

2-8
14 ①#

8619373

Detroit Edison

Right of Way Agreement

NOVEMBER 4, 19 85

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 and the 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 and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the Township of Commerce, 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 shall be shown on a drawing to be recorded within 90 days after construction.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES' equipment.
2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.
3. If the lines or facilities of UTILITIES are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.
4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

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

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

Witnesses:

Grantors:

Dottie K. Munoz
Dottie K. Munoz

Sandi K. Marsalla
Sandi Marsalla

Catherine Jones
Catherine Jones

[Signature]
[Signature]

85 DEC 5 13:13

OAKLAND COUNTY REGISTERED

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

Address: 8349 East Snyder Road
Tucson, Arizona 85715

"as installed" RETURN TO
This easement is re-recorded for J. D. McDONALD
purposes of showing the planned THE DETROIT EDISON COMPANY
"as installed" centerlines of 30400 TELEGRAPH ROAD, 264 OAKDH
easements granted as shown on BIRMINGHAM, MICHIGAN 48010
drawing attached hereto.

RECORDED RIGHT OF WAY NO. 36761

Handwritten signatures and initials at the bottom right of the page.

STATE OF ARIZONA)
) SS:
COUNTY OF Pima)

Personally came before me this 24th day of November 1985, the above named Catherine Jones, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

x Sandra J Rose
SANDRA J ROSE
Notary Public, Pima County, Arizona

My Commission Expires: 12-24-87

WITNESSES:

West Oakland Land Co.
A Michigan Co-Partnership
22139 Cascade
Novi, MI 48050

Sharon Hills
Sharon Hills

Craig Hills
Craig Hills, Partner

Dennis Mohr
Dennis Mohr

Keith Mohr
Keith Mohr, Partner

RECORDED RIGHT OF WAY NO
36961

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

On this 19th day of November 1985, before me, a notary public in and for said county, personally appeared Craig Hills and Keith Mohr, partners doing business as West Oakland Land Co., a Michigan Co-Partnership, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such Co-Partnership and the free act and deed of said Co-Partnership, by its authority.

Gene Campbell
Notary Public, _____ County, Michigan
ACTING IN OAKLAND COUNTY

GENE CAMPBELL
Notary Public, Wayne County, Michigan
My Commission Expires January 24, 1988

My Commission expires: January 24, 1988

APPENDIX "A"

Part of the East 1/2 of Section 14, T2N, R8E, Commerce Township, Oakland County, Michigan, described as beginning at the east 1/4 corner of said section 14, thence N 87°38'08" W along the east and west 1/4 line of said section and centerline of Richardson Road, 1371.73 ft. thence S 01°18'32" W 1313.60 ft. thence S 87°07'30" E 658.41 ft., thence S 02°32'16" W 285.07 ft. thence N 87°04'40" E 689.33 ft., thence N 02°29'48" E 1541.44 ft. to the point of beginning.

DH

17-14-400-004 SE/4

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

N/K/A Emerald Pines Condo.
DCC# 448 17-14-426-000

**Detroit
Edison**

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

Phone 645-4388

October 9, 1985

Mr. Keith Mohr
5645 Shore Dr.
Orchard Lake, MI 48033

Gentlemen:

Re: Emerald Pines Condo


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. Attn: Omer V. Racine, Room 264.

Sincerely,


Omer V. Racine, Representative
Real Estate, Rights of Way & Claims

OVR/kw
Enclosures

36761

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

TO CARL THOMAS

DATE 11-19-85

TIME

RECORDED RIGHTS OF WAY NO.

Re: Underground Service - EMERALD PINES CONDO

Agreement and Easements obtained - OK to proceed with construction.

COPIES TO

SIGNED

Omer V. Racine

Omer V. Racine, Representative
Real Estate, Rights of Way & Claim
264 Oakland Division Headquarters

REPORT

DATE RETURNED

TIME

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

TO Records Center

DATE 2-12-87

TIME

RECORDED RIGHTS OF WAY NO.

