

86193383

Detroit Edison

Right of Way Agreement

3-9/19

March 6, 19 86

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 Waterford, 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, licensees and assigns of the parties hereto.

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

Witnesses:

Grantors:

J.F.K. Company, a Michigan Limited Partnership

Linda I. Kozierowski

Betty E. Raupp

Joseph F. Kosik, General Partner

Elaine M. Kosik, General Partner

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

Address: 5350 Brewster Road
Rochester, MI 48063

RECORDED
OAKLAND COUNTY REGISTER
MAR 9 13:11

"as installed"
This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto.

Deco2

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

STATE OF MICHIGAN)
) SS.
 COUNTY OF OAKLAND)

Personally came before me this 6TH day of March, 1986.

JOSEPH F. KOSIK, General Partner, and ELAINE M. KOSIK, General Partner of the above named limited partnership to me known to be the persons who executed the foregoing instrument and to me known to be such General Partners and acknowledged that they executed the foregoing instrument as such General Partners, as the free act and deed of J.F.K. Company, A Michigan Limited Partnership.

Linda I. Kozierowski
 LINDA I. KOZIEROWSKI
 Notary Public, Oakland County, Michigan

My Commission Expires: Feb. 14, 1987

APPENDIX "A"

Part of the Northeast 1/4 of Section 19, T.3N.,R.9E., Waterford Township, Oakland County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 19; thence S. 00° 00' 44" E., along the North-South 1/4 line of said Section, 1570.23 ft.; thence S. 61° 32' 56" E. 400.03 ft. to the point of beginning; thence continuing S. 61° 32' 56" E. 447.80 ft. to the West line of North Oakland Boulevard (86 ft. wide right-of-way): thence along a curve to the right, radius of 340.52 ft., through a central angle of 24° 09' 13" arc distance of 143.55 ft., chord bearing S. 16° 21' 53" W. 142.49 ft.; thence S. 28° 26' 30" W., along said right-of-way line, 300.00 ft. to the centerline of Pontiac Lake Road (66 ft. wide right-of-way); thence N. 61° 33' 15" W. along said centerline, 239.08 ft.; thence N. 00° 03' 16" W. 499.96 ft. to the point of beginning, containing 3.583 acres, subject to the rights of the public or any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes, also subject to easements and restrictions of record, if any. (3.23 net acres, 60' road excluded).

Sidwell #13-19-200-010) -005
 -006
 -007
 -039

RECORDED RIGHT OF WAY NO. 36817

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

**Detroit
Edison**

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

Phone 645-4388

February 27, 1986

K&H Building Co., Inc.
Mr. Joseph Kosik, Jr.
2310 Grange Hall Road
Fenton, MI 48430

Gentlemen:

Re: Town Center Apts., Phase I

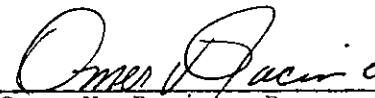
Enclosed is the original and one copy of the Right of Way Agreement for the above described project. Please have the original executed and returned to us. The copy should be retained by you for your records.

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

RECORDED RIGHT OF WAY NO.

36817

QUIT CLAIM DEED - CORPORATION

KNOW ALL MEN, BY THESE PRESENTS: That White Oaks Golf Estates, a Michigan Co-Partnership, consisting of JAMES G. HANKS, NORTH OAKLAND DEVELOPMENT CORPORATION, A MICHIGAN CORPORATION, JOSEPH F. KOSIK; and LEON BLACHURA, Individually, DEAN PAULOSKI, Individually, JOSEPH F. KOSIK, Individually, and JAMES G. HANKS, Individually,

whose address is: 4175 Highland Road, Pontiac, Michigan 48054

Quit Claim to: Joseph F. Kosik and James G. Hanks

whose address is: 4175 Highland Road, Pontiac, Michigan, 48054.

the following described premises situated in the Township of Waterford, County of Oakland and State of Michigan, to wit:

