16 degrees 11 minutes 48 seconds east, 185.00 feet, thence south 12 degrees 48 minutes 12 seconds west, 115.00 feet, thence south 45 degrees 11 minutes 48 seconds east, 54.48 feet, thence south 00 degrees 34 minutes 34 seconds west, 175.00 feet, thence south 62 degrees 17 minutes 03 seconds east, 22.47 feet, thence north 00 degrees, 34 minutes 34 seconds east 181.78 feet, thence north 45 degrees 11 minutes 48 seconds west, 51.84 feet, thence north 12 degrees 48 minutes 12 seconds east, 109.09 feet, thence north 16 degrees 11 minutes 48 seconds west, 106.11 feet to a point on the centerline of Snell Road, and the point of beginning.]

RECORDED RIGHT OF WAY NO.

36053

182  
SEND WITH F.I.A. 7981

COMMITMENT FOR TITLE INSURANCE NUMBER 63-604666-1.  
**CHICAGO TITLE INSURANCE COMPANY**  
CHICAGO, ILLINOIS 60602

**THE PHILIP F. GRECO TITLE COMPANY**

64 W. LAWRENCE • PONTIAC, MICHIGAN 48068 • (313) 858-2693

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 B-1970 (AMENDED 10-17-70)  
\$ 132,500.00

ALTA LOAN POLICY  
FORM B-1970 (AMENDED 10-17-70)  
WITHOUT EXCEPTIONS

ALTA LOAN POLICY  
FORM B-1970 (AMENDED 10-17-70)  
WITH EXCEPTIONS

PARTY TO BE INSURED

James P. Thomas

DESCRIPTION OF REAL ESTATE

Situated in Township of Oakland, Oakland County, Michigan

(SEE ATTACHED RIDER FOR FULL LEGAL DESCRIPTION OF REAL ESTATE)

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

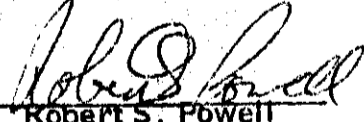
1. Owner: Snell Road Associates, a Michigan Co-Partnership.

Subject to the interest of James P. Thomas, as purchaser in land contract dated October 13, 1982 and recorded January 12, 1983, in liber 8304, page 335, Oakland County Records.

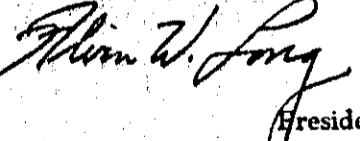
RECORD DEED FROM JAMES P. THOMAS, AND WIFE, IF ANY, TO THE ABOVE OWNERS, AS TO PARCEL "D".

Subject to the land contract purchaser's interest of James P. Thomas, as recited in Title Insurance Application, as to Parcels A, B, C, and D.

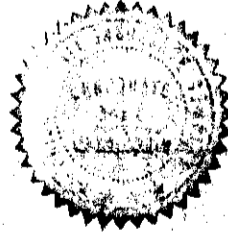
(SEE ATTACHED RIDER NUMBER ONE)

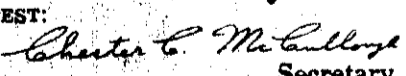
Countersigned:   
Robert S. Powell  
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:   
Thom W. Long  
President.

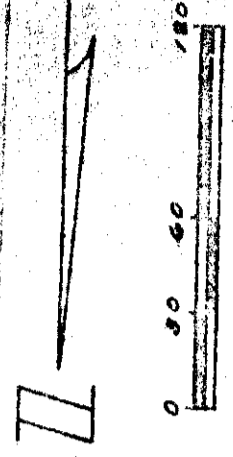
Dated at Pontiac, Michigan,  
July 25, 1983, 8:00 A.M.  
REVISED NO. 2. P.M.



ATTEST:   
Chester C. McCullough  
Secretary.