Please set up R/W file for: Emerald Pines Condo

Being a part of East 1/2 of Section 14, Commercial Trng
Oakland County, Michigan

COPIES TO

SIGNED

Omer V. Racine

Omer V. Racine
264 Oakland Div. Hqters.

REPORT

DATE RETURNED

TIME

SIGNED

51764

To (Supervisor RE & R/W) JAMES McDONALD	For RE & R/W Dept Use	Date Received 10-4-85	DE/Bell/C.P. No. OE 85-30 J
Division OAKLAND	Date	Application No	

We have included the following necessary material and information

Material:

- A. Proposed Subdivision
 - 1 copy of complete final proposed plat - All pages
- or
- B Other than proposed subdivision (condo) apts mobile home park -- other)
 - 1 Property description
 - 2. Site plan.
 - 3. title information (deed, title commitment, contract with title commitment, or title search)

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

Information

1 Project Name "EMERALD PINES" CONDOS STEP I, II & III	County OAKLAND
Township COMMERCE	Section No

Type of Development

<input type="checkbox"/> Proposed Subdivision	<input type="checkbox"/> Apartment Complex	<input checked="" type="checkbox"/> Condominium
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Mobile Home Park	<input type="checkbox"/> Other

2. Name of Owner MR. KEITH MOHR - GENERAL PARTNER	Phone No. 356-8330
---	------------------------------

Address 5645 SHORE DR. ORCHARD LK., MI. 48033	Phone No.
---	-----------

Owner's Representative KEITH MOHR	Phone No. 356-8330
---	------------------------------

Date Service is Wanted
11/10/85

4 Entire Project will be developed at one time **1/3** Yes No

5. Joint easements required -- Michigan Bell Telephone Yes No
 -- Consumers Power **N/A** Yes No

a Name of Other Utility (If Not Michigan Bell Telephone or Consumers Power)
GREATER MEDIA CABLEVISION, INC. ~~BELLMONT~~ WALLED LK MI 48088

b Other Utility Engineer Names VANE MAC McCORMICK	Phone Numbers 669-2288
---	----------------------------------

Addresses
3166 MARTIN RD. WALLED LK, MI. 48088

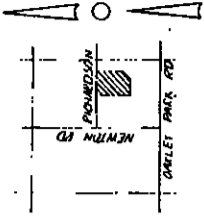
6 Additional Information or Comments

Note: Trenching letter attached will be submitted later

Service Planning Carl Thomas	Signed (Service Planning Supervisor)
Phone No. 645-4132	Address

RECORDED RIGHT OF WAY NO. 36761

LOCATION SKETCH
MAP SEC NOS



TRANSFORMER SPEC: 1-12-261
 PEDESTAL SPEC: /
 NO OF PEDESTALS: /
 NO OF TEMPORARY CABLE NUMBERS: 27, 26
 TEMPORARY CABLE NUMBER SPEC: /
 SECONDARY CONNECTION BOX SPEC: /

TRANSFORMER DATA

UNIT NO	SIZE	ED SIK. NO
1	1500	1
2	1500	2
3	1500	3
4	1500	4
5	1500	5

- CODE —**
- ① TEMPORARY SECONDARY PEDESTAL/TEMPORARY CABLE MARKER
 - ② DFT DEAD FRONT TYPE
 - ③ LOT NON-SWITCHING—LIVE FRONT TYPE
 - ④ LOT SWITCHING—LIVE FRONT TYPE
 - ⑤ DIRECTION OF TRANSFORMER DOOR OPENING
 - ⑥ SECONDARY PEDESTAL
 - ⑦ SECONDARY CONNECTION BOX
 - ⑧ CABLE POLE
 - ⑨ PULLARY SWITCH CABINET
 - ⑩ BARRIED PRIMARY CABLE—ALL VOLTAGES
 - ⑪ BARRIED SECONDARY CABLE
 - ⑫ BARRIED SECONDARY SERVICE CABLE
 - ⑬ DETROIT EDITION TRENCH ONLY
 - ⑭ TELEPHONE TRENCH ONLY
 - ⑮ SEWER
 - ⑯ WATER
 - ⑰ GAS
 - ⑱ PROPOSED CONDUIT
 - ⑳ SFP CONN CABINET

