

Detroit Edison

Right of Way Agreement

85 35462
RECORDED
OAKLAND COUNTY, MICHIGAN
REGISTER OF DEEDS RECORDS
APR -4 12:08
APRIL 2 19 85
LYNN D. ALLEN
CLERK-REGISTER OF DEEDS

110
#

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 Village of Beverly 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.

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 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, licensees and assigns of the parties hereto.

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

Witnesses:

Grantors: Robertson Jamieson Corporation,
a Michigan Corporation

Debra R. Cooper
Debra R. Cooper

Paul C. Robertson, Jr.
BY: Paul C. Robertson, Jr. Executive Vice-President

Paula M. Tassen
Paula M. Tassen

J. Michael McLean
BY: J. Michael McLean, Secretary-Treasurer

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

Address: 2550 Telegraph Road, Suite 100
Bloomfield Hills, MI 48013

Ret over

RECORDED RIGHT OF WAY NO. 36176

7.00
OKes

050 221 040 000

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

STATE OF MICHIGAN

County of OAKLAND)
) SS

On this 2nd day of April, A.D. 1985, before me, the subscriber, a notary public in and for said County, appeared Paul C. Robertson, Jr. and J. Michael McLean to me personally known, who being by me duly sworn did say that they are the Executive Vice-President and Secretary-Treasurer of Robertson Jamieson Corporation, a Michigan Corporation and said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and Paul C. Robertson^{Jr.} and J. Michael McLean acknowledged said instruments to be the free act and deed of said corporation.

Nancy E. Lakin

Notary Public, OAKLAND County, Michigan
NANCY E. LAKIN

My commission expires: ~~Notary Public, Oakland County, Michigan~~
~~My Commission Expires February 3, 1986~~

(2)

APPENDIX "A"

add

Land in the East 1/2 of the northeast 1/4 of Section 4, Town 1 North, Range 10 East, Village of Beverly Hills, Oakland County, Michigan, described as commencing at the northeast corner of Section 4; thence along the East section line, south 3°14'15" East, 1318.66 feet to the point of beginning; thence continuing along said section line, South 3°14'15" East, 430.49 feet; thence South 88°39'15" West, 1126.80 feet to the East subdivision line of "Nottingham Forest No. 4" (Liber 106, Page 140, Oakland County Records); thence along the East subdivision lines of "Nottingham Forest No. 4" and "Nottingham Forest No. 1" (Liber 102, Page 2, Oakland County Records), North 3°18'00" West, 430.49 feet; thence North 88°39'15" East, 1127.27 feet to the Point of Beginning, containing 11.13 Acres.

Part of Tax Parcel
24-04-276-004 and 24-04-276-005

018-NE1/4
019-NE1/4

RECORDED RIGHT OF WAY NO. 36176

100-100000

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

1-10/04

STATE OF MICHIGAN

County of Oakland) SS

86 36494

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

THAT Robertson Jamieson Corporation granted an easement to the Consumers Power Company, The Detroit Edison Company and the Michigan Bell Telephone Company dated the 2nd day of April, 1985. Said easement was recorded in the office of the Register of Deed of Oakland County, Michigan on the 4th day of April, 1985 in Liber 8945 Page 529-530, and being more particularly described as: Village of Beverly Hills, County of Oakland, State of Michigan.

Land in the East 1/2 of the northeast 1/4 of Section 4, Town 1 North, Range 10 East, Village of Beverly Hills, Oakland County, Michigan, described as commencing at the northeast corner of Section 4; thence along the East section line, south 3°14'15" East, 1318.66 feet to the point of beginning; thence continuing along said section line, South 3°14'15" East, 430.49 feet; thence South 88°39'15" West, 1126.80 feet to the East subdivision line of "Nottingham Forest No. 4" (Liber 106, Page 140, Oakland County Records); thence along the East subdivision lines of "Nottingham Forest No. 4" and "Nottingham Forest No. 1" (Liber 102, Page 2, Oakland County Records), North 3°18'00" West, 430.49 feet; thence North 88°39'15" East, 1127.27 feet to the Point of Beginning, containing 11.13 Acres.

(Part of Tax Parcels) 24-04-276-018-019 044

Ent 24-04-276-000 Village Pines Condo OCCP#402

C

Signature of Leonard P. Lucas

86 MAR 19 13:11

OAKLAND COUNTY MICHIGAN REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. 36176

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 29, 1985 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 (Signature) James D. McDonald (Signature)

THE DETROIT EDISON COMPANY Leonard P. Lucas, Director (L.S.) Division Engineering & Planning

STATE OF MICHIGAN

SS

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 10th day of March, 1986 by Leonard P. Lucas, Director - Division Engineering & Planning, The Detroit Edison Company

Prepared By: Omer V. Racine The Detroit Edison Company 30400 Telegraph Road, 264 OAKDH Birmingham, MI 48010

Omer V. Racine (Signature) Notary Public, Oakland County, MI My Commission Expires:

11.00

Dec 02

MEMORANDUM ORDER
FOR GENERAL USE
GE FORM 65 77 12-53

TO Records Center

Southfield Twp

DATE 4-2-86 TIME _____

Please set up R/W file for: VILLAGE PINES COND O

Being a part of East 1/2 of N.E. 1/4 of Section 7, Village of Beverly Hills

Oakland County, Michigan

COPIES TO: _____

SIGNED

Omer V. Racine

Omer V. Racine
272 Oakland Div. Hqtrs.

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

RECEIVED RIGHT OF WAY NO.

36176

**Detroit
Edison**

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

March 25, 1985

Robertson Jamieson Corporation
Mr. John Rogers
2550 Telegraph Road, Suite 100
Bloomfield Hills, MI 48013

Gentlemen:

Re: Village Pines - Phase III

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

JM/l
Enclosures

RECORDED RIGHT OF WAY NO. 36176

MEMORANDUM ORDER

FOR GENERAL USE

DE FORM 963-0808 (MS-77) 12-53

TO Ed Clark DATE 4-3-55 TIME _____

Re: Underground Service - Village Park PH II
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: _____ SIGNED James McDonald
REPORT _____ James McDonald, Representative
Real Estate, Rights of Way & Claims
272 Oakland Division Headquarters

DATE RETURNED _____ TIME _____ SIGNED _____

RECORDED RIGHTS OF WAY

B6/116



PHILIP R. SEAY & CO. TITLE COMPANY, Inc.

WARREN COUNTY DEED—Statutory Form
C.L. 1949, 565.151 M.S.A. 26.571

2700 N. Woodward / Bloomfield Hills, Michigan 48013 / (313) 647-2171 — (313) 338-7136
32280 Five Mile Road / Livonia, Michigan 48151 / (313) 425-9700

KNOW ALL MEN BY THESE PRESENTS: That LOU NELL GIPSON
whose address is 32505 Lahser Road, Beverly Hills, Michigan 48010
Convey(s) and Warrant(s) to ROBERTSON JAMIESON CORPORATION, A Michigan Corporation
whose address is 2550 Telegraph Road, Suite 100, Bloomfield Hills, Michigan 48013
the following described premises situated in the Village of Beverly Hills
County of Oakland and State of Michigan, to-wit:

SEE ATTACHED EXHIBIT I.

for the full consideration of Two Hundred Ten Thousand Dollars (\$210,000.00)
subject to easements and restrictions of record and to such encumbrances as shall have
attached or accrued through the acts or omissions of Grantee or its assigns from and
after June 13, 1984, being the date of a land contract between Grantor as Seller and
Grantee as Purchaser, pursuant to which this Deed is given.

Dated this 13TH day of June 19 84

Witnesses:
[Signature]
D. STEWART GREEN
[Signature]
JAMES W. ROWLAND

Signed and Sealed:
[Signature]
LOU NELL GIPSON (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me this 13th day of June 19 84
by LOU NELL GIPSON

My commission expires 8-15-87
CAROL DIFABIO BULL
Notary Public, Wayne County, Michigan
My Commission Expires August 15, 1988
[Signature]
Notary Public Wayne County, Michigan

Instrument Drafted by D. STEWART GREEN
Business Address 525 N. Woodward, Ste. 1100, Bloomfield Hills, MI 48013
doing in Oakland Co.

County Treasurer's Certificate

City Treasurer's Certificate

Recording Fee _____
State Transfer Tax _____
Tax Parcel # 24-04-276-003
When recorded return to Grantee
Send subsequent tax bills to _____

RECORDED RIGHT OF WAY NO. 36176

2

EXHIBIT "I" TO WARRANTY DEED DATED
JUNE 13, 1984 BETWEEN LOU NELL GIPSON AS SELLER
AND ROBERTSON JAMIESON CORPORATION AS PURCHASER

Land in the Village of Beverly Hills, County of
Oakland, State of Michigan, described as:

The Northerly 117.40 feet of the following described
property:

Part of the East 1/2 of the Northeast 1/4 of Section
4, Town 1 North, Range 10 East, commencing at the
Northeast corner of Section 4; thence along the East
Section line, South 3 degrees 14 minutes 15 seconds
East, 1318.66 feet to the point of beginning; thence
continuing along said Section line South 3 degrees 14
minutes 15 seconds East, 430.49 feet; thence South 88
degrees 34 minutes 45 seconds West 1128.00 feet to
the East Subdivision line of Nottingham Forest No. 4
(Liber 106, Page 40, Oakland County Records); thence
along the East Subdivision lines of Nottingham Fores
No. 4 and Nottingham Forest No. 2 (Liber 102, Page 2,
Oakland County Records), North 3 degrees 14 minutes
15 seconds West 430.99 feet; thence North 88 degrees
34 minutes 45 seconds East; 1128.00 feet to the point
of beginning.

RECORDED RIGHT OF WAY NO.

36176

Tax Parcel # 24-04-276-003

to _____

Land Contract of Mid-America

WITH ALTERNATIVE TAX AND INSURANCE PROVISIONS BURTON ABS CONTRACT DIVISION

This Contract, Made this 13th day of JUNE, 1984 between LOU NELL GIPSON

hereinafter referred to as the "Seller," whose address is 32505 Lahser Road, Beverly Hills, Michigan 48010 and ROBERTSON JAMIESON CORPORATION, a Michigan corporation,

hereinafter referred to as the "Purchaser," whose address is 2550 Telegraph Road, Suite 100, Bloomfield Hills, Michigan 48013

Witnesseth: 1 THE SELLER AGREES AS FOLLOWS Village Township of Beverly Hills (a) To sell and convey to the Purchaser land in the City of Oakland County, Michigan, described as

SEE ATTACHED EXHIBIT A.

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 now on the premises, 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: Two Hundred Ten Thousand and 00/100 (\$210,000.00) DOLLARS, of which the sum of One Hundred Thousand and no/100 (\$100,000.00) DOLLARS has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of One Hundred Ten Thousand and no/100 (\$110,000.00) DOLLARS is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of Eleven (11%) percent per annum. This balance of purchase money and interest shall be paid in monthly installments of semi-annual interest only payments of Six Thousand Fifty and no/100 (\$6,050.00) DOLLARS beginning the 13th day of every June and December thereafter until paid, 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 Two (2) years from the date hereof, anything herein to the contrary notwithstanding.

Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgages, 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.

(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 Lawyers 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 same to Purchaser upon the pledging of a reasonable security.

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 (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

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

(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 deficiencies shall be paid by the Purchaser upon the Seller's demand.