Part of the West half of Section 19, town 3 north, range 9 east, Waterford Township, Oakland County, Michigan, more particularly described as follows: Beginning at a point on the west line of Section 19 south 0 degrees 23 minutes 00 seconds West 267.30 feet from the northwest corner of Section 19 and running thence south 0 degrees 23 minutes 00 seconds west 541.70 feet; thence south 55 degrees 34 minutes 40 seconds east 329.75 feet; thence south 69 degrees 37 minutes 20 seconds east 79.50 feet; thence south 2 degrees 17 minutes 00 seconds east 754.00 feet; thence south 89 degrees 37 minutes 00 seconds east 276.50 feet; thence south 0 degrees 23 minutes 00 seconds west 726.00 feet; thence north 89 degrees 37 minutes 00 seconds west 660.00 feet; thence south 0 degrees 23 minutes 00 seconds west 174.10 feet; thence south 0 degrees 02 minutes 00 seconds west 859.60 feet; thence south 88 degrees 12 minutes 00 seconds east 899.50 feet; thence north 63 degrees 02 minutes 00 seconds east 475.86 feet; thence north 0 degrees 43 minutes 00 seconds west 264.00 feet; thence south 88 degrees 12 minutes 00 seconds east 237.50 feet; thence north 1409.43 feet to the centerline of Pontiac Lake Road, so called, and running along said centerline; thence north 60 degrees 30 minutes 00 seconds west 823.00 feet; thence north 53 degrees 20 minutes 00 seconds west 262.00 feet; thence north 33 degrees 30 minutes 00 seconds west 236.00 feet; thence north 36 degrees 28 minutes 00 seconds west 813.51 feet to the point of beginning.

EXCEPTING:

Proposed plat of "White Oaks Golf Estates No. 1", a subdivision of part of the West 1/2 of Section 19, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan and comprising lots 1 to 19 both inclusive. Beginning at a point located South 02 degrees 34 minutes 25 seconds West 267.12 feet along the West section line from the Northwest corner of said Section 19; thence South 02 degrees 34 minutes 25 seconds West 514.70 feet; thence South 53 degrees 23 minutes 15 seconds East 329.75 feet; thence South 67 degrees 22 minutes 55 seconds East 79.50 feet; thence South 00 degrees 26 minutes 16 seconds West 218.00 feet; thence North 78 degrees 35 minutes 15 seconds East 227.33 feet; thence South 51 degrees 09 minutes 43 seconds East 225.00 feet; thence South 29 degrees 41 minutes 25 seconds West 58.00 feet; thence South 03 degrees 31 minutes 25 seconds West 46.00 feet; thence South 15 degrees 46 minutes 58 seconds East 86.11 feet; thence South 57 degrees 33 minutes 11 seconds East 908.00 feet; thence

RECORDED EIGHT OF WAY NO. 36817

North 02 degrees 19 minutes 30 seconds East along the West line of McCallum Subdivision (Liber 73 of Plats, Page 15, Oakland County Records) 242.79 feet; thence North 57 degrees 33 minutes 11 seconds West 822.47 feet; thence North 51 degrees 09 minutes 43 seconds West 261.88 feet; thence North 32 degrees 49 minutes 27 seconds West 235.09 feet; thence North 33 degrees 52 minutes 24 seconds West 814.37 feet to the point of beginning.

FOR THE FULL CONSIDERATION of One Dollar (\$1.00).

DATED THIS 23rd DAY OF August, 1979, A.D.

WITNESSES:

SIGNED AND SEALED:

WHITE OAKS GOLF ESTATES, A MICHIGAN CO-PARTNERSHIP,

BY: Leon Blachura
LEON BLACHURA, PRESIDENT, NORTH OAKLAND DEVELOPMENT CORPORATION Partner

BY: Dean Pauloski
DEAN PAULOSKI, SECRETARY, NORTH OAKLAND DEVELOPMENT CORPORATION

Pat Cocking
Pat Cocking

Karen Montreuil
Karen Montreuil

Pat Cocking
Pat Cocking

Karen Montreuil
Karen Montreuil

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Karen Montreuil

Pat Cocking
Pat Cocking

Karen Montreuil
Karen Montreuil

Joseph F. Kosik
JOSEPH F. KOSIK, Partner

James G. Hanks
JAMES G. HANKS, Partner

Leon Blachura
LEON BLACHURA, INDIVIDUALLY, a married man

Dean Pauloski
DEAN PAULOSKI, INDIVIDUALLY, a married man

Joseph F. Kosik
JOSEPH F. KOSIK, INDIVIDUALLY, a married man

James G. Hanks
JAMES G. HANKS, INDIVIDUALLY, a married man

RECORDED RIGHT OF MAY NO.