CABLE SUMMARY

ITEM: 1. 1500 VOLTAGE
 TYPE: APPROX 1.140 80V
 SPEC: APPROX 1.140 80V

TRENCH SUMMARY

JOINT USE: 27-26-1, 26-1
 D1 ONLY: 27
 TELEPHONE: 27
 SEWER: 27
 WATER: 27
 GAS: 27
 TOTAL: 27-26-1, 26-1

GENERAL NOTES

TRENCHING TO BE DONE BY: [Name]
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE
 SEE SECTION 30 USE CONSTRUCTION STANDARDS FOR TRENCH MAT DETAILS
 SEE SECTION 30-11 8114 DETAIL — FOR ENHANCEMENT DETAILS (APPL ONLY)
 SEE SECTION 40 USE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES
 TRANSFORMERS AND PEDESTALS SHALL BE ONLY
 D.E. SERVICE PLUMBING: 313-455-1122
 TEL. CO.: 313-455-1122
 GAS CO.: 313-455-1122
 OTHER: 313-455-1122

PERMITS REQUIRED

CITY OF: [Name]
 STATE: [Name]
 COUNTY NOTIFICATION ONLY: [Name]

ATTACHMENT "A"

TYPICAL SITE LAYOUT

1" = 50'

START DATE: 5-30-86

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

EMERALD PINES - CONDOS.

SE 1/4 SEC. 14

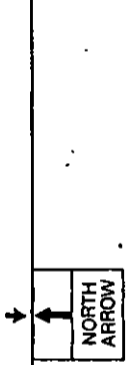
COMMERCIAL TRP

THE DETROIT EDITION COMPANY

SCALE: 1" = 100'