(f) That he has examined a Title Insurance Commitment dated May 23, 1984 covering the above described premises, and is satisfied with the marketability of the title shown therein, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

Parties, Description of Premises, Terms of Payment, Seller's Duty to Convey, To furnish Title Evidence, Purchaser's Duties, To Pay Taxes and see Premises Insured, Alternate Payment Method, Insert amount in advance monthly installment method of taxes and insurance is to be adopted, Acceptance of Title and Premises

RECORDED RIGHT OF WAY NO. 36176

4

ADDENDUM TO LAND CONTRACT DATED JUNE 23, 1959
BETWEEN LOU NELL GIPSON AS SELLER AND
ROBERTSON JAMIESON CORPORATION AS PURCHASER

M. Rezoning, Platting and Site Plan Approval. Seller acknowledges that Purchaser intends to utilize the Property in conjunction with adjoining property as part of a cluster residential development for which Purchaser must obtain rezoning, zoning variances, plat approval and/or site plan approval. During the term of this Land Contract, Seller hereby agrees to permit Purchaser to seek rezoning of the Property, if necessary, plat approval and/or site plan approval, and further agrees to assist in and execute any petitions, plats, permissions, releases or other documents required to obtain rezoning, variances, site plan approval, plat approval or any type of governmental approval necessary to prepare the Property for the construction and financing proposed therefor, to permit the utilization of the Property for Purchaser's intended use. Seller shall cooperate with Purchaser and shall join in any proceedings in the name of Seller to the extent necessary to permit Purchaser's proposed use of the Property. Purchaser agrees that it will assume all costs, including but not limited to, any and all engineering expenses and attorney fees of any nature whatsoever involved in and incidental to the obtaining of said zoning change, variance, plat approval, site plan approval or other governmental approval.

N. Permission to Make Improvements. During the term of this Land Contract, Purchaser or its assignee or agents shall have the right to make improvements to the Property, and Seller agrees that the making of such improvements as required to develop the Property shall not constitute waste. Purchaser agrees to assume all costs of such development and platting and further agrees to indemnify and hold Seller harmless from all liability whatsoever in connection with or arising out of any mechanics' or construction liens which may arise out of Purchaser's improvements to the Property.

O. Possession. It is acknowledged that Seller lives in the home-
stead located on the premises and that she shall have 90 days from the date of this Land Contract to vacate the premises. No rent shall be payable by Seller during this period that she occupies the home.

P. Deeds. At the time of closing, Seller shall execute a good and sufficient Warranty Deed for the Property, conveying title to the Property to Purchaser subject only to easements and restrictions of record at the time of execution of the Land Contract which are acceptable to Purchaser and to such encumbrances as shall have attached or accrued since the date of execution of the Land Contract through the acts or omissions of Purchaser or its assigns. Seller further agrees to deposit said Deed with a reputable title insurance company as an escrow agent and to execute an escrow agreement designating said title company as escrow agent and instructing the escrow agent to deliver the Warranty Deed to Purchaser upon payment in full of the principal balance of the Land Contract and all accrued interest thereon.

DATED: June 13, 1959

WITNESSES:

[Signature]
D. STEWART GREEN

[Signature]
D. STEWART GREEN

[Signature]
LOU NELL GIPSON

ROBERTSON JAMIESON CORPORATION, A
Michigan Corporation

BY: [Signature]
PAUL C. ROBERTSON, JR., Executive
Vice President

BY: [Signature]
J. MICHAEL McLEAN, Secretary/Treasurer

RECORDED RIGHT OF WAY NO.

36176

EXHIBIT "A" TO LAND CONTRACT DATED
JUNE 13, 1984 BETWEEN LOU NELL GIPSON
AS SELLER AND ROBERTSON JAMIESON CORPORATION AS PURCHASER

Land in the Village of Beverly Hills, County of Oakland,
State of Michigan, described as:

The Northerly 117.40 feet of the following described
property:

Part of the East 1/2 of the Northeast 1/4 of Section
4, Town 1 North, Range 10 East, commencing at the
Northeast corner of Section 4; thence along the East
Section line, South 3 degrees 14 minutes 15 seconds
East, 1318.66 feet to the point of beginning; thence
continuing along said Section line South 3 degrees 14
minutes 15 seconds East, 430.49 feet; thence South 88
degrees 34 minutes 45 seconds West 1128.00 feet to
the East Subdivision line of Nottingham Forest No. 4
(Liber 106, Page 40, Oakland County Records); thence
along the East Subdivision lines of Nottingham Forest
No. 4 and Nottingham Forest No. 2 (Liber 102, Page 2,
Oakland County Records), North 3 degrees 14 minutes
15 seconds West 430.99 feet; thence North 88 degrees
34 minutes 45 seconds East, 1128.00 feet to the point
of beginning.

RECORDED RIGHT OF WAY NO. 36176

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

~~(e) 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 or 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. I shall provide for a 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 herebefore 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 or 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 hereinafore 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 Forfeit

(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.

Acceleration 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.

Notice to Purchaser

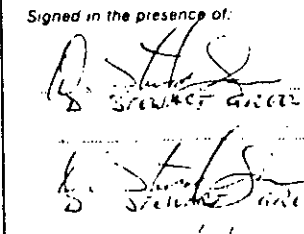
(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with first class postage fully prepaid, if said envelope is addressed to the 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.

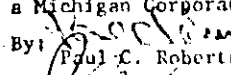
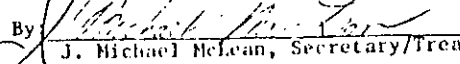
Additional Clauses

(l) See attached Addendum for additional terms and conditions which form a part of this Agreement.

The pronouns and relative words herein used are 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 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:


LOU NELL GIPSON
ROBERTSON JAMIESON CORPORATION,
a Michigan Corporation
By:  Paul C. Robertson, Jr. Exec. Vice President
By:  J. Michael McLean, Secretary/Treasurer

RECORDED RIGHT OF WAY NO. 361716

Use this Acknowledgment Form for Individuals

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 13th day of June

1984 by LOU NELL GIPSON

Carol Difabio Bull
Wayne
Notary Public, Wayne County, Michigan
My Commission Expires August 15, 1988

My Commission expires 8.15

Acting in Oakland Co

Use this Acknowledgment Form for Corporations

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 13th day of June

1984 by Paul C. Robertson, Jr., Executive Vice President, and J. Michael McLean,
Secretary/Treasurer of ROBERTSON JAMIESON CORPORATION
(Individual Name(s) and Office(s) Held)
(Corporate Name)

Michigan corporation, on behalf of the corporation
(State of Incorporation)

Carol Difabio Bull
Wayne
Notary Public, Wayne County, Michigan
My Commission Expires August 15, 1988

My Commission expires 8.15

Acting in Oakland Co

Drafted by: D. Stewart Green

Business address
525 N. Woodward Avenue, Suite 1100
Bloomfield Hills, Michigan 48013-7174
Telephone: 313/646-7555

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

RECORDED RIGHT OF WAY NO. 36176



First American Title Insurance Company
of Mid-America

BURTON ABSTRACT DIVISION

FORM OF

Land Contract

WITH ALTERNATE TAX AND INSURANCE
PROVISIONS

TO

THE
ALTERNATE TAX AND INSURANCE
PAYMENT METHOD

A choice of methods for payment of taxes and insurance is provided by this contract.

FIRST METHOD—Direct payment by Purchaser

If the purchaser is to pay taxes and insurance, the blank space in Paragraph 2 (e) should be left blank.

SECOND METHOD—Installment Payment to Seller

Accounting. Such installments should be included with principal payments and deducted from the unpaid principal when paid. When the Seller pays taxes or insurance, the amount paid should be added to the unpaid principal, and a note of the item paid should be made in the margin.

If this Second Method is used, it may be desirable for the Purchaser, at the time of closing, to advance enough money for taxes and insurance, so that said advancement plus installments to become due will be sufficient to cover the first year's taxes and insurance.



First American Title Insurance Company
of Mid-America

BURTON ABSTRACT DIVISION

Title Insurance • Abstracts • Escrow Service

METRO SERVICE CENTER
1650 West Big Beaver Road
P.O. Box 1289
TROY 48099
(313) 643-4000

MICHIGAN BRANCH OFFICES

CALHOUN COUNTY
15½ Capital Avenue, N.E.
BATTLE CREEK, MICHIGAN 49017
Phone 965-2313 (Area Code 616)

CHEBOYGAN COUNTY
224 North Main Street
CHEBOYGAN, MICHIGAN 49721
Phone 627-7181 (Area Code 616)

CLINTON COUNTY
220 North Clinton Street
ST. JOHNS, MICHIGAN 48879
Phone 224-3294 (Area Code 517)

CRAWFORD COUNTY
108 Burton Court
GRAYLING, MICHIGAN 49738
Phone 348-9832 (Area Code 517)

GENESSEE COUNTY
1221 Beach Street
FLINT, MICHIGAN 48502
Phone 767-3860 (Area Code 313)

INGHAM COUNTY
P.O. Box 24187
LANSING, MICHIGAN 48909
Phone 694-8191 (Area Code 517)

JACKSON COUNTY
500 West Michigan, P.O. Box 861
JACKSON, MICHIGAN 49201
Phone 789-6113 (Area Code 517)

KENT COUNTY
One, The Trust Building
GRAND RAPIDS, MICHIGAN 49503
Phone 451-2591 (Area Code 616)

LAPEER COUNTY
450 West Nepessing
LAPEER, MICHIGAN 48446
Phone 664-8547 (Area Code 313)

LENAWEE COUNTY
309 North Winter
ADRIAN, MICHIGAN 49221
Phone 265-6104 (Area Code 313)

MUSKOGON COUNTY
1042 Terrace Street, P.O. Box 356
MUSKOGON, MICHIGAN 49443
Phone 722-1121 (Area Code 616)

SHIAWASSEE COUNTY
149 East Corunna
CORUNNA, MICHIGAN 48817
Phone 743-5616 (Area Code 517)

WASHTENAW COUNTY
116 North Fourth Avenue
ANN ARBOR, MICHIGAN 48104
Phone 663-9395 (Area Code 313)

1	3	4	5	6	7	10	12	14
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					M			

Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

1. Effective Date **May 23, 1984 at 8:00 A.M.**

Case No. **T84-36750-F**

2. Policy or policies to be issued:

AMOUNT OF
Amount \$ **PURCHASE PRICE**

- (a)
- ALTA Owner's Policy—Form B-1970 (Rev. 10-17-70)
- ALTA Residential Title Insurance Policy—1979

Proposed insured: **TO BE ADVISED (PURCHASER)**

(b) ALTA Loan Policy, 1970 (Rev. 10-17-70)
Proposed insured:

Amount \$ _____

(c)
Proposed insured:

Amount \$ _____

3. Title to the **fee simple** estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Lou Nell Gipson (Titleholder)

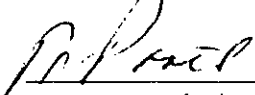
4. The land referred to in this Commitment is described as follows:
See Page 2 Attached.

RECORDED RIGHT OF WAY NO. 36176

FOR INFORMATION CALL: 649-3322
Countersigned at **TROY METRO CENTER**

EXAMINING MATTERS: **Donna Harry**
6/8/84

Commitment No. _____
Schedule A—Page 1



Authorized Officer or Agent

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
Richmond, Virginia

Case No. T84-36750-F

SCHEDULE A cont'd.