36817

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of August, 1979, A.D., by Leon Blachura, President, and Dean Pauloski, Secretary of North Oakland Development Corporation, a Michigan Corporation, Joseph F. Kosik and James G. Hanks, being all the partners of White Oaks Golf Estates, a Michigan Co-Partnership.

Karen L. Montreuil
Notary Public, Oakland County, Mi.
Comm. Expires 12-15-82
Karen L. Montreuil

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of

August _____, 1979, A.D., by James G. Hanks; Individually;
Joseph F. Kosik, Individually; Leon Blachura, Individually; and Dean
Pauloski, Individually.

Karen L. Montreuil
Notary Public, Oakland County, Mi.
Comm. Expires 12-15-82
Karen L. Montreuil

Instrument drafted by:
Joseph F. Kosik
Attorney at Law
4175 Highland Road
Pontiac, Michigan 48054
313-681-7566

Recording fee 7.00

State Transfer Tax —

When recorded: return to Joseph F. Kosik
4175 Highland Road
Pontiac, Michigan 48054

RECORDED RIGHT OF WAY NO. 36817

This Contract, made this 28th day of November, 1984

Parties

between North Oakland Development Corporation, a Michigan Corporation
hereinafter referred to as "Seller", whose address is 4195 Highland Road, Pontiac, Michigan 48054

and J.F.K. Company, a Limited Partnership, Joseph F. Kosik and Elaine M. Kosik, his wife,

hereinafter referred to as "Purchaser", whose address is 4175 Highland Road, Pontiac, Michigan 48054

Witnesseth:

1. Seller Agrees:

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

Description of Land

AN UNDIVIDED ONE-HALF (1/2) INTEREST (description attached)

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

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

(b) That the full consideration for the sale of the land to Purchaser is: Seven Hundred Thousand

(\$ 700,000.00) dollars, of which the sum of One Hundred Thousand

Terms of Payment

(\$ 100,000.00) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of (See paragraph 3(k)

(\$ -----) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of ----- per cent per annum while Purchaser is not in default; and at the rate of ----- per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in monthly installments of (\$ -----) dollars each, or more at Purchaser's option, on the ----- day of each month, beginning ----- 19 -- such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within ----- 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, at Seller's option, either commitment for title insurance followed by a policy pursuant thereto insuring Purchaser or abstract of title covering the land, furnished by LAWYERS TITLE INSURANCE CORPORATION. The effective date of the policy or certification date of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security.

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. 36817

Part of the SE 1/4 of Section 18 and the NE 1/4 of Section 19, T3N, R9E, Waterford Township, Oakland County, Michigan, described as follows:

Commencing at the NE corner of said Section 19; thence S.00°05'34"E.410.96 feet to the Point of Beginning; thence S.00°05'34"E.920.06 feet; thence S.00°15'00"E.218.91 feet; thence S.89°21'37"W.992.54 feet; thence S.00°23'17"W.560.00 feet; thence N.89°49'53"W.650.00 feet; thence N.61°33'30"W.215.18 feet to a point on the East line of North Oakland Blvd.(86 ft.wd.); thence from said point along a curve to the left and Nly along said line, radius of 426.52 feet, a central angle of 12°29', an arc distance of 92.93 feet, and a long chord which bears N.03°55'00"E.92.75 feet; thence along said line, N.02°19'30"W.168.72 feet; thence along said line into a curve to the right, a radius of 726.94 feet, a central angle of 14°48', an arc distance of 187.78 feet, and a long chord which bears N.05°04'30"E.187.26 feet; thence along said Ely line, N.12°28'30"E.1561.23 feet; thence S.68°40'30"E.200.41 feet; thence N.21°19'30"E.140.19 feet; thence S.68°40'30"E.150.00 feet; thence N.21°19'30"E.300.00 feet to the Sly line of M-59; thence along said line, S.68°40'30"E.288.52 feet; thence along said line into a non-tangential curve to the left, a radius of 2924.93 feet, a central angle of 10°24', an arc distance of 531.04 feet, and a long chord which bears S.74°00'00"E.530.31 feet; thence S.10°08'31"W.350.00 feet; thence S.79°51'29"E.261.79 feet to the Point of Beginning.