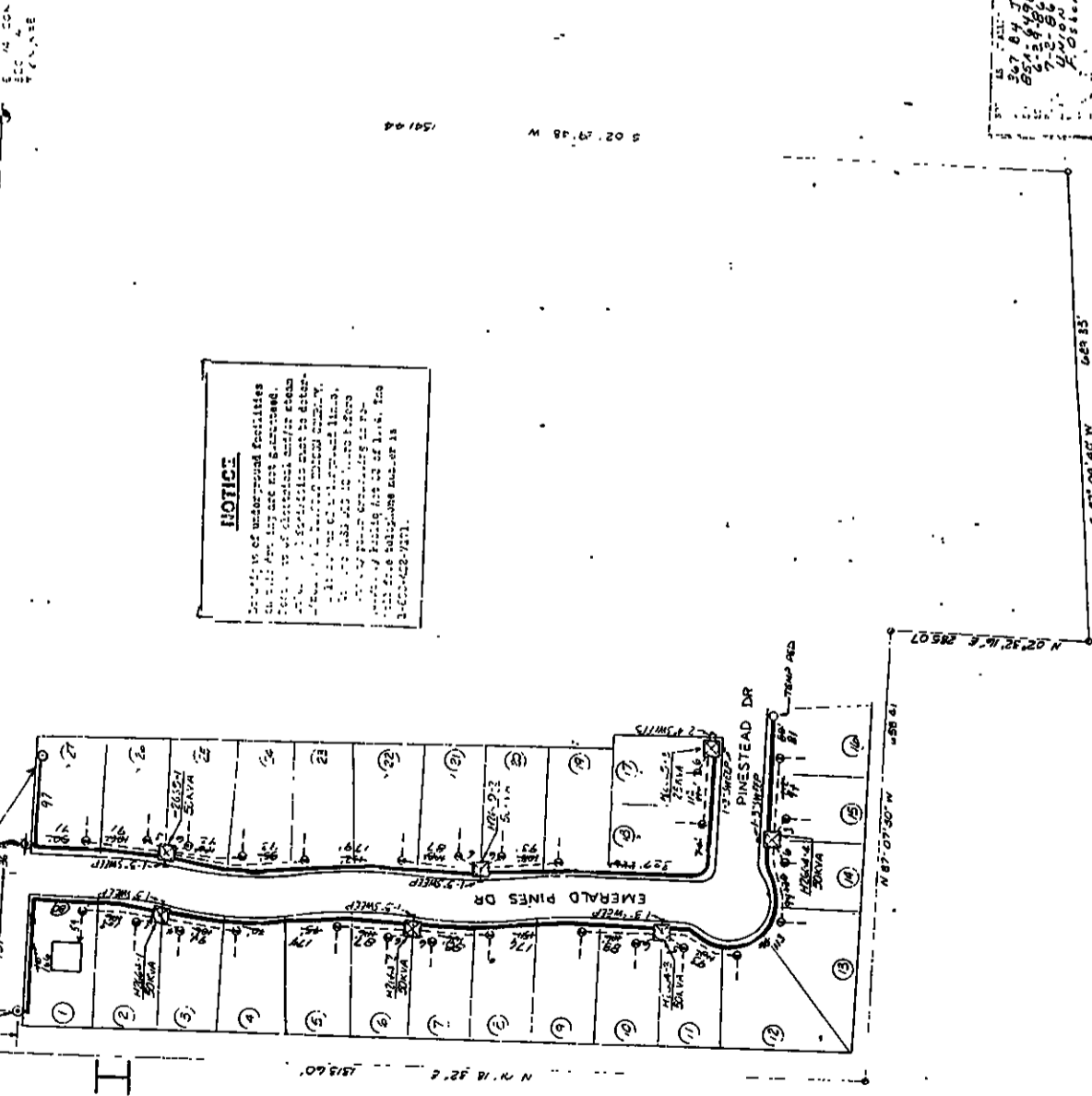
DATE: 5/27/86

PROJECT NO: 859-64981



RICHARDSON ROAD

5 27 22 02 E



NOTICE

As a result of underground facilities located on this site and not shown on the plan, the contractor must be advised that the location of these facilities must be determined by the contractor before any excavation is started. The contractor is responsible for the location of these facilities and for the safety of the workers and the public. The contractor is also responsible for the safety of the workers and the public. The contractor is also responsible for the safety of the workers and the public.

START DATE: 5-30-86

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

INCLUDE ALL LOTS IN JOB.

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]


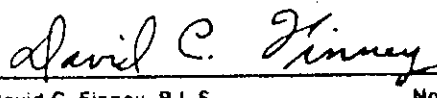
DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