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

ah



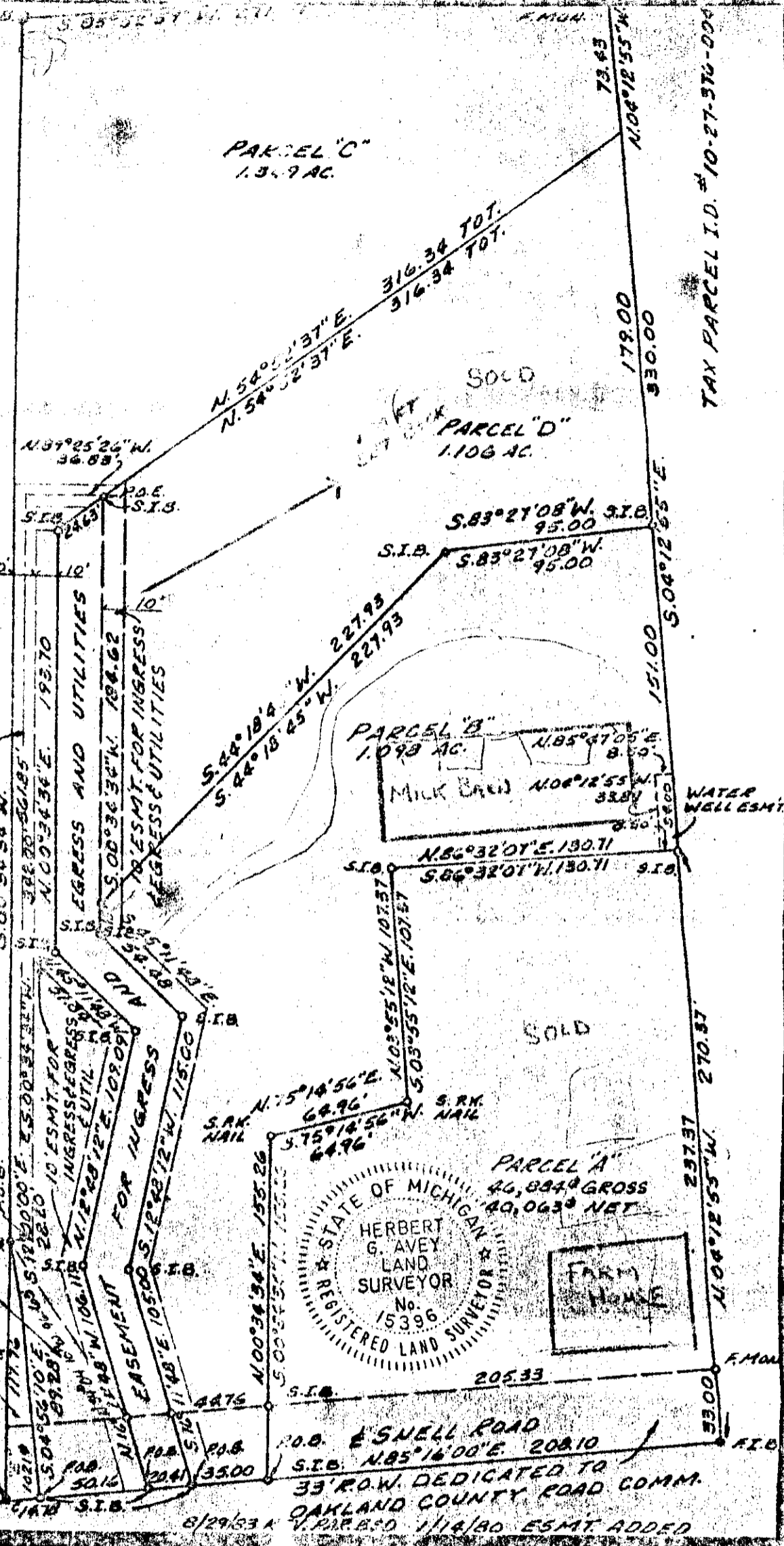
SCALE: 1" = 60'

**SURVEYOR'S CERTIFICATE**  
 I hereby certify that I have surveyed and mapped the land above platted and/or described on October 1, 1979 and that the ratio of closure on the unadjusted field observations of such survey was less than 1/5000 and that all of the requirements of P.A. 132 1970 have been complied with.

EAST 1/4 CORNER - SECTION 27 - FOUND 3" SQUARE BAR IN MCN. BOX  
 37.81' N.W. TO NAIL IN "G.W." SHIPER #3999 IN S.W. FACE UTILITY POLE  
 79.58' S.S.E. TO P.N. NAIL IN SHIPER #1.E. FACE 12" ELM.  
 49.08' S.W. TO NAIL IN "G.W." SHIPER #3940 S.E. FACE UTILITY POLE.

PARCEL IS CREATED FOR THE SOLE PURPOSE OF CLEARING AN INCUMBRANCE ON A FRAME BARN.  
 EAST 1/4 CORNER SECTION 27 T.4N., R.11E.

