

Detroit Edison

Right of Way Agreement

119
14

DECEMBER 22, 19 82

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to CONSUMERS POWER COMPANY, a Michigan corporation of 212 Michigan Avenue, Jackson, Michigan, THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required for transmitting and distributing electricity, providing communication services and gas facilities with the usual services connections and accessories in, under, upon, over and across the land located in the City of Farmington Hills, Oakland County, Michigan, and more particularly described on the attached Appendix "A"; with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

1

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, employees or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

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

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

Witnesses:

Richard Fenton
RICHARD FENTON
Clara Arble
CLARA ARBLE
Emma H. Nombur
EMMA H. NOMBUR
Jannette Richardson
JEANNETTE RICHARDSON
Prepared By: John Greenlee
The Detroit Edison Company
30400 Telegraph Road
Birmingham, Michigan 48010

NORTHSTAR ASSOCIATES
Grantors: A Michigan Co-Partnership
FENTON COMPANY, a Michigan Co-Partnership
By: *Edgar M. Fenton*
Edgar M. Fenton, Co-Partner
By: *Douglas C. Miner*
Douglas C. Miner, Senior Vice President
By: *Lucas P. Mollenbach*
Lucas P. Mollenbach, Trustee
By: *Mabel C. Mollenbach*
Mabel C. Mollenbach, Trustee
Address: 26555 Evergreen, Suite 118
Southfield, Michigan 48076

RECORDED RIGHT OF WAY NO. 36154

RECORDED
MICHIGAN
COUNTY
CLERK'S
OFFICE

500
OK

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 CAL. Rd.
BIRMINGHAM, MICHIGAN 48010

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 22nd day of December 1982, before me, the undersigned, a notary public in and for said county, personally appeared Lucas P. Millenbach, Trustee and Mabel C. Millenbach, Trustee, Initial Trustees under Trust Agreement of September 13, 1978 known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

Emma H. Mombert
EMMA H. MOMBERT
Notary Public, Oakland County, Michigan

My Commission Expires: 3/4/86

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 23 day of December 1982, before me, the undersigned, a notary public in and for said county, personally appeared Edgar M. Fenton, Co-Partner and ~~of FENTON COMPANY, A MICHIGAN CO. PARTNERSHIP~~ Co-Partner, of the above named Co-Partnership, known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed of said Co-Partnership.

*Douglas C. Miner, as Senior Vice President of FNMC Real Estate Corp.

Clara Arble
Clara Arble
Notary Public, Oakland County, Michigan

My Commission Expires: July 1, 1984

APPENDIX "A"

Part of the northeast 1/4 of Section 14, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as beginning at a point on the East line of said Section 14, Distant South 762.28 feet (761.50 feet R.) from the northeast corner of Section 14; thence continuing along the East line of Section 14, South 981.54 feet (1001.47 feet R.); thence West 50.00 feet; thence South 200.00 feet; thence West 50.00 feet; thence South 335.52 feet; thence North 64°43'15" West 405.48 feet; thence South 89°43'49" East, 61.00 feet; thence North 00°03'45" West 1349.54 feet (North 00°32' West 1359.37 feet R.); thence South 89°14'53" East 407.16 feet (South 89°25'00" East 406.30 feet R.) to the point of beginning, except that part used; taken or deeded for road or highway purposes.

TAX PARCELS

23-14-226-006
23-14-226-007 } 024 - NE 1/4
23-14-226-008 }

RECORDED RIGHT OF WAY NO. 36154

RECEIVED



RECEIVED

RECEIVED

← Rbtu

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 CALDER
BIRMINGHAM, MICHIGAN 48010

STATE OF MICHIGAN

County of Oakland) SS

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

THAT Northstar Associates granted an easement to the Consumers Power Company, The Detroit Edison Company and the Michigan Bell Telephone Company dated the 22nd day of December, 1982. Said easement was recorded in the office of the Register of Deed of Oakland County, Michigan on the 8th day of April, 1983 in Liber 8353 Page 313, and being more particularly described as: City of Farmington Hills, County of Oakland, State of Michigan.