Containing 68.6657 acres, and subject to the rights and easements of record.

(Site 12 West)

Part of the N.E. 1/4 of Section 19, T3N, R9E, Waterford Township, Oakland County, Michigan, described as follows: Commencing at the North 1/4 corner of said Section 19; thence along the N-S 1/4 line Section 19, S.0°01'02" E.1570.11 feet; thence S.61°33'15" E.399.96 feet to the point of beginning. Thence S.0°03'30"E.500.00 feet; thence along the centerline of Pontiac Lake Road S.61°33'30"E.239.08 feet; thence N.28°26'30"E.300.00 feet; thence along a curve to the left, radius 340.52, central angle 24°07'31", chord bearing N.16°22'45"E.142.32 feet, an arc distance of 143.38 feet; thence N. 61°33'30"W.447.92 feet to the point of beginning.

Phase 1

Containing 3.68 Acres, more or less and subject to the rights and easements of record.

AND

(Site 12 East)

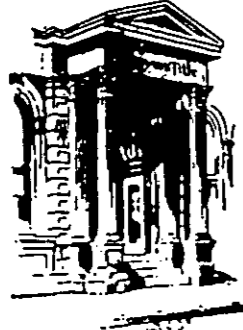
Part of the N.E. 1/4 of Section 19, T3N, R9E, Waterford Township, Oakland County, Michigan, described as follows: Commencing at the North 1/4 corner of said Section 19; thence along the N-S 1/4 line of Section 19, S.0°01'02" E.1570.11 feet; thence S.61°33'15"E.399.96 feet; thence S.0°03'30"E.500.00 feet; thence along the centerline of Pontiac Lake Road S.61°33'30"E.325.08 feet to the point of beginning. thence continuing along said centerline S.61°33'30"E.419.05 feet; thence N.02°30'51"E.271.53 feet; thence S.89°49'53"E.232.00 feet; thence S.02°30'51"W.322.83 feet; thence along the centerline of Pontiac Lake Road S.89°49'53"E.425.00 feet; thence N.0°23'17"E.540.00 feet; thence N. 89°49'53"W.650.00 feet; thence N.61°33'30"W.215.18 feet; thence along the East line of North Oakland Blvd. into a curve to the right, radius 426.52 feet; central angle 18°17', an arc of 136.10 feet, and a long chord which bears S.19°18'00"W.135.53 feet; Thence S.28°26'30"W.300.00 feet to the point of beginning.

Containing 9.46 Acres, more or less and subject to the rights and easements of record.

RECORDED RIGHT OF WAY NO. 34817

LAND CONTRACT

(Revised 1978)



**Lawyers Title
Insurance Corporation**

*Title protection throughout Michigan,
the United States, Puerto Rico,
the Virgin Islands and Canada*

ABSTRACTS

TITLE INSURANCE

TITLE SEARCHES

TAX SEARCHES

ESCROW SERVICE

Lawyers Title Insurance Corporation

MICHIGAN STATE OFFICE
3270 W. Big Beaver Rd., Troy, Michigan 48084
P.O. Box 3200
Area 313 - 649-3322

ESCROW DEPARTMENT
3270 W. Big Beaver Road
P.O. Box 3200
Troy, Michigan 48084
Area 313 - 649-3322

METROPOLITAN OFFICE
3270 W. Big Beaver Road
P.O. Box 3200
Troy, Michigan 48084
Area 313 - 649-3322
From Detroit 564-4900
From Pontiac 338-9101
From Mt. Clemens 469-1330

NATIONAL DIVISION
3270 W. Big Beaver Road
P.O. Box 3200
Troy, Michigan 48084
Area 313 - 649-3322

METROPOLITAN AREA OFFICES

SOUTHFIELD
17117 West Nine Mile Road
Southfield, Michigan 48075
Area 313 - 559-7910

DETROIT
125 City National Bank Bldg.
Detroit, Michigan 48226
Area 313 - 963-5810

HOWELL
121 South Barnard Street
Howell, Michigan 48843
Area 517 - 546-9415

ANN ARBOR
106 North Fourth Avenue
Ann Arbor, Michigan 48104
Area 313 - 761-3040

MOUNT CLEMENS
48 South Gratiot Avenue
Mount Clemens, Michigan 48041
Area 313 - 465-1371