10' PRIV. ESMT. FOR DET. EDISON & M.B.T. CO.'S.



RETURN TO:  
**URBAN LAND CONSULTANTS**  
 CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS  
 2300 ESM ROAD UTICA, MICHIGAN 48027

LEGEND  
 FIB - Found Iron Bar  
 FIP - Found Iron Pipe  
 SIB - Set Iron Bar  
 R - Record Distance  
 M - Measured Distance

10/6/85 ESMT. ADL. DYPARC 1/6/80 REVISED  
 5/14/81 ESMT. ADDED  
*Herbert G. Avey*  
 Herbert G. Avey  
 Registered Land Surveyor 15396

Date 11/20/79  
 Drawn H.G.A.  
 Check  
 Eject 1085  
 F.I.L. 04  
 Job No. 74100-1221



**MAP MAP MAP**

**REPLACE WITH MAP  
HERE!**

Property Description

Parcel "A"

A part of the South  $\frac{1}{2}$  of Section 27, T. 4 N., R. 11 E., Oakland Township, Oakland County, Michigan is more particularly described as:

Commencing at the East  $\frac{1}{4}$  Corner of Section 27; thence S.  $85^{\circ}16'00''$  W. 3542.99 feet along the centerline of Snell Road to the Point of Beginning; thence S.  $00^{\circ}34'34''$  W. 155.26 feet; thence S.  $75^{\circ}14'56''$  W. 64.96 feet; thence S.  $03^{\circ}55'12''$  E. 107.37 feet; thence S.  $86^{\circ}32'07''$  W. 130.71 feet; thence N.  $04^{\circ}12'55''$  W. 270.37 feet to a point on the centerline of Snell Road; thence N.  $85^{\circ}16'00''$  E. 208.10 feet along the centerline of Snell Road to the Point of Beginning and containing 46,884 square feet gross and 40,063 square feet exclusive of road R.O.W.

Subject to the rights of the public for highway purposes along Snell Road.

Also, subject to an easement for the service and maintenance of water lines and other utility lines presently existing across the parcel.

Together with the right to a water well over an easement described as: Commencing at the East  $\frac{1}{4}$  Corner Section 27; thence S.  $85^{\circ}16'00''$  W. 3751.09 feet along the centerline of Snell Road; thence S.  $04^{\circ}12'55''$  E. 270.37 feet to the Point of Beginning; thence continuing S.  $04^{\circ}12'55''$  E. 34.00 feet; thence N.  $85^{\circ}47'05''$  E. 8.50 feet; thence N.  $04^{\circ}12'55''$  W. 33.89 feet; thence S.  $86^{\circ}32'07''$  W. 8.50 feet to the Point of Beginning.

RECORDED RIGHT OF WAY NO. 36052  
36053

MAP MAP MAP

REPLACE WITH MAP  
HERE!

Property Description

Parcel "B"

A part of the South  $\frac{1}{2}$  of Section 27, T. 4 N., R. 11 E., Oakland Township, Oakland County, Michigan is described as:

Commencing at the East  $\frac{1}{4}$  Corner of Section 27; thence S.  $85^{\circ} 16' 00''$  W., 3507.99 feet along the centerline of Snell Road to the Point of Beginning; thence S.  $16^{\circ} 11' 48''$  E., 105.00 feet; thence S.  $12^{\circ} 48' 12''$  W., 115.00 feet; thence S.  $45^{\circ} 11' 48''$  E., 54.48 feet; thence S.  $00^{\circ} 34' 34''$  W., 15.00 feet; thence S.  $44^{\circ} 18' 45''$  W., 227.93 feet; thence S.  $83^{\circ} 27' 08''$  W., 95.00 feet; thence N.  $04^{\circ} 12' 55''$  W., 151.00 feet; thence N.  $86^{\circ} 32' 07''$  E., 130.71 feet; thence N.  $03^{\circ} 55' 12''$  W., 107.37 feet; thence N.  $75^{\circ} 14' 56''$  E., 64.96 feet; thence N.  $00^{\circ} 34' 34''$  E., 155.26 feet to a point on the centerline of Snell Road; thence N.  $85^{\circ} 16' 00''$  E., 35.00 feet along the centerline of Snell Road to the Point of Beginning and containing 47,829 square feet gross area (1.098 acres).