Land in the Village of Beverly Hills, County of Oakland, State of Michigan, described as:

The Northerly 117.40 feet of the following described property:
Part of the East 1/2 of the Northeast 1/4 of Section 4, Town 1 North, Range 10 East, described as: Commencing at the Northeast corner of Section 4, thence along the East Section line, South 3 degrees 14 minutes 15 seconds East 1318.66 feet to the point of beginning; thence continuing along said Section line, South 3 degrees 14 minutes 15 seconds East 430.49 feet; thence South 88 degrees 34 minutes 45 seconds West 1128.00 feet to the East Subdivision line of Nottingham Forest No. 4 (Liber 106, Page 40, Oakland County Records); thence along the East Subdivision lines of Nottingham Forest No. 4 and Nottingham Forest No. 2 (Liber 102, Page 2, Oakland County Records), North 3 degrees 14 minutes 15 seconds West 430.99 feet; thence North 88 degrees 34 minutes 45 seconds East 1128.00 feet to the point of beginning.

RECORDED RIGHT OF WAY NO. 136176

Schedule A Page 2 ~~XXXX~~

Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

Case No. T84-36750-F

SCHEDULE B—Section 1

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Item (c). Deed from the TITLE HOLDER(s) vesting fee simple title in the PURCHASER(s).

WIFE(S) IF ANY, TO JOIN IN THE ABOVE REQUIRED INSTRUMENT(S) TO RELEASE DOWER INTERESTS.

Item (d). County Tax 1983 Paid \$1,023.68
Village Tax 1983 Paid \$409.57
Partial School Tax 1983 Paid \$819.63

Sidwell Tax No. 24-04-276-003 = 3.04 Acres

RECORDED RIGHT OF WAY NO.

36176

12

Lawyers Title Insurance Corporation

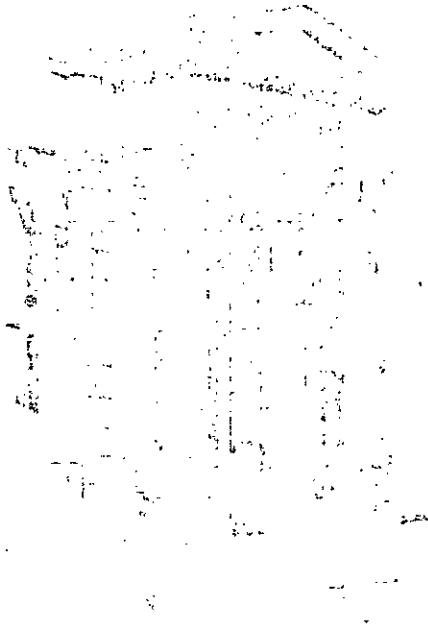
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Case No. T84-36750-F

SCHEDULE B—Section 2 Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. 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.
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway.



RECORDED RIGHT OF WAY NO. _____

36176

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B-Section 2-Page 1-Commitment No. _____

Lawyer Title Insurance Corporation

13

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."



Lawyers Title Insurance Corporation

John C. Dawson
President

Attest:

Ray Somers
Secretary

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES:

FOR ALL MORTGAGE POLICIES:

Requirement: Estoppel certificate on form provided by the 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 A.L.T.A. MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements, releases and waivers of lien in connection with improvements made on subject land which might create mechanics' and materialmen's lien rights, or satisfactory evidence that no such improvements have been made.

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

If any requirement is not satisfied, the policy will be issued subject to the exception which would have been eliminated by compliance therewith. The policy will also contain exceptions as to any matters affecting the title to subject land which may arise after the date hereof and are not disposed of to the satisfaction of the Company. This commitment is subject to the exclusions from coverage and the provisions of the conditions and stipulations contained in the form of policy requested by the applicant. Owner's Policies and Mortgage Policies with exceptions will be issued with the standard exceptions set forth below.

STANDARD EXCEPTIONS INCLUDED IN SCHEDULE B OF:

Owner's Policies:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanics' liens not of record.
4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing of record in the chain of title, but omitting those, if any, based on race, color, religion or national origin.

Mortgage Policies with exceptions:

1. Rights or claims of parties in possession not shown of record.
2. Mechanics' liens not of record.
3. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.

CONDITIONS APPLICABLE TO ALL COMMITMENTS:

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the register of deeds for the county in which the subject land is located, the policy will contain an exception providing that there shall be no liability thereunder for loss or damage arising from failure to evidence such estate or interest of record.

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 land 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.

NOTE: WHEN THE REQUIREMENTS HAVE BEEN SATISFIED, PLEASE ORDER THE POLICY ON THE ATTACHED FORM.

RECORDED RIGHT OF WAY NO. 36176

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that SHELDON SANDWEISS and MIRIAM SANDWEISS, husband and wife, whose address is 32375 Lahser Road, Beverly Hills, Michigan 48010, convey and warrant to ROBERTSON JAMIESON CORPORATION, a Michigan corporation, whose address is 2550 Telegraph Road, Suite 100, Bloomfield Hills, Michigan 48013, the following described premises situated in the Village of Beverly Hills, County of Oakland and State of Michigan, to wit:

Land in the East 1/2 of the Northeast 1/4 of Section 4, Town 1 North, Range 10 East, commencing at the Northeast corner of Section 4; thence along the East Section line, South 3 degrees 14 minutes 15 seconds East, 1318.66 feet to the point of beginning; thence continuing along said Section line South 3 degrees 14 minutes 15 seconds East, 430.49 feet; thence South 88 degrees 34 minutes 45 seconds West, 1128.00 feet to the East Subdivision line of Nottingham Forest No. 4 (Liber 106, Page 40, Oakland County Records); thence along the East Subdivision lines of Nottingham Forest No. 4 and Nottingham Forest No. 2 (Liber 102, page 2, Oakland County Records), North 3 degrees 14 minutes 15 seconds West, 430.99 feet; thence North 88 degrees 34 minutes 45 seconds East, 1128.00 feet to the point of beginning, excluding the northerly 117.40 feet thereof,

and also excluding the following described property (the retained property):

commencing at the Northeast corner of Section 4; thence along the East section line, South 3 degrees 14 minutes 15 seconds East, 1749.15 feet; thence South 88 degrees 39 minutes 15 seconds West, 439.45 feet to the point of beginning; thence continuing South 88 degrees 39 minutes 15 seconds West 259.83 feet; thence North 3 degrees 14 minutes 15 seconds West, 177.84 feet; thence North 79 degrees 13 minutes 15 seconds East 110.76 feet; thence 118.09 feet along a curve to the right, radius 236.50 feet, chord bearing South 86 degrees 28 minutes 30 seconds East, 116.86 feet; thence South 72 degrees 10 minutes 15 seconds East, 36.22 feet; thence South 3 degrees 14 minutes 15 seconds East, 174.18 feet to the point of beginning;

and reserving to Grantor an exclusive and permanent easement for ingress and egress over Seller's existing drive along the south boundary of the property between the easterly boundary of the retained property and Lahser Road, described as:

commencing at the northeast corner of Section 4; th along the east section line S 3 degrees 14 minutes 15 seconds East, 1749.15 feet to the point of beginning; thence leaving said section line, S 88 degrees 39 minutes 15 seconds West, 439.45 feet; thence North 3 degrees 14 minutes 15 seconds West, 80.00 feet; thence South 49 degrees 05 minutes 05 seconds East, 89.78 feet; thence North 88 degrees 39 minutes 15 seconds East, 190.00 feet; thence South 3 degrees 14 minutes 15 seconds East, 11.01 feet; thence North 88 degrees 39 minutes 15 seconds East, 185.00 feet to the East Section line of Section 4; thence along said section line South 3 degrees 14 minutes 15 seconds East, 8.00 feet to the point of beginning

for the full consideration of Two Hundred Thirty Thousand Dollars (\$230,000)

RECORDED RIGHT OF WAY NO. 36176

subject to easements and restrictions of record and further subject to such encumbrances as shall have attached or accrued due to the acts or omissions of Grantee or its assigns from and after September 17, 1984, being the date of a land contract between Grantor as Seller and Grantee as Purchaser, pursuant to which this deed is given.

Dated this 17th day of September, 1984.

WITNESSES:

J.M. McLean
J.M. McLean
D. Stewart Green
D. Stewart Green

SIGNED:

Sheldon Sandweiss
SHELDON SANDWEISS
Miriam Sandweiss
MIRIAM SANDWEISS

STATE OF MICHIGAN:
COUNTY OF OAKLAND:

The foregoing instrument was acknowledged before me this 17th day of September, 1984.

BETTY A. BRODY
Notary Public, Oakland County, Michigan
My Commission Expires July 26, 1986

Betty A. Brody
Notary Public
Oakland County, Michigan
My Commission Expires: July 26, 1986

Instrument drafted by:
D. Stewart Green, Esquire
525 North Woodward Avenue, #1100
Bloomfield Hills, Michigan 48013
Telephone: 313/646-7555

When recorded return to:
Grantee
Send subsequent tax bills to:
Grantee

Tax Parcel #Parts of 24-04-276-004 and
24-04-276-005

RECORDED RIGHT OF WAY NO. 360176

This Contract, Made this 17th day of September, 1984
 between SHELDON SANDWEISS and MIRIAM SANDWEISS, husband and wife,
 hereinafter referred to as the "Seller,"
 whose address is 32375 Lahser Road, Beverly Hills, Michigan 48010
 and ROBERTSON JAMIESON CORPORATION, a Michigan corporation,
 hereinafter referred to as the "Purchaser,"
 whose address is 2550 Telegraph Road, Suite 100, Bloomfield Hills, Michigan 48013
Witnesseth:
 1. THE SELLER AGREES AS FOLLOWS
 (a) To sell and convey to the Purchaser land in the Village of Beverly Hills,
Oakland County, Michigan, described as:
 SEE ATTACHED EXHIBIT "A"
 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 _____ now on the premises,
 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:
Two Hundred Thirty Thousand and no/100 ----- (\$230,000.00) DOLLARS,
 of which the sum of Forty Thousand and no/100 ----- (\$40,000.00) DOLLARS,
 has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of One Hundred Ninety Thousand and no/100 ----- (\$190,000.00) 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 annual
installments in the amount of the accrued and unpaid interest only, beginning on the 17th day
of each Sept thereafter during the term of this land contract, 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
three (3) years from the date hereof, anything herein to the contrary notwithstanding
 (c) Upon receiving payment in full of all sums owing hereon, less the amount then due on any existing mortgage or mortgages, 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 all use 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.
 See paragraph n of the attached Addendum.
 (d) To deliver to the Purchaser as evidence of title, ~~at the Seller's option, either a Policy of Title Insurance insuring Purchaser or an 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 First American Title Insurance Company of Mid-America. 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 the Purchaser upon the pledging of a reasonable security.~~ Lawyers Title Insurance Company.
 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
 (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 a manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid~~
~~If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is included 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.~~
 (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 deficiencies shall be paid by the Purchaser upon the Seller's demand.
 (f) That he has examined ~~a Title Insurance Commitment dated~~ an Abstract of Title Certified to August 27, 1984
 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 RIGHT OF WAY NO. 36176

Maintenance of Premises

Mortgage by Seller

Encumbrances on Seller's Title

Non-payment of Taxes or Insurance

Assignment by Purchaser

Possession

Right to Forfeit

Acceleration Clause

Notice to Purchaser

Additional Clauses

(g) To keep or maintain the premises and the buildings thereon in as good order as they are at the date hereof, reasonable wear and excepted, and not in committal waste, remove or diminish any ~~any~~ security, without the written consent of the Seller. See paragraph p of the attached Addendum.

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 or 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 the contract, shall provide for a 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 hereinafore 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.

(b) That if the Seller's interest in the land hereon, or now hereafter to 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.

(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 (a), 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.

(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.

(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 hereinbefore 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.