LANSING
209 South Washington Avenue
Lansing, Michigan 48933
Area 517 - 372-9450

DEARBORN
102 Parklane Towers West
Dearborn, Michigan 48126
Area 313 - 271-8410
From Livonia 422-7280
From Plymouth 453-0300

ADRIAN
212 North Main Street
Adrian, Michigan 49221
Area 517 - 263-0507

REGIONAL OFFICES

EASTERN MICHIGAN
2072 Hemmeter Road
P.O. Box 1384
Saginaw, Michigan 48605
Area 517 - 793-9555

WESTERN MICHIGAN
Plaza 28
374 1/2 - 28th St. S.E.
Grand Rapids, Michigan 49508
Area 616 - 957-1310

NATION-WIDE TITLE SERVICE

(1) Purchaser shall assume and agree to pay all taxes, mortgages, liens and encumbrances of any kind that now exist on said lands.

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.

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.

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.

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

IN PRESENCE OF:

[Signature]
Stanley W. Kurzman

North Oakland Development Corporation, a Michigan Corporation
By: [Signature] (L.S.)

Leon Blachura, its President
J.F.K.CO., a Michigan Limited Partnership

By: [Signature] (L.S.)
Joseph F. Kosik, general ptrn.

[Signature]
Pat Cocking

[Signature] (L.S.)
Elaine M. Kosik, general ptrn.

[Signature]
Suzanne Davidson

[Signature] (L.S.)
Joseph F. Kosik

[Signature] (L.S.)
Elaine M. Kosik

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 28th day of November 19 84
by Joseph F. Kosik and Elaine M. Kosik, individually and as general partners of J.F.K.Co., a Michigan Limited Partnership
My commission expires August 1, 1987

[Signature]
Pat Cocking
Notary Public Oakland County, Michigan

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this _____ day of November 19 84
(1) by Leon Blachura
(2) president
(3) of North Oakland Development Corporation
(4) a Michigan Corporation on behalf of the said corporation.

My commission expires 1/25/87

[Signature]
Wanda R. Donaldson
Notary Public Oakland 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: Stanley W. Kurzman, Attorney

Business Address: 1263 West Square Lake Road
Bloomfield Hills, MI 48013

RECORDED RIGHT OF WAY NO. 36817

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

Alternate Payment Method
Insert amount if advance monthly installment method of tax and insurance payment is to be adopted
Acceptance of Title and Premises
Mortgage by Seller
Encumbrances on Seller's Title
Non-payment of Taxes or Insurance
Disposition of Insurance Proceeds
Assignment by Purchaser
Possession
Right to Forfeit
Acceleration Clause
Notice to Purchaser
Additional Clauses

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

(g) That he has examined a title insurance commitment/policy dated an abstract of title certified to covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment or an owner's title policy issued pursuant to such commitment, or an abstract, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

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

3. Seller and Purchaser Mutually Agree:

(a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided, or a maturity date sooner than provided herein.

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

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

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

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

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

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

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

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

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

(k) The balance of Six Hundred Thousand (\$600,000.00) Dollars shall be payable as follows:

- December 28, 1984 the sum of \$100,000.00
- January 30, 1985 the sum of \$100,000.00
- February 28, 1985 the sum of \$100,000.00
- December 31, 1985 the sum of \$300,000.00

In the event of default in any payment, the entire balance then remaining shall be forthwith due and owing and shall accrue interest at the rate of eleven (11%) percent per annum.

RECORDED RIGHT OF WAY NO 36817

To (Supervisor RE & R/W) DAVE FOLEY	For RE & R/W Dept. Use	Date Received 2-25-86	Dz/Bell/C.P. No. OE 86 7J
Division OAKLAND	Date 2-20-86	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 TOWN CENTER APT'S. PHASE I	County OAKLAND
City/Township/Village WATERFORD	Section No. 19
Type of Development <input type="checkbox"/> Proposed Subdivision <input checked="" type="checkbox"/> Apartment Complex <input type="checkbox"/> Condominium <input type="checkbox"/> Subdivision <input type="checkbox"/> Mobile Home Park <input type="checkbox"/> Other	
2. Name of Owner K & H BUILDING CO. INC.	Phone No. 634-4591
Address 2310 GRANGE HALL RD. - FENTON, MI. 48430	
Owner's Representative JOE KOSIK JR.	Phone No. 681-7566
Date Service is Wanted	