Subject to the rights of the public for highway purposes along Snell Road.

Subject to a ten foot easement for ingress and egress and utilities over the easterly ten feet of the parcel

Subject to an easement for access to a water well over an easement described as:  
Commencing at the East  $\frac{1}{4}$  Corner of Section 27; thence S.  $85^{\circ} 16' 00''$  W., 3751.09 feet along the centerline of Snell Road; thence S.  $04^{\circ} 12' 55''$  E., 270.37 feet to the Point of Beginning; thence continuing S.  $04^{\circ} 12' 55''$  E., 34.00 feet; thence N.  $85^{\circ} 47' 05''$  E., 8.50 feet; thence N.  $04^{\circ} 12' 55''$  W., 33.89 feet; thence S.  $86^{\circ} 32' 07''$  W., 8.50 feet to the Point of Beginning.

RECORDED RIGHT OF WAY NO. 36052+  
36053

MAP MAP MAP

REPLACE WITH MAP  
HERE!

Property Description

Parcel "C"

A part of the South  $\frac{1}{2}$  of Section 27, T. 4 N., R. 11 E., Oakland Township, Oakland County, Michigan is described as:

Commencing at the East  $\frac{1}{4}$  Corner of Section 27; thence S.  $85^{\circ} 16' 00''$  W., 3437.42 feet along the centerline of Snell Road to the Point of Beginning; thence S.  $04^{\circ} 56' 10''$  E., 89.28 feet; thence S.  $12^{\circ} 00' 00''$  E., 28.20 feet; thence S.  $00^{\circ} 34' 34''$  W., 561.85 feet; thence S.  $05^{\circ} 52' 59''$  W., 271.67 feet; thence N.  $04^{\circ} 12' 55''$  W., 73.43 feet; thence N.  $54^{\circ} 52' 37''$  E., 316.34 feet; thence N.  $00^{\circ} 34' 34''$  E., 193.70 feet; thence N.  $45^{\circ} 11' 48''$  W., 51.84 feet; thence N.  $12^{\circ} 48' 12''$  E., 109.09 feet; thence N.  $16^{\circ} 11' 48''$  W., 106.11 feet to a point on the centerline of Snell Road; thence N.  $8^{\circ} 16' 00''$  E., 50.16 feet along the centerline of Snell Road to the Point of Beginning and containing 1.349 acres.

Subject to a ten (10) foot private easement for public utilities along the east line of Parcel "C" the centerline of which is described as: Commencing at the East  $\frac{1}{4}$  Corner of Section 27; thence S.  $85^{\circ} 16' 00''$  W., 3422.64 feet along the centerline of Snell Road; thence S.  $00^{\circ} 34' 34''$  W., 117.76 feet; thence N.  $89^{\circ} 25' 26''$  W., 5.00 feet to the Point of Beginning of this easement; thence S.  $00^{\circ} 34' 34''$  W., 342.00 feet; thence N.  $89^{\circ} 25' 26''$  W., 36.83 feet to a Point of Ending of this easement.

Also, subject to a ten foot easement for ingress and egress and utilities over the westerly ten feet of the northerly 445 feet of Parcel "C". This easement is to abutt a twenty foot ingress and egress easement on Parcel "D" immediately west and extending from Snell Road southward.

Property Description

Parcel "D"

A part of the South  $\frac{1}{2}$  of Section 27, T. 4 N., R. 11 E., Oakland Township, Oakland County, Michigan is described as:

Commencing at the East  $\frac{1}{4}$  Corner of Section 27; thence S.  $85^{\circ} 16' 00''$  W., 3487.58 feet along the centerline of Snell Road to the Point of Beginning; thence continuing S.  $85^{\circ} 16' 00''$  W., 20.41 feet along the centerline of Snell Road; thence S.  $16^{\circ} 11' 48''$  E., 105.00 feet; thence S.  $12^{\circ} 48' 12''$  W., 115.00 feet; thence S.  $45^{\circ} 11' 48''$  E., 54.48 feet; thence S.  $00^{\circ} 34' 34''$  W., 15.00 feet; thence S.  $44^{\circ} 18' 45''$  W., 227.93 feet; thence S.  $83^{\circ} 27' 08''$  W., 95.00 feet; thence S.  $04^{\circ} 12' 55''$  E., 179.00 feet; thence N.  $54^{\circ} 52' 37''$  E., 316.34 feet; thence N.  $00^{\circ} 34' 34''$  E., 193.70 feet; thence N.  $45^{\circ} 11' 48''$  W., 51.84 feet; thence N.  $12^{\circ} 48' 12''$  E., 109.09 feet; thence N.  $16^{\circ} 11' 48''$  W., 106.11 feet to a point on the centerline of Snell Road and the Point of Beginning and containing 1.106 acres.