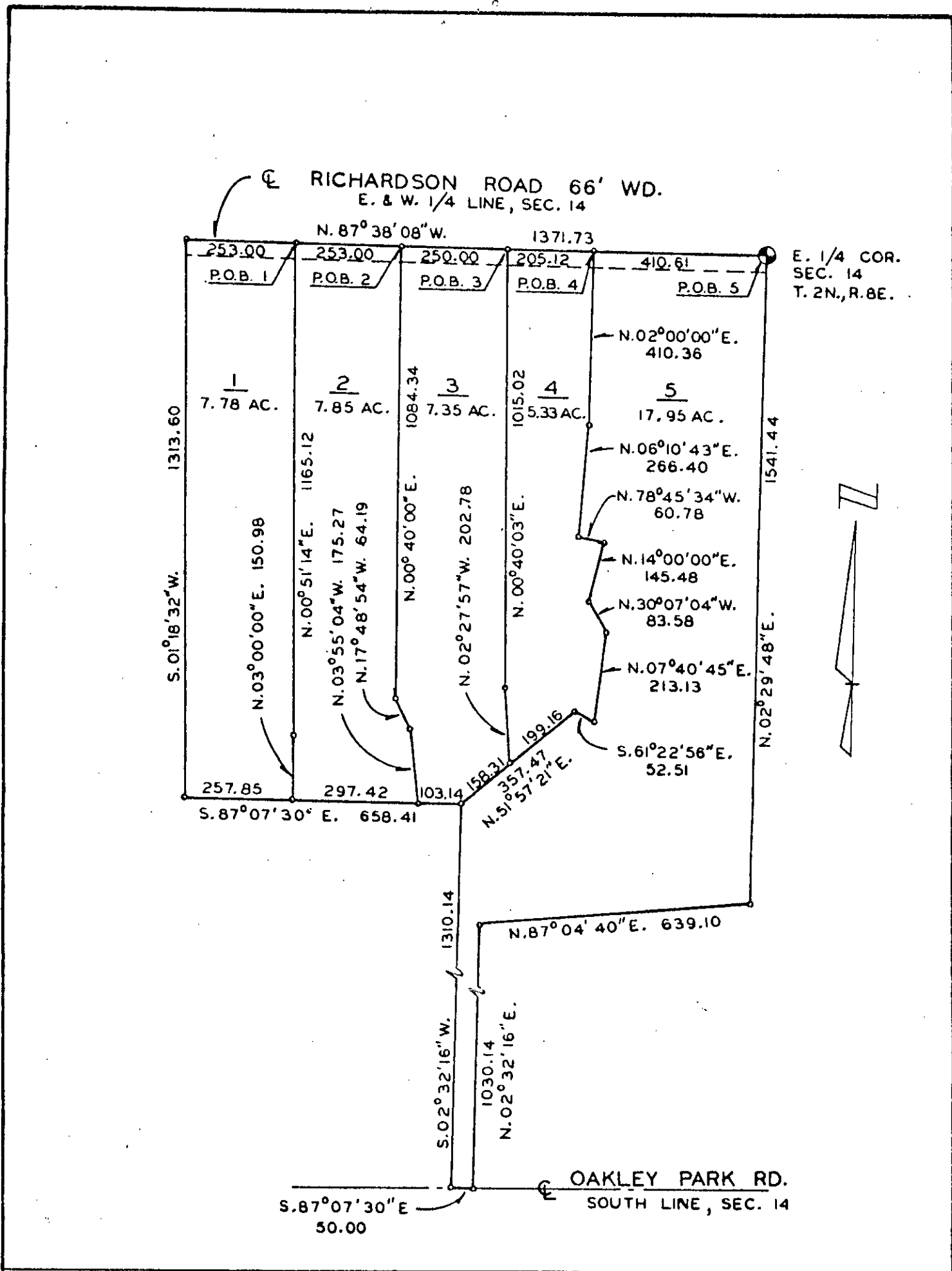
Parcel No. 4 Part of the S.E. 1/4 of Section 14, T.2N., R.8E., Commerce Township, Oakland County, Michigan, described as commencing at the East 1/4 corner of said Section 14; thence N 87°38'08"W along the East and West 1/4 line of said Section 14 and centerline of Richardson Road, 410.61 ft. to the point of beginning; thence continuing N 87°38'08"W along said line, 205.12 ft.; thence S 00°40'03"W 1015.02 ft.; thence S 02°27'57"E 202.78 ft.; thence N 51°57'21"E 199.16 ft.; thence S 61°22'56"E 52.51 ft.; thence N 07°40'45"E 213.13 ft.; thence N 30°07'04"W 83.58 ft.; thence N 14°00'00"E 145.48 ft.; thence N 78°45'34"W 60.78 ft.; thence N 06°10'43"E 266.40 ft.; thence N 02°00'00"E 410.36 ft. to the point of beginning, containing 5.33 acres, subject to the rights of the public in Richardson Road and subject also to any easements of record.

Parcel No. 5 Part of the S.E. 1/4 of Section 14, T.2N., R.8E., Commerce Township, Oakland County, Michigan, described as beginning at the East 1/4 corner of said Section 14; thence N 87°38'08"W along the East and West 1/4 line of said Section 14 and the centerline of Richardson Road, 410.61 ft.; thence S 02°00'00"W 410.36 ft.; thence S 06°10'43"W 266.40 ft.; thence S 78°45'34"E 60.78 ft. thence S 14°00'00"W 145.48 ft.; thence S 30°07'04"E 83.58 ft.; thence S 07°40'45"W 213.13 ft.; thence N 61°22'56"W 52.51 ft.; thence S 51°57'21"W 357.47 ft.; thence S 02°32'16"W 1310.14 ft. to the south line of said Section 14 and centerline of Oakley Park Road; thence S 87°07'30"E along said line, 50.00 ft.; thence N 02°32'16"E 1030.14 ft.; thence N 87°04'40"E 639.10 ft.; thence N 02°29'48"E 1541.44 ft. to the point of beginning, containing 17.95 acres, subject to the rights of the public in Richardson Road and subject also to any easements of record.