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
COMCAST CABLEVISION

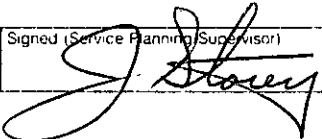
b. Other Utility Engineer Names
CHRIS CIAK

Phone Numbers
674-0974

Addresses
**1300 CRESCENT LK. RD.
PONTIAC, MI. 48054**

6. Additional Information or Comments
**YOU MAY ALSO CONTACT
JIM HANKS OF K & H BLDG. CO. @ 634-4591**

Note: Trenching letter attached will be submitted later

Service Planner Wm. Williamson	Signed (Service Planning/Supervisor) 
Phone No. 4133	Address

RECORDED RIGHT OF WAY NO. 36817

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

TO Records Center

DATE 2-12-87 TIME _____

Please set up R/W file for: TOWN CENTER APTS Phase II
Being a part of N.E. 1/4 of Section 19, Waterford Twp
Oakland County, Michigan

RECORDED
RIGHT OF WAY
NO.

COPIES TO: _____
REPORT _____

SIGNED Omer V. Racine
Omer V. Racine
264 Oakland Div. Hqtrs.

36817

DATE RETURNED _____ TIME _____ SIGNED _____

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM NO. 7 12 53

TO W. M. WILLIAMSON DATE 3-10-86

Re: Underground Service - TOWN CENTER PHASE I

Agreement and Easements obtained - OK to proceed with construction

COPIES TO

SIGNED

Omer V. Racine

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

REPORT

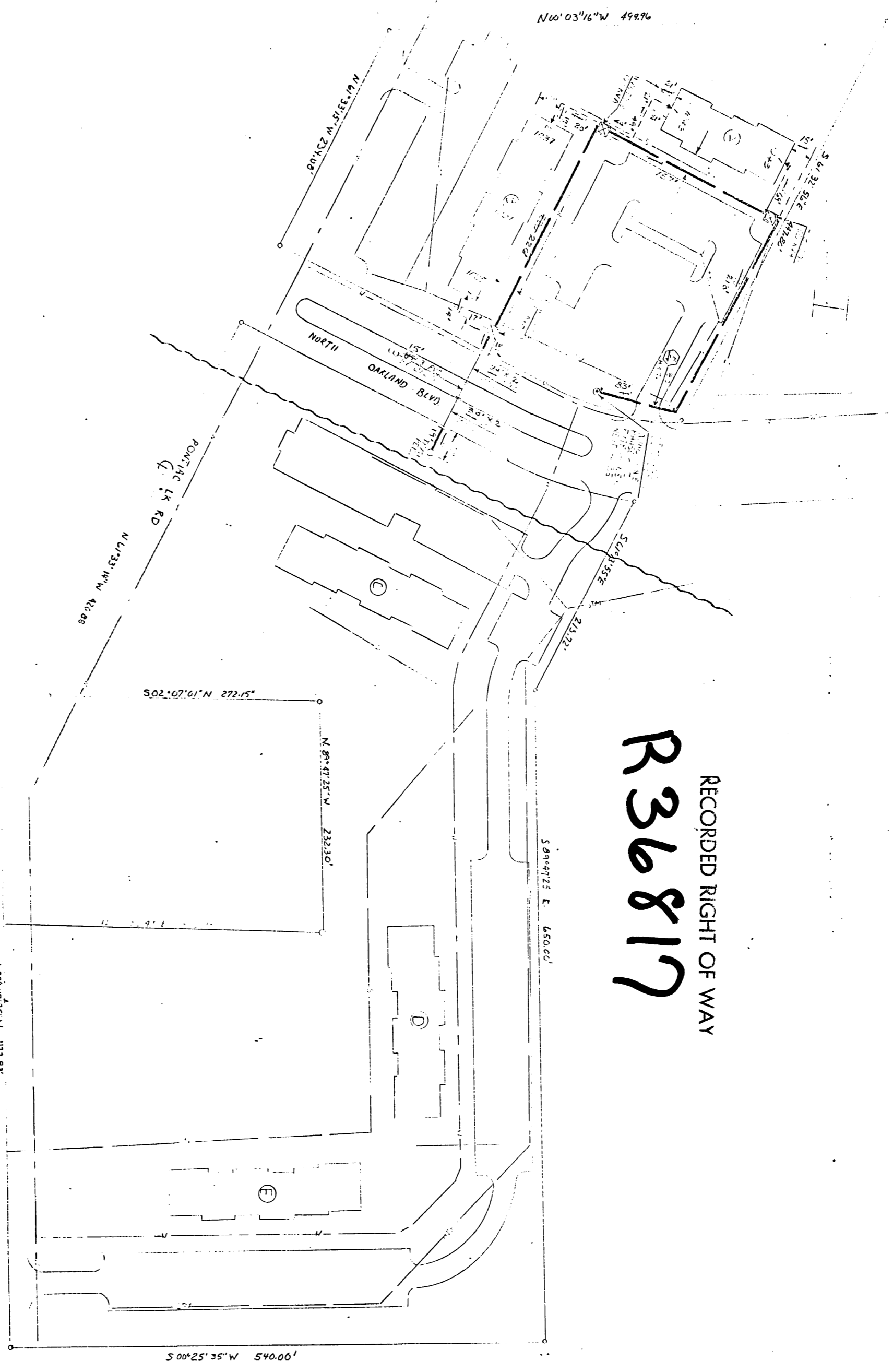
N 1/2 SEC 19
 LIBER 9177 PAGE 843
 S 61° 32' 52" E 444.3'
 176.00' S