Part of the Northeast 1/4 of Section 14, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as beginning at a point on the ~~East~~ line of said Section 14, Distant South 762.28 feet (761.50 feet R.) from the Northeast corner of Section 14; thence continuing along the East line of Section 14, South 981.54 feet (1000.47 feet R.); thence West 50.00 feet; thence South 200.00 feet; thence West 50.00 feet; thence South 335.52 feet; thence North 64°43'15" West 405.48 feet; thence South 89°43'49" East, 61.00 feet; thence North 00°03'45" West 1349.54 feet (North 00°32' West 1359.37 feet R.); thence South 89°14'53" East 407.16 feet (South 89°25'00" East 406.30 feet R.) to the point of beginning, except that part used; taken or deeded for road or highway purposes.

Sidwell #23-14-226-⁰²⁵(024)

LYNN D. ALLEN
CLERK, REGISTER OF DEEDS

86 MAR 20 16:41

RECORDED
OAKLAND COUNTY REGISTER OF DEEDS

Deponent further states that on behalf of the Consumers Power Company, The Detroit Edison Company and the Michigan Bell Telephone Company the underground easement locations, as in said grant provided, are established by a drawing dated May 13, 1983 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:

Omer V. Racine
Omer V. Racine
James D. McDonald
James D. McDonald

The Detroit Edison Company

Leonard P. Lucas (L.S.)
Leonard P. Lucas, Director
Division Engineering and Planning

STATE OF MICHIGAN

SS

COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 17th day of March, 1986, by Leonard P. Lucas, Director Division Engineering and Planning, The Detroit Edison Company

Prepared By: Omer V. Racine
The Detroit Edison Company
30400 Telegraph Road, 264 OAKDH
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

RECORDED RIGHT OF WAY NO. 36154

11.00

MEMORANDUM ORDER
FOR GENERAL USE
OF FORM MS 77 12-53

TO . Records Center

DATE 4-4-86 TIME _____

Please set up R/W file for: TREE TOP CONDOMINIUMS

Being a part of NORTHEAST 1/4 of Section 14, CITY OF FARMINGTON HILLS
Oakland County, Michigan

RECORDED
INDEXED
OF
WAX
NO.

30154

SIGNED Omer V. Racine
Omer V. Racine
272 Oakland Div. Hqters.

COPIES TO: _____

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

MEMORANDUM ORDER
FOR GENERAL USE
01 FORM 88 77 12-83

TO George White

DATE 4-7-83 TIME _____

RECORDED
INDEXED
SERIALIZED
FILED

Re: **Underground Service - Strawberry Lane Apts (Tree Tops)**
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: _____

SIGNED

Jim M. Donald

James V. Racine, Representative
Real Estate, Rights of Way & Claims
272 Oakland Division Headquarters

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

**Detroit
Edison**

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

OCT 25 1982
~~January 20, 1982~~

RE-MAILED
10-25-82

Northstar Associates
Mr. Edgar Fenton
26555 Evergreen, Suite 618
Southfield, Michigan 48076

Gentlemen:

Re: TREE TOPS CONDOMINIUMS

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 272.

Sincerely,

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

JM/l
Enclosures

RECORDED RIGHT OF WAY NO. 36154

63-600925
NUMBER

COMMITMENT FOR TITLE INSURANCE
CHICAGO TITLE INSURANCE COMPANY

CHICAGO, ILLINOIS 60602

THE PHILIP F. GRECO TITLE COMPANY

64 W. LAWRENCE • PONTIAC, MICHIGAN 48058 • (313) 858-2593

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 E-1970 (AMENDED 10-17-70)
\$440,000.00

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

EDGAR FENTON

DESCRIPTION OF REAL ESTATE

Situated in City of Farmington Hills, Oakland County, Michigan

SEE ATTACHED RIDER FOR FULL LEGAL DESCRIPTION OF REAL ESTATE

Parcel Identification Nos. 23-14-226-006 and 23-14-226-007 and 23-14-226-008

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

Lucas P. Millenbach and Mabel C. Millenbach, Initial Trustees under

1. Owner: Trust Agreement of September 13, 1978

SUBMIT COPY OF TRUST AGREEMENT

- 2. Subject to the land contract purchaser's interest of Edgar Fenton as disclosed in Title Insurance Application.
- 3. Subject to a joint right of way in favor of the Detroit Edison Company and Michigan Bell Telephone Company as recited in instrument recorded in liber 6644, page 19, Oakland County Records.
- 4. 1980 County Taxes: Paid. \$411.54 as to parcel identification no. 23-14-226-006; Paid. \$1,068.99 as to parcel identification no. 23-14-226-007; Paid. \$474.27 as to parcel identification no. 23-14-226-008.