Subject to the rights of the public for highway purposes along Snell Road.

Subject to a 20 foot easement for ingress and egress and utilities for the use of owners and their assigns of Parcels A, B and C and described as: Commencing at the East  $\frac{1}{4}$  Corner of Section 27; thence S.  $85^{\circ} 16' 00''$  W., 3487.58 feet along the centerline of Snell Road to the Point of Beginning; thence continuing S.  $85^{\circ} 16' 00''$  W., 20.41 feet along the centerline of Snell Road; thence S.  $16^{\circ} 11' 48''$  E., 105.00 feet; thence S.  $12^{\circ} 48' 12''$  W., 115.00 feet; thence S.  $45^{\circ} 11' 48''$  E., 54.48 feet; thence S.  $00^{\circ} 34' 34''$  W., 199.62 feet; thence N.  $54^{\circ} 52' 37''$  E., 24.63 feet; thence N.  $00^{\circ} 34' 34''$  E., 193.70 feet; thence N.  $45^{\circ} 11' 48''$  W., 51.84 feet; thence N.  $12^{\circ} 48' 12''$  E., 109.09 feet; thence N.  $16^{\circ} 11' 48''$  W., 106.11 feet to a point on the centerline of Snell Road and the Point of Beginning.



RECORDED RIGHT OF WAY NO. 36052+  
36053

APPLICATION FOR RIGHT OF WAY

PK 903-0811 5-7488 (MS 25)

SEC. 2.7

PLEASE SECURE RIGHT OF WAY AS FOLLOWS.

DATE July 8, 1985

LOCATION S. Side Snell, W. of Rochester

APPLICATION NO. 07981

CITY OR VILLAGE

DEPT. ORDER NO.

TOWNSHIP Oakland COUNTY Oakland

O. F. W. NO.

BUDGET ITEM NO.

DATE BY WHICH RIGHT OF WAY IS WANTED 8-1-85

INQUIRY NO.

THIS R/W IS 100 % OF TOTAL PROJECT NO. ACCUM. %

JOINT RIGHT OF WAY REQUIRED YES [X] NO [ ]

Memo #01761 to Linda Jensen MBT Metro North.

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED 10' Underground Easement for D.E.Co & MBT

See Attached Sketch.

PURPOSE OF RIGHT OF WAY

SIGNED [Signature] Oakland OFFICE

Service Planning DEPARTMENT

RECORDED RIGHT OF WAY NO. 36052 & 36053

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Recorded Joint Underground right-of-way secured as requested on the attached sketch. Contacts by John Greenlee, Real Estate, and Rights of Way - Oakland Division.