Total parcel description Part of the East 1/2 of Section 14, T.2N., R.8E., Commerce Township, Oakland County, Michigan, described as beginning at the East 1/4 corner of said Section 14; thence N 87°38'08"W along the East and West 1/4 line of said Section 14 and centerline of Richardson Road, 1371.73 ft.; thence S 01°18'32"W 1313.60 ft.; thence S 87°07'30"E 658.41 ft.; thence S 02°32'16"W 1310.14 ft. to the south line of said Section 14 and centerline of Oakley Park Road; thence S 87°07'30"E along said line, 50.00 ft.; thence N 02°32'16"E 1030.14 ft.; thence N 87°04'40"E 639.10 ft.; thence N 02°29'48"E 1541.44 ft. to the point of beginning, containing 46.26 acres.

LEGEND	O = Iron Set	• = Iron Found	R = Recorded	M = Measured	
BOUNDARY SURVEY FOR: Keith Mohr			LOCATION: Commerce Township		
	Scale:	Date: 9-9-85	By: scf	Job No: 85-5130	Sheet 3 of 3
	I hereby certify that this survey was prepared by me, or under my direct supervision, that the error of closure is 1 in _____ and that all of the requirements of P.A. 132, 1970 have been complied with.				
				 David C. Finney, R.L.S. No. 15536	
FINNEY & ASSOCIATES, INC.			(313) 227-9396	(313) 477-7786	
REGISTERED CIVIL ENGINEERS & LAND SURVEYORS P.O. Box 213, Walled Lake, Michigan 48088					

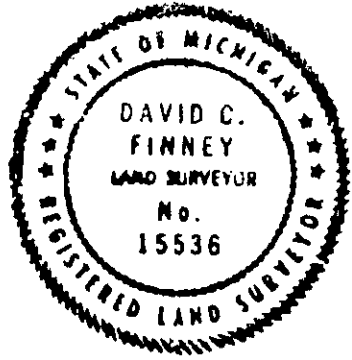
RECORDED RIGHT OF WAY NO. 36761



LEGEND	O = Iron Set	• = Iron Found	R = Recorded	M = Measured
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BOUNDARY SURVEY FOR: **Keith Mohr** LOCATION: **Commerce Township**

Scale: 1" = 300' Date: 9/9/85 By: SCF Job No: 85-5130 Sheet 1 of 3



I hereby certify that this survey was prepared by me, or under my direct supervision, that the error of closure is 1 in _____ and that all of the requirements of P.A. 132, 1970 have been complied with.

David C. Finney
David C. Finney, R.L.S. No. 15536

FINNEY & ASSOCIATES, INC. (313) 227-9396 (313) 477-7786
REGISTERED CIVIL ENGINEERS & LAND SURVEYORS
P.O. Box 213, Walled Lake, Michigan 48088


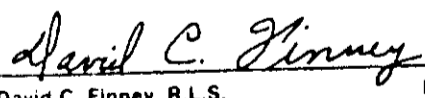
RECORDED RIGHT OF WAY NO. 36761

LEGAL DESCRIPTIONS

Parcel No. 1 Part of the S.E. 1/4 of Section 14, T.2N., R.8E., Commerce Township, Oakland County, Michigan, described as commencing at the East 1/4 corner of said Section 14; thence N. 87°38'08" W., along the East and West 1/4 line of said Section 14 and centerline of Richardson Road, 1118.73 ft. to the point of beginning; thence continuing N. 87°38'08" W., along said line, 253.00 ft.; thence S. 01°18'32" W., 1313.60 ft.; thence S. 87°07'30" E., 257.85 ft.; thence N. 03°00'00" E., 150.98 ft.; thence N. 00°51'14" E., 1165.12 ft. to the point of beginning, containing 7.78 acres, subject to the rights of the public in Richardson Road, subject also to any other easements of record.