(SEE OVER)

Countersigned: Robert S. Powell
Authorized Signatory

Dated at Pontiac Michigan,
June 3, 1981 at 8 A.M.
P.M.

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

CHICAGO TITLE INSURANCE COMPANY

By: William W. Long
President.

ATTEST: Chester C. McCullough
Secretary.



RECORDED RIGHT OF WAY NO.

36154

dd

1980 City Taxes: ^d Paid. \$464.13 as to parcel identification no. 23-14-226-006; ^d
Paid. \$1,205.59 as to parcel identification no. 23-14-226-007; Paid. \$534.88
as to parcel identification no. 23-14-226-008.

NOTE: If at the time the final policy is issued the estate or interest of the insured in the real estate described above is created or evidenced by instruments any one of which has not been recorded in the office of the Register of Deeds of the County in which the land is located, the policy to be issued will contain a clause providing that there shall be no liability thereunder to the extent that loss or damage arises from the failure to record the instrument or instruments necessary to evidence such estate or interest.

REQUIREMENTS FOR ISSUANCE OF LOAN POLICIES:

FOR ALL LOAN POLICIES:

Requirement: Estoppel certificate on form provided by this company signed by or on behalf of all mortgagors acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

FOR ALTA LOAN POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements and waivers showing payment or release of all lien rights covering improvements made on subject land in the last 90 days or satisfactory proof that no improvements have been made within the last 90 days.

Requirement: Satisfactory survey by an approved surveyor showing no variation in location or dimensions, encroachments, or adverse rights, and such evidence of possession as may be required.

PROVISIONS APPLICABLE TO ALL COMMITMENTS:

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

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company: defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

GENERAL EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

Owners' Policies:

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

Loan Policies With Exceptions:

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

RECORDED RIGHT OF WAY NO.

36157

RIDER

Part of the northeast 1/4 of section 14, town 1 north, range 9 east, City of Farmington Hills, Oakland County, Michigan, Beginning at a point distant south 761.50 feet from the northeast section corner; thence south 1363 feet; thence north 88 degrees 54 minutes 12 seconds west 393.89 feet; thence north 00 degrees 32 minutes 00 seconds west 1359.37 feet; thence south 89 degrees 25 minutes 00 seconds east 406.30 feet to the beginning except part taken for highway and described as beginning at a point distant north 02 degrees 04 minutes 52 seconds west 537.87 feet from the east 1/4 corner; thence north 02 degrees 04 minutes 52 seconds west 361.53 feet; thence south 87 degrees 55 minutes 08 seconds west 50 feet; thence south 02 degrees 04 minutes 52 seconds east 200 feet; thence south 87 degrees 55 minutes 08 seconds west 50 feet; thence south 02 degrees 04 minutes 52 seconds east 160.95 feet; thence north 88 degrees 15 minutes 08 seconds east 100 feet to the 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.

RECORDED RIGHT OF WAY NO.

36154

Rider attached to and forming part of Commitment No. 63-600925.

PHILIP F. GRECO TITLE COMPANY

BY _____ dd

This Contract, made this 29th day of June, 1981, between Lucas P. Millenbach and Mabel C. Millenbach, Initial Trustees under Trust Agreement of September 13, 1978

hereinafter referred to as "Seller", whose address is 17940 MAHLE ROAD, MANCHESTER, MICH 48158

and Northstar Associates, a Michigan co-partnership

hereinafter referred to as "Purchaser", whose address is 26555 Evergreen Road, Suite 618, Southfield, Michigan 48075

Witnesseth:

1. Seller Agrees:

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

See Exhibit "A" attached hereto and incorporated by reference herein.

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

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:

Four Hundred Forty Thousand and 00/100 (\$ 440,000.00) dollars, of which the sum of One Hundred Ten Thousand and 00/100 (\$ 110,000.00) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Three Hundred Thirty Thousand and 00/100 (\$ 330,000.00) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of ten (10%) per cent per annum while Purchaser is not in default, and at the rate of ten (10%) 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 semi-annual installments of Sixteen Thousand Five Hundred 00/100 (\$ 16,500.00) dollars each, or more at Purchaser's option, on the 25th day of each month, beginning December 25, 1981; 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 four (4) years from the date hereof, anything herein to the contrary notwithstanding.