(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 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~~ See paragraph (y) of the attached Addendum after written notice of default is given Purchaser by Seller.

(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.

(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 receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

(l) See attached Addendum for additional terms and conditions which form a part of this agreement.

The pronouns and relative words herein used are 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 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

[Handwritten signatures of witnesses]

[Handwritten signature of Sheldon Sandweiss]
 SHELDON SANDWEISS
[Handwritten signature of Mariam Sandweiss]
 MARIAM SANDWEISS

ROBERTSON JAMIESON CORPORATION, a Michigan corporation,
 By: *[Handwritten signature of Paul C. Robertson]*
 Paul C. Robertson, President
 By: *[Handwritten signature of Paul C. Robertson, Jr.]*
 Paul C. Robertson, Jr., Executive Vice President

RECORDED RIGHT OF WAY NO. 36176

Use this Acknowledgment Form for Individuals

STATE OF MICHIGAN
 COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 17th day of September

1984 by Sheldon Sandweiss and Miriam Sandweiss

Betty A. Brody
 Notary Public
 County, Michigan

My Commission expires July 26 1986
 My Commission Expires July 26, 1986

Use this Acknowledgment Form for Corporations

STATE OF MICHIGAN
 COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 17th day of September

1984 by Paul C. Robertson, President, and Paul C. Robertson, Jr., Executive Vice President of Robertson Jamieson Corporation
 (Individual Name(s) and Office(s) Held) (Corporate Name)
 Michigan corporation, on behalf of the corporation.
 (State of Incorporation)

Betty A. Brody
 Notary Public
 County, Michigan

My Commission expires July 26 1986
 My Commission Expires July 26, 1986

Drafted by: D. Stewart Green Business address: 525 North Woodward Avenue Suite 1100 Bloomfield Hills, MI 48013

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

RECORDED RIGHT OF WAY NO. 36176



**First American Title Insurance Company
of Mid-America**

BURTON ABSTRACT DIVISION

FORM OF

Land Contract

WITH ALTERNATE TAX AND INSURANCE
PROVISIONS

TO

THE
ALTERNATE TAX AND INSURANCE
PAYMENT METHOD

A choice of methods for payment of
taxes and insurance is provided by this
contract.

FIRST METHOD—Direct payment by
Purchaser

If the purchaser is to pay taxes and
insurance, the blank space in Paragraph 2(e)
should be left blank.

SECOND METHOD—Installment Pay-
ment to Seller

Accounting: Such installments should be
included with principal payments and
deducted from the unpaid principal when
paid. When the Seller pays taxes or insur-
ance, the amount paid should be added to the
unpaid principal, and a note of the item paid
should be made in the margin.

If this Second Method is used, it may be
desirable for the Purchaser, at the time of
closing, to advance enough money for taxes
and insurance, so that said advancement plus
installments to become due will be sufficient
to cover the first year's taxes and insurance.



**First American Title Insurance Company
of Mid-America**

BURTON ABSTRACT DIVISION

Title Insurance • Abstracts • Escrow Service

METRO SERVICE CENTER
1650 West Big Beaver Road
P. O. Box 1289
TROY 48099
(313) 643-4000

MICHIGAN BRANCH OFFICES

CALHOUN COUNTY
15 1/2 Capital Avenue, N.E.
BATTLE CREEK, MICHIGAN 49017
Phone 965-2313 (Area Code 616)

CHEBOYGAN COUNTY
224 North Main Street
CHEBOYGAN, MICHIGAN 49721
Phone 627-7181 (Area Code 616)

CLINTON COUNTY
220 North Clinton Street
ST. JOHNS, MICHIGAN 48879
Phone 224-3294 (Area Code 517)

CRAWFORD COUNTY
106 Burton Court
GRAYLING, MICHIGAN 49738
Phone 348-9832 (Area Code 517)

GENESSEE COUNTY
1221 Beach Street
FLINT, MICHIGAN 48502
Phone 767-3860 (Area Code 313)

INGHAM COUNTY
P. O. Box 24187
LANSING, MICHIGAN 48909
Phone 694-8191 (Area Code 517)

JACKSON COUNTY
500 West Michigan, P.O. Box 861
JACKSON, MICHIGAN 49201
Phone 789-6113 (Area Code 517)

KENT COUNTY
One, The Trust Building
GRAND RAPIDS, MICHIGAN 49503
Phone 451-2591 (Area Code 616)

LAPEER COUNTY
450 West Nepessing
LAPEER, MICHIGAN 48846
Phone 664-8547 (Area Code 313)

LENAWEE COUNTY
309 North Winter
ADRIAN, MICHIGAN 49221
Phone 265-8104 (Area Code 313)

MUSKOGON COUNTY
1042 Terrace Street, P.O. Box
MUSKOGON, MICHIGAN 49
Phone 722-1121 (Area Co. J)

SHIAWASSEE COUNTY
149 East Cornum
CORUNNA, MICHIGAN 48817
Phone 743-5616 (Area Code 517)

WASHTENAW COUNTY
116 North Fourth Avenue
ANN ARBOR, MICHIGAN 48104
Phone 663-9395 (Area Code 313)

1

ADDENDUM TO LAND CONTRACT DATED ~~SEPTEMBER~~ ^{SEPTEMBER} 17, 1984 BETWEEN
SHELDON SANDWEISS AND MIRIAM SANDWEISS, HIS WIFE,
AS SELLERS, AND ROBERTSON JAMIESON CORPORATION, AS PURCHASER

(m) At any time during the term of this Land Contract Purchaser shall be entitled to request, and receive, a release or releases of any portion of the land upon payment of the release price. The release price shall be Eleven Thousand Dollars (\$11,000.00) per unit for each unit to be constructed on the parcel to be released and shall be payable in addition to the annual interest payments called for in paragraph 1(b) of this Land Contract. The release price, or any portion thereof, may be used by Purchaser to discharge, or obtain releases from, any then existing lien or encumbrance covering the property to be released which Purchaser is not obligated to accept pursuant to the following subparagraph (n).

(n) Seller shall, at Purchaser's request and upon payment by Purchaser of the release price, execute and deliver to Purchaser a good and sufficient warranty deed for each parcel designated by Purchaser, conveying title to that parcel to Purchaser subject only to easements and restrictions of record at the time of execution of the Land Contract which are acceptable to Purchaser and to such encumbrances as shall have attached or accrued since the date of execution of the Land Contract through the acts or omissions of Purchaser or its assigns. Alternatively, upon Purchaser's request at any time during the term of this Land Contract, Seller shall execute and deliver into escrow a like deed or deeds for any theretofore unreleased portion of the property for any parcel or parcels designated by Purchaser. Contemporaneously therewith Seller and Purchaser shall execute an escrow agreement directing the escrow agent to release such deed or deeds to Purchaser upon Purchaser's payment of the release price to the escrow agent. Upon payment in full of the principal balance of the Land Contract and all accrued interest thereon, Seller, or the escrow agent, shall execute and/or deliver to Purchaser a like deed for the remainder of the property.

(o) Seller acknowledges that Purchaser intends to utilize the property in conjunction with adjoining property as part of a cluster residential condominium development for which Purchaser must obtain rezoning, zoning variances, plat approval and/or site plan approval. During the term of this Land Contract, Seller hereby agrees to permit Purchaser to seek rezoning of the property, if necessary, plat approval and/or site plan approval, and further agrees to assist in and execute any petitions, plats, permissions, releases consent to condominium, dedications or other documents required to obtain rezoning, variances, site plan approval, plat approval, condominium approval or any type of governmental approval necessary to prepare the property for the construction and financing proposed therefor, or to otherwise permit the utilization of the property for Purchaser's intended use. Seller shall cooperate with Purchaser and shall join in any proceedings in the name of Seller to the extent necessary to permit Purchaser's proposed use of the property. Purchaser agrees that it will assume all costs, including but not limited to, any and all engineering expenses and attorneys fees of any nature whatsoever involved in and incidental to the obtaining of said zoning change, variance, plat approval, site plan approval or other governmental approval.

(p) During the term of this Land Contract, Purchaser or its assignee or agents shall have the right to make improvements to the property, and Seller agrees that the making of such improvements

RECORDED RIGHT OF WAY NO.

36176

as required to develop the property shall not constitute waste. Purchaser agrees to assume all costs of such development and platting and further agrees to indemnify and hold Seller harmless from all liability whatsoever in connection with or arising out of any mechanic's or construction liens which may arise out of Purchaser's improvements to the property.

(q) Purchaser agrees that Unit Number 9 as shown on Purchaser's engineering plan drawing number 344, dated August 1, 1964, a copy of which is attached as Exhibit I, shall be the last unit constructed in Phase I.

(r) Upon Purchaser's completion of the installation of storm and sanitary sewers across the northerly thirty (30) feet of the property to be retained by Seller, pursuant to the grant of right of way and construction easement of even date herewith given by Seller to Purchaser, or sooner if requested by Purchaser or if required by the Village of Beverly Hills, Michigan Bell Telephone Company, The Detroit Edison Company, Consumers Power Company, or other utility company, Seller shall execute and deliver permanent grants of easement and rights of way over the aforesaid northerly thirty (30) feet for the installation, maintenance and repair of storm and sanitary sewers and other utilities. Such grants shall be on forms acceptable to the Village of Beverly Hills or the utility companies to be benefitted thereby.

(s) Purchaser shall, at the time it installs water lines on the property, make a water line available to Seller at or near the property line of the excluded property being retained by Seller in accordance with applicable Village ordinances. Purchaser shall be required only to stub the water line and shall not be responsible for providing a water hookup nor for the payment of any tap-in fees, hookup fees, user fees, or capital charges, all of which shall be the sole responsibility of Seller. In the event Purchaser finds it necessary to disconnect the Seller's gas, sewer, electric and/or telephone lines, Purchaser shall reconnect such lines as soon as reasonably possible at Purchaser's sole expense. In the event Purchaser's construction activities prevent the reconnection of such lines within twenty-four (24) hours after disconnection, Purchaser shall provide reasonable temporary connections or alternative service until such time as permanent reconnection is possible.

(t) Seller shall be entitled, at any time after the installation of roads on the property by Purchaser, to install, at Seller's sole expense, a twenty (20) foot wide asphalt driveway between the northerly property line of the retained property and the closest street within the Purchaser's development. At Seller's request, Purchaser shall execute and deliver to Seller a grant of easement for said driveway over the cross-access easement as shown on Purchaser's engineering plan. Purchaser agrees to pay for such driveway installation if both Seller and the neighboring property owner to the south abandon and release their easement rights over the existing driveway along the south property line between Lahser Road and Seller's existing residence.

(u) Purchaser, during construction, and Purchaser's successor condominium association, after construction, shall use reasonable care to preserve, protect and maintain the existing pine trees along the northerly line of Seller's existing driveway. Purchaser, as developer and incorporator of the condominium association, agrees to impose on the condominium association the obligation to maintain the existing trees in accordance with this paragraph. Purchaser shall place a construction fence around the trees along the driveway approximately at the drip line during construction. Seller acknowledges that utility lines may have to be installed inside the drip line, but no closer than six (6) feet from the trunk.

RECORDED RIGHT OF WAY NO. 36176

Purchaser shall place any of such trees that die within nine (9) months of the completion of the land development construction as a result of Purchaser's construction activities with a ten (10) to twelve (12) foot pine tree.