Parcel No. 2 Part of the S.E. 1/4 of Section 14, T.2N., R.8E., Commerce Township, Oakland County, Michigan, described as commencing at the East 1/4 corner of said Section 14; thence N. 87°38'08" W., along the East and West 1/4 line of said Section 14 and centerline of Richardson Road, 865.73 ft. to the point of beginning; thence continuing N. 87°38'08" W., along said line, 253.00 ft.; thence S. 00°51'14" W., 1165.12 ft.; thence S. 03°00'00" W., 150.98 ft.; thence S. 87°07'30" E., 297.42 ft.; thence N. 03°55'04" W., 175.27 ft.; thence N. 17°48'54" W., 64.19 ft.; thence N. 00°40'00" E., 1084.34 ft. to the point of beginning, containing 7.85 acres, subject to the rights of the public in Richardson Road, subject also to any easements of record.

Parcel No. 3 Part of the S.E. 1/4 of Section 14, T.2N., R.8E., Commerce Township, Oakland County, Michigan, described as commencing at the East 1/4 corner of said Section 14; thence N.87°38'08" W., along the East and West 1/4 line of said Section 14 and centerline of Richardson Road, 615.73 ft. to the point of beginning; thence continuing N. 87°38'08" W., along said line, 250.00 ft.; thence S. 00°40'00" W., 1084.34 ft.; thence S. 17°48'54" E., 64.19 ft.; thence S. 03°55'04" E., 175.27 ft.; thence S. 87°07'30" E., 103.14 ft.; thence N. 51°57'21" E., 158.31 ft.; thence N. 02°27'57" W., 202.78 ft.; thence N. 00°40'03" E., 1015.02 ft. to the point of beginning, containing 7.35 acres, subject to the rights of the public in Richardson Road, subject also to any other easements of record.

LEGEND	O - Iron Set	• - Iron Found	R - Recorded	M - Measured	
BOUNDARY SURVEY FOR: Keith Mohr			LOCATION Commerce Township		
Scale: 1"=300'		Date: 9/9/85	By: SCF	Job No: 85-5130	Sheet 2 of 3
	I hereby certify that this survey was prepared by me, or under my direct supervision, that the error of closure is 1 in _____ and that all of the requirements of P.A. 132, 1970 have been complied with				
	 David C. Finney, R.L.S. No. 15536				
	FINNEY & ASSOCIATES, INC. (313) 227-9396 (313) 477-7786 REGISTERED CIVIL ENGINEERS & LAND SURVEYORS P.O. Box 213, Walled Lake, Michigan 48088				

RECORDED RIGHT OF WAY NO. 36761

Parties

This Contract, made this Twentieth day of September, 1985, between Catherine Jones

hereinafter referred to as "Seller", whose address is 8349 East Snyder Road, Tucson, Arizona 85715

and West Oakland Land Company, a Michigan Co-Partnership

hereinafter referred to as "Purchaser", whose address is 22139 Cascade, Novi, Michigan 48050

Witnesseth:

Description of Land

1. Seller Agrees:

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

See Exhibit "A" attached hereto and made a part hereof,

Terms of Payment

hereinafter referred to as "the land", together with all tenements, hereditaments, improvements, and appurtenances,

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

(b) That the full consideration for the sale of the land to Purchaser is: One Hundred Sixty Five Thousand (\$ 165,000.00) dollars, of which the sum of Twenty Three Thousand

(\$ 23,000.00) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of One Hundred Forty Two Thousand

(\$ 142,000.00) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of eleven per cent per annum while Purchaser is not in default, and at the rate of eleven per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money shall be paid by the Purchaser paying for the release of certain sub-parcels as described in Exhibit "C" attached hereto and made a part hereof, the "Escrow Agreement". Accrued interest shall be paid annually due every September 20th.

The purchase money and interest shall, however, be fully paid within Six years from the date hereof, anything herein to the contrary notwithstanding.