(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 or omissions of persons other than Seller or his assigns. See attached Rider

(d) To deliver to Purchaser as evidence of title, at Seller's option, either commitment for title insurance followed by a policy pursuant thereto insuring Purchaser or abstract of title covering the land, furnished by LAWYERS TITLE INSURANCE CORPORATION. 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. **The Philip F. Greco Company

2. Purchaser Agrees:

- (a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided.
(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.
(d) To keep and maintain the land and the buildings 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 RIGHT OF WAY NO. 36154

If an amount representing estimated monthly costs of taxes, special assessments and insurance is inserted in Paragraph 2 (f), then the method of payment of these items therein indicated shall be adopted. If such an amount is not inserted, then Paragraph 2 (f) shall be of no effect and the method of payment provided in Paragraph 2 (e) shall apply.

(f) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of **DOES NOT APPLY** (\$) 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 the 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 commitment/policy dated June 3, 1981 at 8:00 a.m. ~~on abstract of title certified to,~~ covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment or an owner's title policy issued pursuant to such commitment, or an abstract, 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 ten (10%) 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 ten (10%) 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 each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.

(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 first-class 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 receipted for in writing by Seller, and such envelope was deposited in the United States government mail.

(k) The Rider attached hereto is made a part hereof and thereby incorporated by reference.

RECORDED RIGHT OF WAY NO. 36154

ower
ights

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.

Capacity
of Parties

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. Any partnership parties hereto represent themselves to be existing partnerships with their certificates in full force and effect.

Interpretation
of Contract

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.

Signatures

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

IN PRESENCE OF:

Lucas P. Millenbach (L.S.)
Lucas P. Millenbach
Mabel C. Millenbach (L.S.)
Mabel C. Millenbach, both as
Initial Trustees under Trust
Agreement of September 13, 1978

BY: _____ (L.S.)
Northstar Associates, a Michigan
co-partnership

BY: *Edgar M. Fenton* (L.S.)
Edgar M. Fenton

BY: *Albert Siefman* (L.S.)
Albert Siefman

Individual
Acknowledgement

STATE OF MICHIGAN
COUNTY OF

The foregoing instrument was acknowledged before me this
by

My commission expires

day of 19

Notary Public County, Michigan

Corporate
Acknowledgement

STATE OF MICHIGAN
COUNTY OF

The foregoing instrument was acknowledged before me this

- (1) by
- (2)
- (3) of
- (4) a

My commission expires

day of 19

Corporation on behalf of the said corporation.

Notary Public County, Michigan

Note: Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of incorporation

Notary Public County, Michigan

Instrument
Drafted by: _____

Business
Address: _____

RECORDED RIGHT OF WAY NO. 36154

RIDER TO LAND CONTRACT
BETWEEN LUCAS P. MILLENBACH AND MABEL C. MILLENBACH,
INITIAL TRUSTEES UNDER TRUST AGREEMENT OF SEPTEMBER
13, 1978, AS "SELLER" AND NORTHSTAR ASSOCIATES, A
MICHIGAN CO-PARTNERSHIP, AS "PURCHASER"
DATED THIS 29th DAY OF JUNE, 1981.

1. PREPAYMENT PRIVILEGE: The Purchaser shall be entitled to prepay without penalty all of the amounts owing hereunder and upon payment of same shall receive a Warranty Deed, as provided hereinbelow.

2. DEED IN ESCROW - DUTY TO CONVEY: Simultaneously with the execution of this Land Contract, the Seller shall deposit in escrow with THE PHILIP F. GRECO TITLE COMPANY (hereinafter referred to as "Escrow Agent"), a duly executed Warranty Deed to Purchaser conveying fee simple title to the premises. Upon payment in full of all amounts owing hereunder, said Warranty Deed shall be delivered to Purchaser or its assigns, subject only to such encumbrances as may have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or its assigns. At the time of delivery of the Warranty Deed, Seller is to pay State Transfer Tax on such Deed at that time, either by direct remittance or deduction from final Land Contract payment by Purchaser.