(v) Purchaser shall, in the course of developing the property as a residential condominium, plant additional trees and shrubs to the north and east of the retained property in accordance with a landscaping plan to be mutually agreed to by Seller and Purchaser or, if no plan is mutually agreed to, in accordance with the landscaping plan prepared by Aron Kleckner dated August 17, 1984, attached hereto as Exhibit II. Seller shall pay to Purchaser One Thousand Dollars (\$1,000) of the cost of such landscaping at the time of installation. Seller may plant additional trees and shrubs acceptable to Purchaser at Seller's sole expense. Purchaser agrees that it will plant the trees and shrubs to the north of the retained property promptly upon completion of installation of the roads and water, sewer and utility lines. Provided, that, if Purchaser's landscape contractor or landscape architect advises against planting at that time due to the planting season having ended or adverse weather or ground conditions, Purchaser will so advise Seller. If Seller still desires that such plantings take place at that time, Purchaser will proceed with the plantings but such plantings shall be without any warranty or guaranty of survival whatsoever. Seller shall have the right at any time hereafter to plant trees and shrubs acceptable to Purchaser or its assigns on a strip of land five (5) feet wide immediately adjacent to and surrounding Seller's retained land and, so long as such easement remains in effect, on the five (5) foot wide strip of land adjacent to and north of the reserved driveway easement over the existing driveway.

(w) Purchaser shall not construct any condominium unit on the property closer to Seller's retained property than as shown on Purchaser's engineering plan and all individual driveways on the property shall be constructed as shown on Purchaser's engineering plan. No condominium unit constructed on the property sold hereby shall have an interior area of less than 1,700 square feet, nor shall Purchaser increase the unit density over that as shown on the engineering plan without Seller's prior agreement. Purchaser expressly reserves the right to plan without Seller's prior agreement. Purchaser expressly reserves the right to substitute floor plans or models within the condominium development, but agrees that the development shall otherwise substantially conform with the engineering plan.

(x) Purchaser shall not begin construction work on the property earlier than 7:30 A.M. nor conduct any construction activities on Sundays without Seller's prior approval.

(y) Purchaser, at Purchaser's sole expense, shall repair any damage caused to Seller's retained property by Purchaser's construction activities. In making any such repairs Purchaser shall restore the disturbed property to substantially the same condition as existed immediately prior to the damage, except as provided in the grant of right of way and easement of even date herewith.

(z) If Purchaser defaults in the performance of this Land Contract or any term hereof and if such default continues for a period of forty-five (45) days or more after written notice of default is given to Purchaser by Seller, Seller shall have the right to declare the Land Contract forfeited and recover possession of the property in accordance with Michigan's summary proceedings statute.

(aa) So long as the existing driveway along the southerly line of the property remains in existence and subject to a driveway

1
easement, Seller shall maintain the driveway, at Seller's expense,
in its current condition.

IN WITNESS WHEREOF, the parties hereto have executed this
contract the day and year first above written.

Signed in the presence of:

J.M. Linn
D. Stupp

Sheldon Sandweiss
SHELDON SANDWEISS
Miriam Sandweiss
MIRIAM SANDWEISS

ROBERTSON JAMIESON CORPORATION,
a Michigan corporation,

J.M. Linn
D. Stupp

By: *Paul C. Robertson*
Paul C. Robertson
Its: President
By: *Paul C. Robertson, Jr.*
Paul C. Robertson, Jr.
Its: Executive Vice President

Land in the Village of Beverly Hills, County of Oakland, State of Michigan described as:

Land in the East 1/2 of the Northeast 1/4 of Section 4, Town 1 North, Range 10 East, commencing at the Northeast corner of Section 4; thence along the East Section line, South 3 degrees 14 minutes 15 seconds East, 1318.66 feet to the point of beginning; thence continuing along said Section line South 3 degrees 14 minutes 15 seconds East, 430.49 feet; thence South 88 degrees 34 minutes 45 seconds West, 1128.00 feet to the East Subdivision line of Nottingham Forest No. 4 (Liber 106, Page 40, Oakland County Records); thence along the East Subdivision lines of Nottingham Forest No. 4 and Nottingham Forest No. 2 (Liber 102, page 2, Oakland County Records), North 3 degrees 14 minutes 15 seconds West, 430.99 feet; thence North 88 degrees 34 minutes 45 seconds East, 1128.00 feet to the point of beginning, excluding the northerly 117.40 feet thereof,

and also excluding the following described property (the retained property):

commencing at the Northeast corner of Section 4; thence along the East section line, South 3 degrees 14 minutes 15 seconds East, 1749.15 feet; thence South 88 degrees 39 minutes 15 seconds West, 439.45 feet to the point of beginning; thence continuing South 88 degrees 39 minutes 15 seconds West 259.83 feet; thence North 3 degrees 14 minutes 15 seconds West, 177.84 feet; thence North 79 degrees 13 minutes 15 seconds East 110.76 feet; thence 118.09 feet along a curve to the right, radius 236.50 feet, chord bearing South 86 degrees 28 minutes 30 seconds East, 116.86 feet; thence South 72 degrees 10 minutes 15 seconds East, 36.22 feet; thence South 3 degrees 14 minutes 15 seconds East, 174.18 feet to the point of beginning;

and reserving to Seller an exclusive and permanent easement for ingress and egress over Seller's existing drive along the south boundary of the property between the easterly boundary of the retained property and Lahser Road, described as:

commencing at the northeast corner of Section 4; th along the east section line S 3 degrees 14 minutes 15 seconds East, 1749.15 feet to the point of beginning; thence leaving said section line, S 88 degrees 39 minutes 15 seconds West, 439.45 feet; thence North 3 degrees 14 minutes 15 seconds West, 80.00 feet; thence South 49 degrees 05 minutes 05 seconds East, 89.78 feet; thence North 88 degrees 39 minutes 15 seconds East, 190.00 feet; thence South 3 degrees 14 minutes 15 seconds East, 11.01 feet; thence North 88 degrees 39 minutes 15 seconds East, 185.00 feet to the East Section line of Section 4; thence along said section line South 3 degrees 14 minutes 15 seconds East, 8.00 feet to the point of beginning.

RECORDED RIGHT OF WAY NO. 36176

SECOND ADDENDUM TO LAND CONTRACT DATED September 17, 1984
BETWEEN SHELDON SANDWEISS AND MIRIAM SANDWEISS, HIS WIFE,
AS SELLERS AND ROBERTSON JAMIESON CORPORATION, AS PURCHASER

(bb) Sellers' obligation, under paragraph (v) of the rider to pay One Thousand Dollars (\$1,000) toward the cost of landscaping shall arise only if the landscaping is performed in accordance with the Aron Kleckner plan of August 17, 1984, attached as Exhibit II. In the event Sellers and Purchaser mutually agree to a different landscaping plan, as provided in paragraph (v), Sellers' obligation, if any, to pay a portion of the landscaping cost shall be determined as part of that agreement.

WITNESSES:

J.M. Law
D. St. J.

Sheldon Sandweiss
SHELDON SANDWEISS
Miriam Sandweiss
MIRIAM SANDWEISS

ROBERTSON JAMIESON CORPORATION,
a Michigan corporation

J.M. Law
D. St. J.

By: *Paul C. Robertson*
Paul C. Robertson, President
By: *Paul C. Robertson, Jr.*
Paul C. Robertson, Jr.
Executive Vice President

RECORDED RIGHT OF WAY NO. 36176

1	3	4	5	6	7	9	10	12	14
2		0	0	0					
		M	M	M	B		11	13	
					M				

Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

1. Effective Date **August 27, 1984 at 8:00 A.M.**

Case No. T84-36751-F
Revised

2. Policy or policies to be issued:

**AMOUNT OF
PURCHASE PRICE**

Amount \$ _____

- (a)
 ALTA Owner's Policy—Form B-1970 (Rev. 10-17-70)
 ALTA Residential Title Insurance Policy—1979

Proposed insured: **TO BE ADVISED (PURCHASER)**

Amount \$ _____

- (b) ALTA Loan Policy, 1970 (Rev. 10-17-70)
Proposed insured:

Amount \$ _____

- (c)
Proposed insured:

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

sheldon Sandweiss and Miriam Sandweiss, his wife (Titleholder)

4. The land referred to in this Commitment is described as follows:

See Page 2 Attached.

RECORDED RIGHT OF WAY NO. 36176

FOR INFORMATION CALL: 649-3322
Countersigned at TROY METRO CENTER

EXAMINING MATTERS: Donna Harry
9/11/84
Commitment No. _____
Schedule A—Page 1

A. Poehl

Authorized Officer or Agent

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

Richmond, Virginia

SCHEDULE A cont'd.

Case No. T84-36751-F

Land in the Village of Beverly Hills, County of Oakland, State of Michigan, described as:

Land in the East 1/2 of the Northeast 1/4 of Section 4, Town 1 North, Range 10 East, described as: Commencing at the Northeast corner of Section 4, thence along the East Section line, South 3 degrees 14 minutes 15 seconds East 1318.66 feet to the point of beginning; thence continuing along said Section line, South 3 degrees 14 minutes 15 seconds East 430.49 feet; thence South 88 degrees 34 minutes 45 seconds West 1128.00 feet to the East subdivision line of Nottingham Forest No. 4 (Liber 106, Page 40, Oakland County Records); thence along the East Subdivision lines of Nottingham Forest No. 4 and Nottingham Forest No. 2 (Liber 102, Page 2, Oakland County Records), North 3 degrees 14 minutes 15 seconds West 430.99 feet; thence North 88 degrees 34 minutes 45 seconds East 1128.00 feet to the point of beginning, excluding the Northerly 117.40 feet thereof.

RECORDED RIGHT OF WAY NO.

36176

Schedule A Page 2 ~~XXXX~~

Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

SCHEDULE B—Section 1

Case No. T84-36751-F

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Item (c). Deed from the TITLE HOLDER(s) vesting fee simple title in the PURCHASER(s).

Item (d). Release of record of the following Mortgages or same will be shown on final policy.

Mortgage from Sheldon Sandweiss and Miriam Sandweiss, his wife to Manufacturers Bank of Southfield, N.A., a National Banking Association, dated November 14, 1978 and recorded December 5, 1978 in Liber 7387, on Page 174, Oakland County Records, as to part of the Northeast 1/4 of Section 4, Town 1 North, Range 10 East, Village of Beverly Hills, Oakland County, Michigan, described as: Beginning at a point distant South 03 degrees 14 minutes 15 seconds East, 1592.61 feet and South 88 degrees 34 minutes 45 seconds West 263.03 feet from the Northeast Section corner of said Section 4; thence continuing South 88 degrees 34 minutes 45 seconds West 493.96 feet; thence North 03 degrees 14 minutes 15 seconds West 156.54 feet; thence North 88 degrees 34 minutes 45 seconds East 493.96 feet; thence South 03 degrees 14 minutes 15 seconds East 156.54 feet to the point of beginning.

Said mortgage secured the original principal amount of \$140,000.00, however, no representation is made as to the present outstanding balance thereof.

Mortgage from Sheldon Sandweiss and Miriam Sandweiss, his wife, to Michigan National Bank-Oakland, a National Banking Association, dated September 30, 1982 and recorded October 12, 1982 in Liber 8255, on Page 264, Oakland County Records, as to that part of the Northeast 1/4 of Section 4, Town 1 North, Range 10 East, Village of Beverly Hills, Oakland County, Michigan, described as: Beginning at a point distant South 03 degrees 14 minutes 15 seconds East, 1592.61 feet and South 88 degrees 34 minutes 45 seconds West 263.03 feet from the Northeast Section corner of said Section 4; thence continuing South 88 degrees 34 minutes 45 seconds West 493.96 feet; thence North 03 degrees 14 minutes 15 seconds West 156.54 feet; thence North 88 degrees 34 minutes 45 seconds East 493.96 feet; thence South 03 degrees 14 minutes 15 seconds East 156.54 feet to the point of beginning.