Seller's Duty to Convey

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

Furnishing Evidence of Title

(d) To deliver to Purchaser as evidence of title a commitment for title insurance followed by a policy pursuant thereto insuring Purchaser. The effective date of the policy is to be approximately the date of this contract.

Purchaser's Duties

2. Purchaser Agrees:

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

Maintenance of Premises

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

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

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

To Pay Taxes and Keep Premises Insured

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

RECORDED RIGHT OF WAY NO. 36761

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

Insert amount in advance of monthly installment method of payment is to be adopted

(f) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of NOT APPLICABLE

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

Acceptance of Title and premises

(g) That he has examined a title insurance commitment/commitment dated Septmeber 9th, 1985

covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment or an owner's title policy issued pursuant to such commitment, or an abstract, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

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

Mortgage by Seller

~~See Exhibit B attached hereto and made a part hereof.~~

~~That Seller shall execute and deliver to Purchaser a mortgage in favor of Purchaser on the land described in this contract, to secure the performance of the obligations of Purchaser hereunder. The mortgage shall be in full force and effect from the date hereof until the principal and interest thereon shall have been paid in full. The mortgage shall be subject to the provisions of Paragraph 2 (b) hereof. The mortgage shall be recorded in the public records of the county in which the land is situated. The mortgage shall be a first lien on the land in favor of Purchaser. The mortgage shall be subject to the provisions of Paragraph 2 (b) hereof. The mortgage shall be a first lien on the land in favor of Purchaser. The mortgage shall be subject to the provisions of Paragraph 2 (b) hereof.~~

Incumbrances on Seller's Title

(b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at 11 % per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Thereafter Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

Non-payment of Taxes or Insurance

(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at 11 % per annum. This provision shall be effective only if Paragraph 2 (e) applies.

Disposition of Insurance Proceeds

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

Assignment by Purchaser

(e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt or acceptance thereon.

Possession

(f) That Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. ~~That Seller shall execute and deliver to Purchaser a mortgage in favor of Purchaser on the land described in this contract, to secure the performance of the obligations of Purchaser hereunder. The mortgage shall be in full force and effect from the date hereof until the principal and interest thereon shall have been paid in full. The mortgage shall be subject to the provisions of Paragraph 2 (b) hereof. The mortgage shall be recorded in the public records of the county in which the land is situated. The mortgage shall be a first lien on the land in favor of Purchaser. The mortgage shall be subject to the provisions of Paragraph 2 (b) hereof.~~

Right to Forfeit

(g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.

Acceleration Clause

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

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

Notice to Purchaser

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

Additional Clauses

(k) See Exhibit "B" attached hereto and made a part hereof.

RECORDED RIGHT OF WAY NO. 36761

Dower Rights

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

Capacity of Parties

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

Interpretation of Contract

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

Signatures

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

IN PRESENCE OF:

Sandi K. Marsalle
SANDI K. MARSALLA

Donna K. Prough
DONNA K. PROUGH

James L. Hurbett
JAMES L. HURBETT

Joanna M. Prough
JOANNA M. PROUGH

Catherine Jones (L.S.)
Catherine Jones, Seller

(L.S.)
Purchaser; West Oakland Land Co.,
a Michigan Co-Partnership

By: Craig Hill (L.S.)
Craig Hill, Partner

By: Keith Mohr (L.S.)
Keith Mohr, Partner

Individual Acknowledgment

STATE OF MICHIGAN
COUNTY OF PIMA

The foregoing instrument was acknowledged before me this 17th day of SEPT 19 85 by CATHERINE JONES

My commission expires _____

Sandi K. Marsalle
Notary Public Pima County, ~~Michigan~~ ^{TUCSON}

Corporate Acknowledgment

STATE OF MICHIGAN
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____ 19 _____

(1) by _____
(2) _____
(3) of _____
(4) a _____ Corporation on behalf of the said corporation.

My commission expires _____

Notary Public _____ County, Michigan

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

Notary Public _____ County, Michigan

Instrument Drafted by: _____ Business Address: _____

RECORDED RIGHT OF WAY NO. 36761