3. LIMITATION OF PURCHASER'S LIABILITY: Neither Purchaser, nor any of its partners, employees, agents, successors or assigns, shall be personally liable for payment or performance of any obligations on the part of the Purchaser to be paid or performed under this Land Contract. In the event of default hereunder by Purchaser, Seller shall only be entitled to recover the real estate described above and shall not sue for or be entitled to obtain any personal judgment against Purchaser or any of its partners, employers, agents, successors or assigns.

RECORDED RIGHT OF WAY NO.

30157

4. MEMORANDUM OF LAND CONTRACT: Seller and Purchaser mutually covenant and agree that neither party shall record this Land Contract or any copies or facsimiles thereof, but Purchaser shall have the right to request that Seller execute a Memorandum of Land Contract, in a form and content reasonably satisfactory to Purchaser's counsel, which Purchaser may proceed to record at any time after execution hereof.

5. CONSTRUCTION AND DEVELOPMENT: The parties agree that the entire principal balance and interest shall be paid before the commencement of construction and development of the property described herein.

6. NOTICES: Any notice from Seller to Purchaser, or from Purchaser to Seller, shall be deemed duly served if mailed by Certified Mail, Return Receipt Requested, addressed, if to Seller, at 17940 MARBLE Rd MANCHESTER, Michigan; or, if to Purchaser, at 26555 Evergreen Road, Suite 618, Southfield, Michigan 48076. Either party hereto may change the name and address of the designees to which notice may be sent, by giving written notice of such change to the other parties hereto as hereinbefore provided.

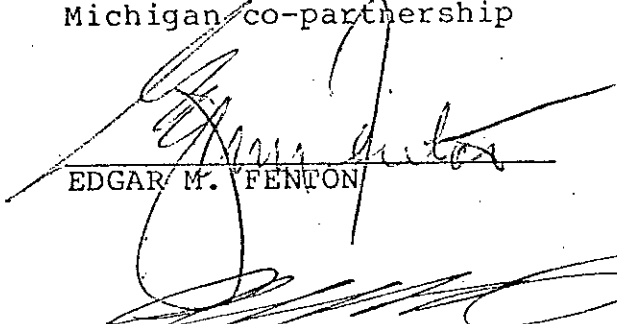
RECORDED RIGHT OF WAY NO.

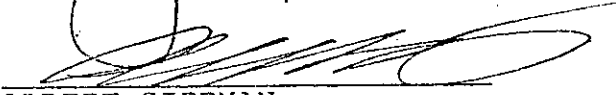
30154

7. SUCCESSORS: The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.


PURCHASER:


NORTHSTAR ASSOCIATES, a
Michigan co-partnership


EDGAR M. FENTON


ALBERT SIEFMAN

SELLER:


LUCAS P. MILLENBACH


MABEL C. MILLENBACH, both as
Trustees under Trust Agreement
of September 13, 1978

RECORDED RIGHT OF WAY NO.

36154

EXHIBIT A

Part of the northeast 1/4 of section 14, town 1 north, range 9 east, City of Farmington Hills, Oakland County, Michigan, beginning at a point distant south 761.50 feet from the northeast section corner; thence south 1363 feet; thence north 88 degrees 54 minutes 12 seconds west 393.89 feet; thence north 00 degrees 32 minutes 00 seconds west 1359.37 feet; thence south 89 degrees 25 minutes 00 seconds east 406.30 feet to the beginning except part taken for highway and described as beginning at a point distant north 02 degrees 04 minutes 52 seconds west 537.87 feet from the east 1/4 corner; thence north 02 degrees 04 minutes 52 seconds west 361.53 feet; thence south 87 degrees 55 minutes 08 seconds west 50 feet; thence south 02 degrees 04 minutes 52 seconds east 200 feet; thence south 87 degrees 55 minutes 08 seconds west 50 feet; thence south 02 degrees 04 minutes 52 seconds east 160.95 feet; thence north 88 degrees 15 minutes 08 seconds east 100 feet to the 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.

RECORDED RIGHT OF WAY NO.