Said mortgage secured the original principal amount of \$480,000.00, however, no representation is made as to the present outstanding balance thereof.

See attached Page 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B-Section 1-Page 1-Commitment No. _____

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Lawyers Title Insurance Corporation

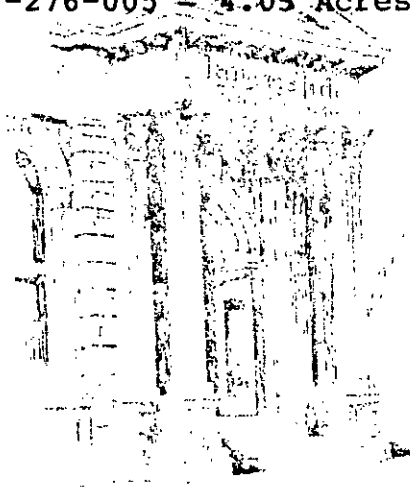
NATIONAL HEADQUARTERS
Richmond, Virginia

SCHEDULE B cont'd. Case No. T84-36751-F

Item (e). Pay the following taxes, plus penalties, interest and collection fees, if any, or same will be shown on final policy.

County Tax 1983 - Paid (1)\$460.35 (2)\$2,478.27
Village Tax 1984 - Due (1)\$201.68 (2)\$1,085.75
Partial School Tax 1984 - Paid (1)\$389.38 (2)\$2,096.26

Sidwell Tax Nos. (1) 24-04-276-004 = 4.05 Acres
(2) 24-04-276-005 = 4.05 Acres



RECORDED RIGHT OF WAY NO. 36176

CITY, TOWNSHIP OR VILLAGE
VILLAGE OF DEERLEY HILLS

PARCEL IDENTIFICATION NO
24-04-276-004

①

TIN, R10E, SEC 4 PART OF E 1/2 OF NE FRC 1/4 BEG AT PT
DIST S 03-14-15 E 1436.06 FT FROM NE SEC COR, TH S
03-14-15 E 156.55 FT, TH S 88-34-45 W 1128 FT, TH N
03-14-15 W 156.55 FT, TH N 88-34-45 E 1128 FT TO BEG
4.05 A

SECTION

ACRES

117900.00

117900

CITY, TOWNSHIP OR VILLAGE
VILLAGE OF DEERLEY HILLS

PARCEL IDENTIFICATION NO
24-04-276-005

②

TIN, R10E, SEC 4 PART OF E 1/2 OF NE FRC 1/4 BEG AT PT
DIST S 03-14-15 E 1592.61 FT FROM NE SEC COR, TH S
03-14-15 E 156.54 FT, TH S 88-34-45 W 1128 FT, TH N
03-14-15 W 156.54 FT, TH N 88-34-45 E 1128 FT TO BEG
4.05 A

SECTION

SUMMER 83 117900.00

117900

RECORDED RIGHT OF WAY NO.

36176

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE B—Section 2

Case No. T84-36751-F

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. 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.
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway.
3. Building and Use Restrictions recorded in Liber 1303, Page 272; Liber 1347, Page 234; Liber 1347, Page 237 and in Liber 1347, Page 239, which are not accompanied by a Right of Reverter.
4. Easement for private roadway over the Southerly 6 feet of the Easterly 696 feet and Northerly 6 feet of the adjoining parcel on the South as set forth in Easement Agreement recorded March 19, 1940 in Liber 64 of Miscellaneous Records, Page 257, Oakland County Records.

RECORDED RIGHT OF WAY NO. 36176

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B-Section 2-Page 1-Commitment No. _____

Form No 91-88 (B-2)
035-1-088-0004/1

ORIGINAL

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."



Lawyers Title Insurance Corporation

John C. Dawson
President

Attest:

Ray [unclear]
Secretary

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES:

FOR ALL MORTGAGE POLICIES:

Requirement: Estoppel certificate on form provided by the 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 A.L.T.A. MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements, releases and waivers of lien in connection with improvements made on subject land which might create mechanics' and materialmen's lien rights, or satisfactory evidence that no such improvements have been made.

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

If any requirement is not satisfied, the policy will be issued subject to the exception which would have been eliminated by compliance therewith. The policy will also contain exceptions as to any matters affecting the title to subject land which may arise after the date hereof and are not disposed of to the satisfaction of the Company. This commitment is subject to the exclusions from coverage and the provisions of the conditions and stipulations contained in the form of policy requested by the applicant. Owner's Policies and Mortgage Policies with exceptions will be issued with the standard exceptions set forth below.

STANDARD EXCEPTIONS INCLUDED IN SCHEDULE B OF:

Owner's Policies:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanics' liens not of record.
4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing of record in the chain of title, but omitting those, if any, based on race, color, religion or national origin.

Mortgage Policies with exceptions:

1. Rights or claims of parties in possession not shown of record.
2. Mechanics' liens not of record.
3. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.

CONDITIONS APPLICABLE TO ALL COMMITMENTS:

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the register of deeds for the county in which the subject land is located, the policy will contain an exception providing that there shall be no liability thereunder for loss or damage arising from failure to evidence such estate or interest of record.

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 land 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.

NOTE: WHEN THE REQUIREMENTS HAVE BEEN SATISFIED, PLEASE ORDER THE POLICY ON THE ATTACHED FORM.

RECORDED RIGHT OF WAY NO. 36176



PHILIP R. SEA R TITLE COMPANY, Inc.

WAR. JY DEED—Statutory Form
C.L. 1946, 365.151 M.S.A. 26.571

2700 N. Woodward / Bloomfield Hills, Michigan 48013 / (313) 647-2171 — (313) 338-7135
32280 Five Mile Road / Livonia, Michigan 48151 / (313) 426-9700

KNOW ALL MEN BY THESE PRESENTS: That LOU NELL GIPSON
whose address is 32505 Lahser Road, Beverly Hills, Michigan 48010
Convey(s) and Warrant(s) to ROBERTSON JAMIESON CORPORATION, A Michigan Corporation
whose address is 2550 Telegraph Road, Suite 100, Bloomfield Hills, Michigan 48013
the following described premises situated in the Village of Beverly Hills
County of Oakland and State of Michigan, to-wit:

SEE ATTACHED EXHIBIT I.

for the full consideration of Two Hundred Ten Thousand Dollars (\$210,000.00)
subject to easements and restrictions of record and to such encumbrances as shall have
attached or accrued through the acts or omissions of Grantee or its assigns from and
after June 13, 1984, being the date of a land contract between Grantor as Seller and
Grantee as Purchaser, pursuant to which this Deed is given.

Dated this 13TH day of June 19 84

Witnesses:
D. Stewart Green
James W. Rowland

Signed and Sealed:
Lou Nell Gipson (L.S.)

(L.S.)

(L.S.)

(L.S.)

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me this 13th day of June 19 84
by LOU NELL GIPSON

My commission expires 8-15-87 CAROL DIFABIO BULL
Notary Public, Wayne County, Michigan
My Commission Expires August 15, 1987

Instrument Drafted by D. STEWART GREEN
Notary Public Carol Difabio Bull
acting in Oakland Co. County, Michigan
Business Address 525 N. Woodward, Ste. 1100, Bloomfield Hills, MI 48013

County Treasurer's Certificate

Recording Fee _____
State Transfer Tax _____
When recorded return to Grantee
Send subsequent tax bills to _____
Tax Parcel # 24-04-276-003

RECORDED RIGHT OF WAY NO. 36176

2

EXHIBIT "I" TO WARRANTY DEED DATED
JUNE 13, 1984 BETWEEN LOU NELL GIPSON AS SELLER
AND ROBERTSON JAMIESON CORPORATION AS PURCHASER

Land in the Village of Beverly Hills, County of
Oakland, State of Michigan, described as:

The Northerly 117.40 feet of the following described
property:

Part of the East 1/2 of the Northeast 1/4 of Section
4, Town 1 North, Range 10 East, commencing at the
Northeast corner of Section 4; thence along the East
Section line, South 3 degrees 14 minutes 15 seconds
East, 1318.66 feet to the point of beginning; thence
continuing along said Section line South 3 degrees 14
minutes 15 seconds East, 430.49 feet; thence South 88
degrees 34 minutes 45 seconds West 1128.00 feet to
the East Subdivision line of Nottingham Forest No. 4
(Liber 106, Page 40, Oakland County Records); thence
along the East Subdivision lines of Nottingham Fores
No. 4 and Nottingham Forest No. 2 (Liber 102, Page 2,
Oakland County Records), North 3 degrees 14 minutes
15 seconds West 430.99 feet; thence North 88 degrees
34 minutes 45 seconds East; 1128.00 feet to the point
of beginning.

RECORDED RIGHT OF WAY NO.

36176

Tax Parcel # 24-04-276-003

Land Contract

of Mid-America

WITH ALTERNATE

AND INSURANCE PROVISIONS

BURTON ABS

T DIVISION

3

This Contract, Made this 13th day of JUNE 1984 between LOU NELL GIPSON

hereinafter referred to as the "Seller," whose address is 32505 Lahser Road, Beverly Hills, Michigan 48010 and ROBERTSON JAMIESON CORPORATION, a Michigan corporation,

hereinafter referred to as the "Purchaser," whose address is 2550 Telegraph Road, Suite 100, Bloomfield Hills, Michigan 48013

Witnesseth:

1 THE SELLER AGREES AS FOLLOWS: Village Township of Beverly Hills Oakland County, Michigan, described as

SEE ATTACHED EXHIBIT A.

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 now on the premises.

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: Two Hundred Ten Thousand and 00/100 (\$210,000.00) DOLLARS, of which the sum of One Hundred Thousand and no/100 (\$100,000.00) DOLLARS, has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of One Hundred Ten Thousand and no/100 (\$110,000.00) 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 semi-annual interest only payments of Six Thousand Fifty and no/100 (\$6,050.00) DOLLARS beginning the 1st day of every June and December thereafter until paid, 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 Two (2) years from the date hereof, anything herein to the contrary notwithstanding

Upon receiving payment in full of all sums owing hereon, less the amount then due on any existing mortgages, 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 the 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

(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 Lawyers 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 the Purchaser upon the pledging of a reasonable security.

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 government authority.

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

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

(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 deficiencies shall be paid by the Purchaser upon the Seller's demand.

(f) That he has examined [a Title Insurance Commitment dated May 23, 1984] 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

Parties
Description of Premises
Terms of Payment
Seller's Duty to Convey
To furnish Title Evidence
Purchaser's Duties
To Pay Taxes and keep Premises Insured
Alternate Payment Method
insert amount if advance monthly installment method of taxes and insurance is to be adopted
Acceptance of Title and Premises

RECORDED RIGHT OF WAY NO. 36176

4

H
INDUM TO LAND CONTRACT DATED JUNE 13, 1989
BETWEEN LOU NELL GIPSON AS SELLER AND
ROBERTSON JAMIESON CORPORATION AS PURCHASER

M. Rezoning, Platting and Site Plan Approval. Seller acknowledges that Purchaser intends to utilize the Property in conjunction with adjoining property as part of a cluster residential development for which Purchaser must obtain rezoning, zoning variances, plat approval and/or site plan approval. During the term of this Land Contract, Seller hereby agrees to permit Purchaser to seek rezoning of the Property, if necessary, plat approval and/or site plan approval, and further agrees to assist in and execute any petitions, plats, permissions, releases or other documents required to obtain rezoning, variances, site plan approval, plat approval or any type of governmental approval necessary to prepare the Property for the construction and financing proposed therefor, to permit the utilization of the Property for Purchaser's intended use. Seller shall cooperate with Purchaser and shall join in any proceedings in the name of Seller to the extent necessary to permit Purchaser's proposed use of the Property. Purchaser agrees that it will assume all costs, including but not limited to, any and all engineering expenses and attorney fees of any nature whatsoever involved in and incidental to the obtaining of said zoning change, variance, plat approval, site plan approval or other governmental approval.