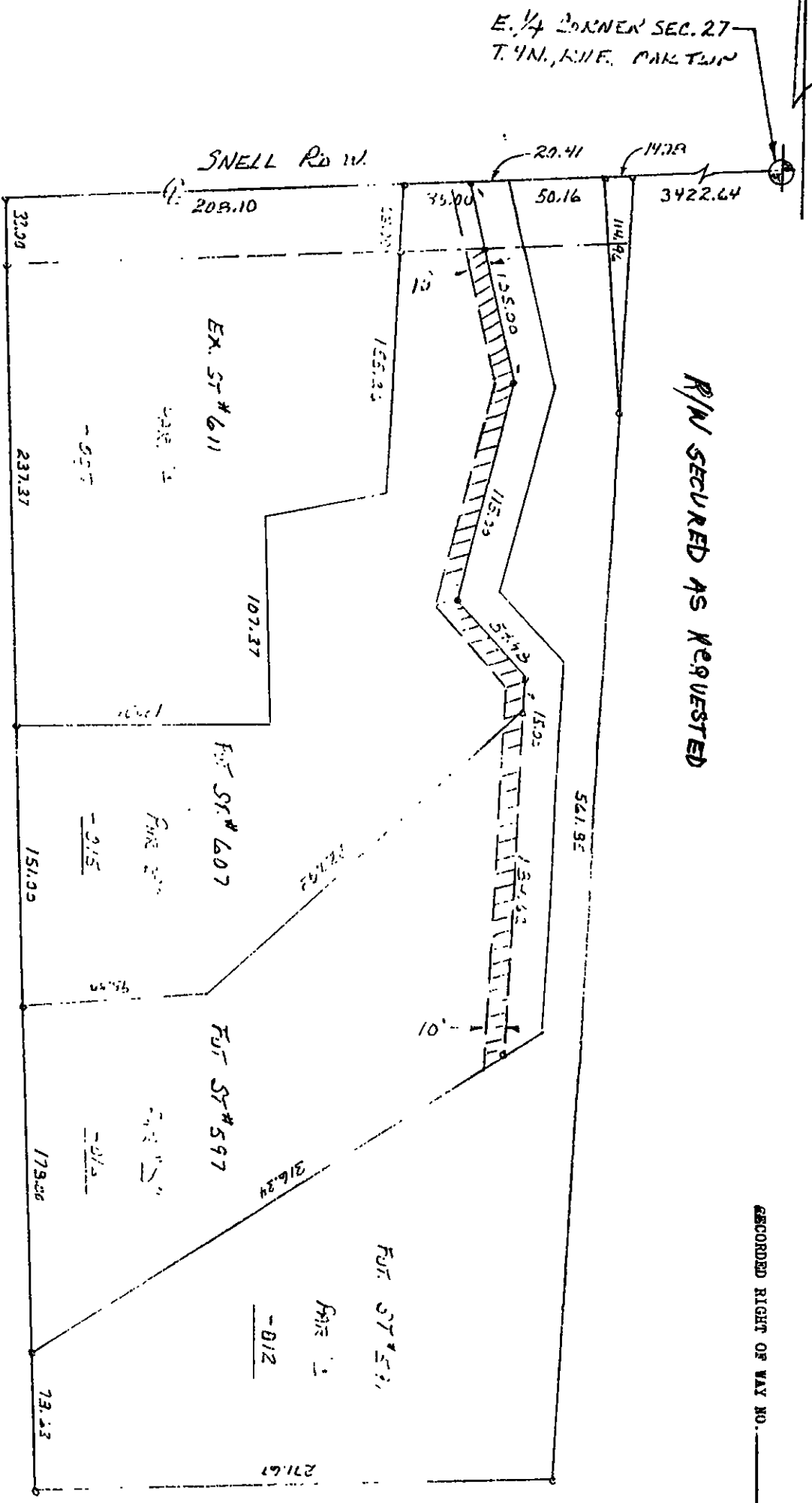
Ser.Pln. 2 PERMITS IN RECORD CENTER 2 R.E. & R/W DEPT. FILE GRANTOR James P. Thomas Michael A. Gagleard

NO. OF PERMITS 2 NO. OF STRUCTURES NO. OF MILES PERMITS TO MBT 2

DATE 1-16-85 SIGNED James D. McDonald James D. McDonald

7-9-85 WD 8-9-85

R/W SECURED AS REQUESTED



RECORDED RIGHT OF WAY NO. \_\_\_\_\_

CONTACT: JAMES R. THOMAS  
431 W. LINDEN  
KATHERINE HILLS, MI 48364  
PH # 552-7773

FUT. I.U. MEMO # 1761 TO MET METHOD N.

LEGEND			
○	FOREIGN POLE		
○	EXIST. O.E. CO. POLE		
○	PROPOSED POLE		
○	EXIST. ANCHOR		
○	PROPOSED ANCHOR		
○	TREE		
—	120/240 V. LINE		
—	4800 V. LINE		
—	13,200 V. LINE		
—	40,000 V. LINE		

THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT			
CITY OR TWP.	COUNTY	DIR. & TWP. SECT. NO.	DEPT. ORDER NO.
DAK	DAK	S.W. 1/4 27	
MAP SECT.	TOWN	RANGE	JOINTLY REQUIRED
1-316-450	4N	11E	YES
PROJECT NAME	TEL. END. N. & DIST.		
SNELL-FINE FOUFAIRTS BAR	LINDA JENSEN		
CIRCUIT			
D.S. 8134 GODSON			
REASON			
TO SERVE 591, 592 & 607 SNELL RD W.			
PLANNER	SCALE		
RON YATES	1"=60'		
	DATE		
	7-1-85		