34154

To (Supervisor, RE & R/W) JIM ROBERTSON	For RE & R/W Dept. Use	Date Received	DE/Bell/C.P. No.
Division OAKLAND	Date 1-11-82	Application No. OE 82-1-T	

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 or other)
 - 1. Property description.
 - 2. Site plan.
 - 3. title information (deed, title commitment, contract with title commitment, or title search). **TITLE INSURANCE**

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

Information

1. Project Name TREE TOPS	County OAKLAND
City/Township/Village FARMINGTON HILLS	Section No. 14
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 EDGAR FENTON (CADROY MANAGER)	Phone No. 353-1420
Address 26555 EVERGREEN, SUITE 618, SOUTHFIELD 48076	
Owner's Representative RICHARD FENTON	Phone No. 353-1420
Date Service is Wanted APRIL 1982	

- 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 RAY BARTLE MBT	Phone Numbers 968-5544
Addresses 26200 GREENFIELD OAK PARK	

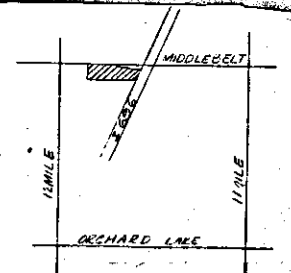
Doug PASCOE C.P.

6. Additional Information or Comments

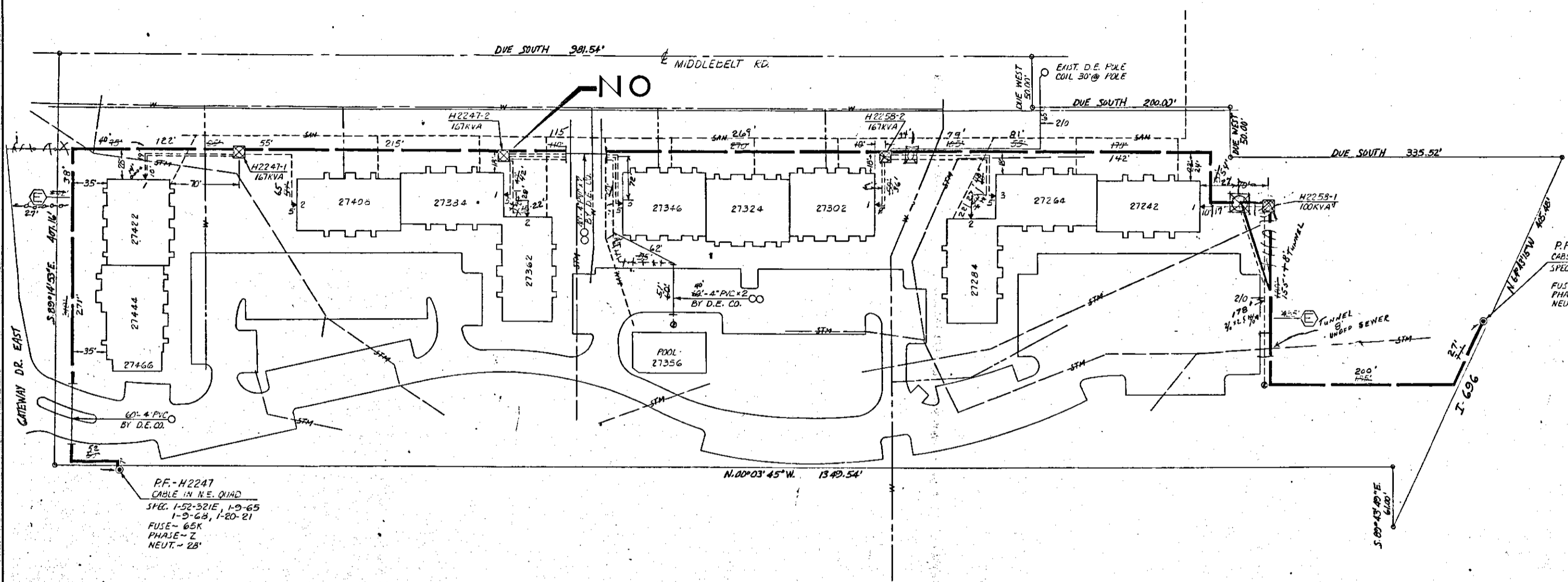
RECORDED RIGHT OF WAY NO. 36154

Note: Trenching letter attached will be submitted later

Service Planner Andy Foli	Signed (Service Planning Supervisor)
Phone No. 4110	Address



LOCATION SKETCH
MAP REC. NO.



TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. STK. NO.
H2247-1	167KVA	
-2	167KVA	
H2258-1	100KVA	
-2	167KVA	

TRANSFORMER SPECS 1-17-21
PEDESTAL SPEC.
NO. OF PEDESTALS
NO. OF TEMPORARY CABLE MARKERS 2
TEMPORARY CABLE MARKER SPEC.
SECONDARY CONNECTION BOX SPEC.