N. Permission to Make Improvements. During the term of this Land Contract, Purchaser or its assignee or agents shall have the right to make improvements to the Property, and Seller agrees that the making of such improvements as required to develop the Property shall not constitute waste. Purchaser agrees to assume all costs of such development and platting and further agrees to indemnify and hold Seller harmless from all liability whatsoever in connection with or arising out of any mechanics' or construction liens which may arise out of Purchaser's improvements to the Property.

O. Possession. It is acknowledged that Seller lives in the home-
stead located on the premises and that she shall have 90 days from the date of this Land Contract to vacate the premises. No rent shall be payable by Seller during this period that she occupies the home.

P. Deeds. At the time of closing, Seller shall execute a good and sufficient Warranty Deed for the Property, conveying title to the Property to Purchaser subject only to easements and restrictions of record at the time of execution of the Land Contract which are acceptable to Purchaser and to such encumbrances as shall have attached or accrued since the date of execution of the Land Contract through the acts or omissions of Purchaser or its assigns. Seller further agrees to deposit said Deed with a reputable title insurance company as an escrow agent and to execute an escrow agreement designating said title company as escrow agent and instructing the escrow agent to deliver the Warranty Deed to Purchaser upon payment in full of the principal balance of the Land Contract and all accrued interest thereon.

DATED: June 13, 1989

WITNESSES:

[Signature]
D. STEWART GREEN

[Signature]
D. STEWART GREEN

[Signature]
LOU NELL GIPSON

ROBERTSON JAMIESON CORPORATION, A
Michigan Corporation

BY: [Signature]
PAUL C. ROBERTSON, JR., Executive
Vice President

BY: [Signature]
J. MICHAEL McLEAN, Secretary/Treasurer

RECORDED RIGHT OF WAY NO. 36176

EXHIBIT "A" TO LAND CONTRACT DATED
JUNE 13, 1984 BETWEEN LOU NELL GIPSON
AS SELLER AND ROBERTSON JAMIESON CORPORATION AS PURCHASER

Land in the Village of Beverly Hills, County of Oakland,
State of Michigan, described as:

The Northerly 117.40 feet of the following described
property:

Part of the East 1/2 of the Northeast 1/4 of Section
4, Town 1 North, Range 10 East, commencing at the
Northeast corner of Section 4; thence along the East
Section line, South 3 degrees 14 minutes 15 seconds
East, 1318.66 feet to the point of beginning; thence
continuing along said Section line South 3 degrees 14
minutes 15 seconds East, 430.49 feet; thence South 88
degrees 34 minutes 45 seconds West 1128.00 feet to
the East Subdivision line of Nottingham Forest No. 4
(Liber 106, Page 40, Oakland County Records); thence
along the East Subdivision lines of Nottingham Forest
No. 4 and Nottingham Forest No. 2 (Liber 102, Page 2,
Oakland County Records), North 3 degrees 14 minutes
15 seconds West 430.99 feet; thence North 88 degrees
34 minutes 45 seconds East, 1128.00 feet to the point
of beginning.

RECORDED RIGHT OF WAY NO.

30176

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
~~(e) 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 or 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. Payment of a 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 hereinafter 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, and 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 or 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 hereabove 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 Forfeit

(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.

Acceleration 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.

Notice to Purchaser

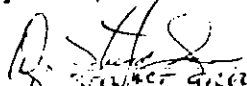
(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with first class postage fully prepaid, if said envelope is addressed to the 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.

Additional Clauses

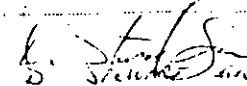
(l) See attached Addendum for additional terms and conditions which form a part of this Agreement.

The pronouns and relative words herein used are 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 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:

LOU NELL GIPSON

LOU NELL GIPSON


By: Paul C. Robertson, Jr. Exec. Vice President

ROBERTSON JAMIESON CORPORATION,
a Michigan Corporation
By: Paul C. Robertson, Jr. Exec. Vice President


By: J. Michael McLean, Secretary/Treasurer

J. Michael McLean, Secretary/Treasurer

RECORDED RIGHT OF WAY NO.

36176



**First American Title Insurance Company
of Mid-America**

BURTON ABSTRACT DIVISION

FORM OF

Land Contract

• WITH ALTERNATE TAX AND INSURANCE PROVISIONS

TO

THE
ALTERNATE TAX AND INSURANCE
PAYMENT METHOD

A choice of methods for payment of taxes and insurance is provided by this contract.

FIRST METHOD—*Direct payment by Purchaser*

If the purchaser is to pay taxes and insurance, the blank space in Paragraph 2(e) should be left blank.

SECOND METHOD—*Installment Payment to Seller*

Accounting. Such installments should be included with principal payments and deducted from the unpaid principal when paid. When the Seller pays taxes or insurance, the amount paid should be added to the unpaid principal, and a note of the item paid should be made in the margin.

If this Second Method is used, it may be desirable for the Purchaser, at the time of closing, to advance enough money for taxes and insurance, so that said advancement plus installments to become due will be sufficient to cover the first year's taxes and insurance.



**First American Title Insurance Company
of Mid-America**

BURTON ABSTRACT DIVISION

Title Insurance • Abstracts • Escrow Service

METRO SERVICE CENTER
1650 West Big Beaver Road
P.O. Box 1789
TROY 48099
(313) 643-4000

MICHIGAN BRANCH OFFICES

CALHOUN COUNTY
15½ Capital Avenue, N.E.
BATTLE CREEK, MICHIGAN 49017
Phone 965-2313 (Area Code 616)

CHEBOYGAN COUNTY
224 North Main Street
CHEBOYGAN, MICHIGAN 49721
Phone 627-7181 (Area Code 616)

CLINTON COUNTY
220 North Clinton Street
ST. JOHNS, MICHIGAN 48879
Phone 224-3294 (Area Code 517)

CRAWFORD COUNTY
108 Burton Court
GRAYLING, MICHIGAN 49738
Phone 348-9832 (Area Code 517)

GENESSEE COUNTY
1221 Beach Street
FLINT, MICHIGAN 48502
Phone 767-3860 (Area Code 313)

INGHAM COUNTY
P.O. Box 24187
LANSING, MICHIGAN 48909
Phone 694-8191 (Area Code 517)

JACKSON COUNTY
500 West Michigan, P.O. Box 861
JACKSON, MICHIGAN 49201
Phone 789-6113 (Area Code 517)

KENT COUNTY
One, The Trust Building
GRAND RAPIDS, MICHIGAN 49503
Phone 451-2591 (Area Code 616)

LAPEER COUNTY
450 West Nepessing
LAPEER, MICHIGAN 48446
Phone 664-8547 (Area Code 313)

LENAWEE COUNTY
309 North Winter
ADRIAN, MICHIGAN 49221
Phone 265-6104 (Area Code 313)

MUSKEGON COUNTY
1042 Terrace Street, P.O. Box 356
MUSKEGON, MICHIGAN 49443
Phone 722-1121 (Area Code 616)

SHIAWASSEE COUNTY
149 East Corunna
CORUNNA, MICHIGAN 48817
Phone 743-5616 (Area Code 517)

WASHTENAW COUNTY
116 North Fourth Avenue
ANN ARBOR, MICHIGAN 48104
Phone 663-9395 (Area Code 313)

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					M				

Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

1. Effective Date **May 23, 1984 at 8:00 A.M.**

Case No. **T84-36750-F**

2. Policy or policies to be issued:

AMOUNT OF
Amount \$ **PURCHASE PRICE**

(a)

- ALTA Owner's Policy—Form B-1970 (Rev. 10-17-70)
- ALTA Residential Title Insurance Policy—1979

Proposed insured: **TO BE ADVISED (PURCHASER)**

(b) ALTA Loan Policy, 1970 (Rev. 10-17-70)

Amount \$ _____

Proposed insured:

(c)

Proposed insured:

Amount \$ _____

3. Title to the **fee simple** estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Lou Nell Gipson (Titleholder)

4. The land referred to in this Commitment is described as follows:

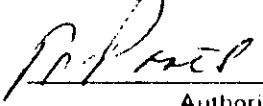
See Page 2 Attached.

RECORDED RIGHT OF WAY NO. 36176

FOR INFORMATION CALL: **649-3322**
Countersigned at **TROY METRO CENTER**

EXAMINING MATTERS: **Donna Harry**
6/8/84

Commitment No. _____
Schedule A—Page 1



Authorized Officer or Agent

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
Richmond, Virginia

Case No. T84-36750-F

SCHEDULE A cont'd.

Land in the Village of Beverly Hills, County of Oakland, State of Michigan, described as:

The Northerly 117.40 feet of the following described property:
Part of the East 1/2 of the Northeast 1/4 of Section 4, Town 1 North, Range 10 East, described as: Commencing at the Northeast corner of Section 4, thence along the East Section line, South 3 degrees 14 minutes 15 seconds East 1318.66 feet to the point of beginning; thence continuing along said Section line, South 3 degrees 14 minutes 15 seconds East 430.49 feet; thence South 88 degrees 34 minutes 45 seconds West 1128.00 feet to the East Subdivision line of Nottingham Forest No. 4 (Liber 106, Page 40, Oakland County Records); thence along the East Subdivision lines of Nottingham Forest No. 4 and Nottingham Forest No. 2 (Liber 102, Page 2, Oakland County Records), North 3 degrees 14 minutes 15 seconds West 430.99 feet; thence North 88 degrees 34 minutes 45 seconds East 1128.00 feet to the point of beginning.

RECORDED IN OFFICE OF CLERK OF COURT
36176

Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

Case No. T84-36750-F

SCHEDULE B—Section 1

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Item (c). Deed from the TITLE HOLDER(s) vesting fee simple title in the PURCHASER(s).

WIFE(S) IF ANY, TO JOIN IN THE ABOVE REQUIRED INSTRUMENT(S) TO RELEASE DOWER INTERESTS.

Item (d). County Tax 1983 Paid \$1,023.68
Village Tax 1983 Paid \$409.57
Partial School Tax 1983 Paid \$819.63

Sidwell Tax No. 24-04-276-003 = 3.04 Acres

RECORDED RIGHT OF WAY NO. 36176

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B-Section 1-Page 1-Commitment No. _____

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Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Case No. T84-36750-F

SCHEDULE B—Section 2 Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. 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.
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway.



RECORDED RIGHT OF WAY NO. 36176

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B-Section 2-Page 1-Commitment No. _____

Lawyer Title Insurance Corporation

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NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."



Lawyers Title Insurance Corporation

John C. Dawson
President

Attest:

Ray G. Meeker
Secretary

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES:

FOR ALL MORTGAGE POLICIES:

Requirement: Estoppel certificate on form provided by the 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 A.L.T.A. MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements, releases and waivers of lien in connection with improvements made on subject land which might create mechanics' and materialmen's lien rights, or satisfactory evidence that no such improvements have been made.

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

If any requirement is not satisfied, the policy will be issued subject to the exception which would have been eliminated by compliance therewith. The policy will also contain exceptions as to any matters affecting the title to subject land which may arise after the date hereof and are not disposed of to the satisfaction of the Company. This commitment is subject to the exclusions from coverage and the provisions of the conditions and stipulations contained in the form of policy requested by the applicant. Owner's Policies and Mortgage Policies with exceptions will be issued with the standard exceptions set forth below.

STANDARD EXCEPTIONS INCLUDED IN SCHEDULE B OF:

Owner's Policies:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanics' liens not of record.
4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing of record in the chain of title, but omitting those, if any, based on race, color, religion or national origin.

Mortgage Policies with exceptions:

1. Rights or claims of parties in possession not shown of record.
2. Mechanics' liens not of record.
3. Such state of facts as would be disclosed by an accurate survey and personal inspection of the premises.

CONDITIONS APPLICABLE TO ALL COMMITMENTS:

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the register of deeds for the county in which the subject land is located, the policy will contain an exception providing that there shall be no liability thereunder for loss or damage arising from failure to evidence such estate or interest of record.

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 land 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.

NOTE. WHEN THE REQUIREMENTS HAVE BEEN SATISFIED, PLEASE ORDER THE POLICY ON THE ATTACHED FORM.

RECORDED RIGHT OF WAY NO. 361716

To (Supervisor, RI & R/W)	For RI & R/W Dept. Use	Date Received	DI/Br/RC P. No.
M. DONALD			
Division	Date	Application No.	
OAKLAND	1/31/85	DE 85-11T	

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).

Rec'd 3-22-85
1630 Fox
A-64476

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

Information

1. Project Name: VILLAGE PINES STEP II County: OAKLAND

City/Township/Village: BEVERLY HILLS Section No: 4

Type of Development:

Proposed Subdivision CLUSTER Apartment Complex Condominium

Subdivision Mobile Home Park Other

2. Name of Owner: ROBERTSON JAMIESON CORP. Phone No.:

Address: 2550 TELEGRAPH RD, BLOOMFIELD HILLS MI. 48013

Owner's Representative: JOHN ROGERS Phone No.: 645-6244

Date Service is Wanted: APRIL 3, 1985

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

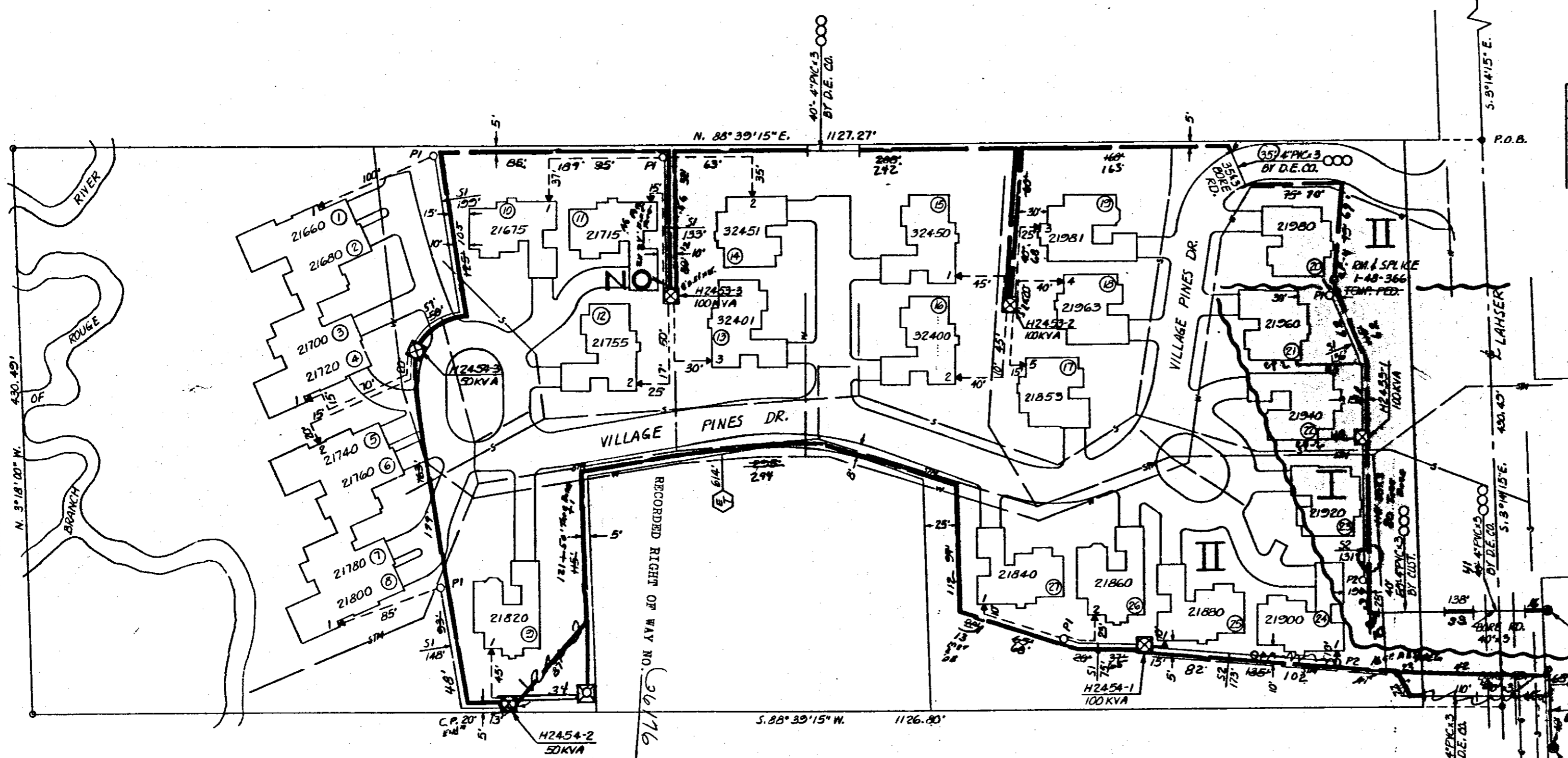
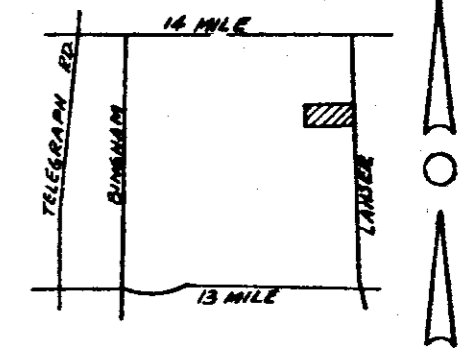
RECORDED RIGHT OF WAY NO. 36176

Note: Trenching letter attached will be submitted later

Service Planner: ED CLARK Signed (Service Planning Supervisor): [Signature]

Phone No: 645-4113 Address: _____

fg 12



TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. STK. NO.	STEP
H2453-1	100KVA	661-1158	STEP I
H2453-2	100KVA		STEP II
-3	100KVA		
H2454-1	100KVA		
-2	50KVA		
-3	100KVA		

TRANSFORMER SPEC. 1-17-263
 PEDESTAL SPEC.
 NO. OF PEDESTALS STEP I STEP II
 NO. OF TEMPORARY CABLE MARKERS
 TEMPORARY CABLE MARKER SPEC.
 SECONDARY CONNECTION BOX SPEC.

- CODE —**
- ⊙ TEMPORARY SECONDARY PEDESTAL/TEMPORARY CABLE MARKER
 - ⊠ DFT DEAD FRONT TYPE
 - ⊡ DFT NON-SWITCHING—LIVE FRONT TYPE
 - ⊣ DFT 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 VRY SERVICE CABLE
 - ⊖ DETROIT EDISON TRENCH ONLY
 - ⊗ TELEPHONE TRENCH ONLY
 - S— SEWER
 - W— WATER
 - G— GAS
 - P— PROPOSED CONDUIT
 - ⊠ SEP COIN CABINET

STEP II CABLE SUMMARY

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	100KVA	1	113.2	113.2
2	100KVA	1	148.00	148.00
3	50KVA	1	60.0	60.0
TOTAL				321.2

STEP II TRENCH SUMMARY

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	JOINT USE D.E.+TEL	239	2.62	627.18
2	D.E. ONLY	119	2.93	348.27
3	PHASE ONLY D.E.+TEL	625	6.14	3840.50
4	GAS ONLY	16	1.8	28.80
5	OTHERS			
TOTAL				4844.75

SITE SUPT. JOHN ROGERS PHONE NO. 645-6244

— GENERAL NOTES —

TRENCHING TO BE DONE BY D.E. CO.
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
 SEE SECTION 38 UG LINE CONSTRUCTION STANDARDS FOR TRANS. MAT. DETAILS.
 SEE PAGE 53-11 S.I.M. DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY).
 SEE SECTION 43 UG LINE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (BURIED ONLY).
 D.E. SERVICE PLANNER ED CLARK - 645-4113
 TEL. CO. BOB HYDE - 540-0201
 GAS CO. DENNY CARTER - 549-5000 EXT. 258
 OTHERS:

CONTACT "MISS DIG" (800-482-7174) BEFORE DOING ANY EXCAVATION.
 EASEMENTS INDICATED BY OUR CENTERLINE ARE IN WIDTH UNLESS OTHERWISE NOTED.

NOTE: AS INSTALLED
 W.O. # 367 B 4J585
 S.O. # 85A-64476
 START: 5-24-85
 FINISH: 5-29-85
 LABOR: UNION
 FOREMAN: F. Osborn
 TECH. & RECD.:
 SUPERVISOR:
 PERMIT NUMBER:
 SERVICE PLANNER:
 ENG. GROUP HARLAN-6-27-85

NOTE: AS INSTALLED
 W.O. # 367 B 4J585
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 START: 5-24-85
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 SUPERVISOR:
 PERMIT NUMBER:
 SERVICE PLANNER:
 ENG. GROUP HARLAN-6-27-85

PF-H2453
 CABLE IN S.W. QUAD.
 SPEC. F-20-22B
 RISE-100K*2
 PHASE-Z X
 NEUT.-26'

PF-H2454
 CABLE IN N.E. QUAD.
 DET. F-20-22B
 RISE-100K*2
 PHASE-Z X
 NEUT.-26'

RETURN TO
 J. D. McDONALD
 THE DETROIT EDISON COMPANY
 30400 TELEGRAPH ROAD, 264 C.D. 101
 BIRMINGHAM, MICHIGAN 48010

D	REVISION	C	REVISION	B	REVISION	A	REVISION	REFERENCE	NAME	DATE	JOB TITLE
						ADDED STEP II D.O.# 85A-64476 W.O.# 367B-4J585 UNITS-23 START DATE-5-22-85	URD SFD-126		D. STORK	12-3-84	
									E. CLARK	12-12-84	
									J. BAUM	3-20-85	
									J. BAUM	4-18-85	
									J. BAUM	4-19-85	

VILLAGE PINES CONDO'S.
 N.E. 1/4 SEC. 4

THE DETROIT EDISON COMPANY
 SERVICE PLANNING

SCALE 1"=50'	NUMBER OF UNITS 5	WORK ORDER NUMBER 367B4J493
LATEST REVISION A	DISTRIBUTION CIRCUIT 1630 FOX ~ 4.8KV	
DEPT. ORDER NUMBER 84A-64365	SHEET 1 OF 1 SHEETS	

OAKLAND CO. ROAD COMMISSION COUNTY NOTIFICATION ONLY YES
 CITY OF _____
 STATE YES NO

36176

~~36175~~