- CODE —**
- ⊕ TEMPORARY SECONDARY PEDESTAL/TEMPORARY CABLE MARKER
 - DFT (DEAD FRONT TYPE)
 - ⊞ UDT (NON-SWITCHING—LIVE FRONT TYPE)
 - ⊞ UDT (SWITCHING—LIVE FRONT TYPE)
 - ⊞ DIRECTION OF TRANSFORMER DOOR OPENING
 - SECONDARY PEDESTAL
 - ⊞ SECONDARY CONNECTION BOX
 - CABLE POLE
 - ⊞ PRIMARY SWITCH CABINET
 - BURIED PRIMARY CABLE—ALL VOLTAGES
 - BURIED SECONDARY CABLE
 - BURIED SECONDARY SERVICE CABLE
 - ⊞ DETROIT EDISON TRENCH ONLY
 - ⊞ TELEPHONE TRENCH ONLY
 - SEWER
 - WATER
 - GAS
 - PROPOSED CONDUIT
 - ⊞ SEP CONN CABINET

CABLE SUMMARY

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	#24X1/2" X 1 1/2" 13.2 KV	222	22.00	4884.00
2	AP2-350M & 1-40 800 V.	1215	1.97	2393.55
3	AP2-20 & 1-41 800 V.	429	4.29	1838.41

TRENCH SUMMARY

JOINT USE	LENGTH	UNIT PRICE	TOTAL
H25-1244'			
D.E. ONLY	872L 729'		
TEL ONLY	27'		
GAS ONLY			
OTHERS			
TOTAL			262-1990.3

SITE SUPT. *RUN PART* PHONE NO. 353-1420

— GENERAL NOTES —

TRENCHING TO BE DONE BY D.E. CO.

TRENCH AND CABLE LENGTHS ARE APPROXIMATE.

SEE SECTION 56 UG LINE CONSTRUCTION STANDARDS FOR TRANS. MAT. DETAILS.

SEE PAGE 32-11 (S.I.M.) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY).

SEE SECTION 43 UG LINE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES.

TRANSFORMERS AND PEDESTALS SURFUS ONLY.

D.E. SERVICE PLANNER: ANDY FULL - 645-4110

TEL. CO.: WILL BUCHANAN - 540-0240 EXT. 34

GAS CO.:

OTHERS:

CONTACT "MISS DIG" (800-483-7171) BEFORE DOING ANY EXCAVATION.

EASEMENTS INDICATED BY OUR CENTERLINE ARE IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

CITY OF _____ COUNTY, NOTIFICATION ONLY. *NO*

STATE YES NO

RECORDED RIGHT OF WAY

36154

EXIST. GATEWAY APTS. III
71A-614718
27032-27006

NOTE:
DEVELOPER IS RESPONSIBLE FOR ALL ON SITE SOIL EROSION & SEDIMENTATION CONTROLS.

ALL SECONDARY SERVICE IS 350M UNLESS NOTED OTHERWISE.

START DATE ~ 5-10-83

RETURN TO
J. D. McDONALD
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 264 OAKDH
BIRMINGHAM, MICHIGAN 48010

D	REVISION	C	REVISION	B	REVISION	A	REVISION	REFERENCE
						DR. B.A. 6/9/87 W. 36154 J. 7/82 START 5-10-83 FINISH 11-83 TRENCH BY D.E. CO. CABLE BY D.E. CO. NOTES BY MRS. L. STEPHENS SVC. CRW #3007 S-23-83 L.S.D.		

NAME	DATE	JOB TITLE
D. STORK	11-1-82	
ANDY FULL	11-18-82	
WILL BUCHANAN	11-18-82	
J. JAMES	11-18-82	

THE DETROIT EDISON COMPANY
SERVICE PLANNING

SCALE: 1" = 50'

NUMBER OF UNITS: 124

WORK ORDER NUMBER: 36784J792

DISTRIBUTION CIRCUIT: 3010 SOUTHFIELD-132KV

DEPT. ORDER NUMBER: 62A-64947

CITY OF FARMINGTON HILLS OAKLAND CO.

36154

RECORDED RIGHT OF WAY NO. 36154