LIBER 9177 PAGE 843

LIBER 9177 PAGE 844

LIBER 9177 PAGE 845

N 00° 05' 16" W 499.96'



RECORDED RIGHT OF WAY
R36817

347 BAYVIEW
 E.S. A. 64760
 4-1-80
 F-05 BAYVIEW
 5 AM SPADAROCK
 O.C.R.C. E-29814
 WILKINSON

D	C	B	A	APPROVED	DATE	BY
DESIGNED BY	CHECKED BY	DESIGNED BY	CHECKED BY		1.4.56	
DESIGNED BY	CHECKED BY	DESIGNED BY	CHECKED BY		2.3.56	
DESIGNED BY	CHECKED BY	DESIGNED BY	CHECKED BY			
DESIGNED BY	CHECKED BY	DESIGNED BY	CHECKED BY			

TOWN CENTER APIS STEP 1
 NE 1/4 of SEC 19
 COUNTY OF
 STATE OF MICHIGAN

START DATE 3-7-56

THE DETROIT Edison COMPANY
 PERMITS REQUIRED
 CITY OF DETROIT
 STATE OF MICHIGAN

NOTICE
 Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIO at 800-483-2171 as required by Public Act 53 of 1974 before doing any power excavating.

GENERAL NOTES
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
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 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

CABLE SUMMARY
 INSTALLED: 114' 4" 114' 4" 114' 4"
 NEW: 114' 4" 114' 4" 114' 4"
 REMOVED: 114' 4" 114' 4" 114' 4"
 TOTAL: 114' 4" 114' 4" 114' 4"

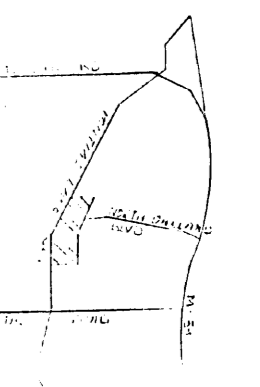
TRENCH SUMMARY
 3" DIA V. J. 114' 4" 114' 4" 114' 4"
 4" DIA V. J. 114' 4" 114' 4" 114' 4"
 6" DIA V. J. 114' 4" 114' 4" 114' 4"
 TOTAL: 114' 4" 114' 4" 114' 4"

TRANSFORMER DATA

UNIT NO.	SIZE	ED. STR. NO.

CODE
 ○ TELEPHONE SECONDARY PERMIT
 □ TELEPHONE SECONDARY PERMIT
 △ TELEPHONE SECONDARY PERMIT
 * TELEPHONE SECONDARY PERMIT

PERMITS REQUIRED
 CITY OF DETROIT
 STATE OF MICHIGAN

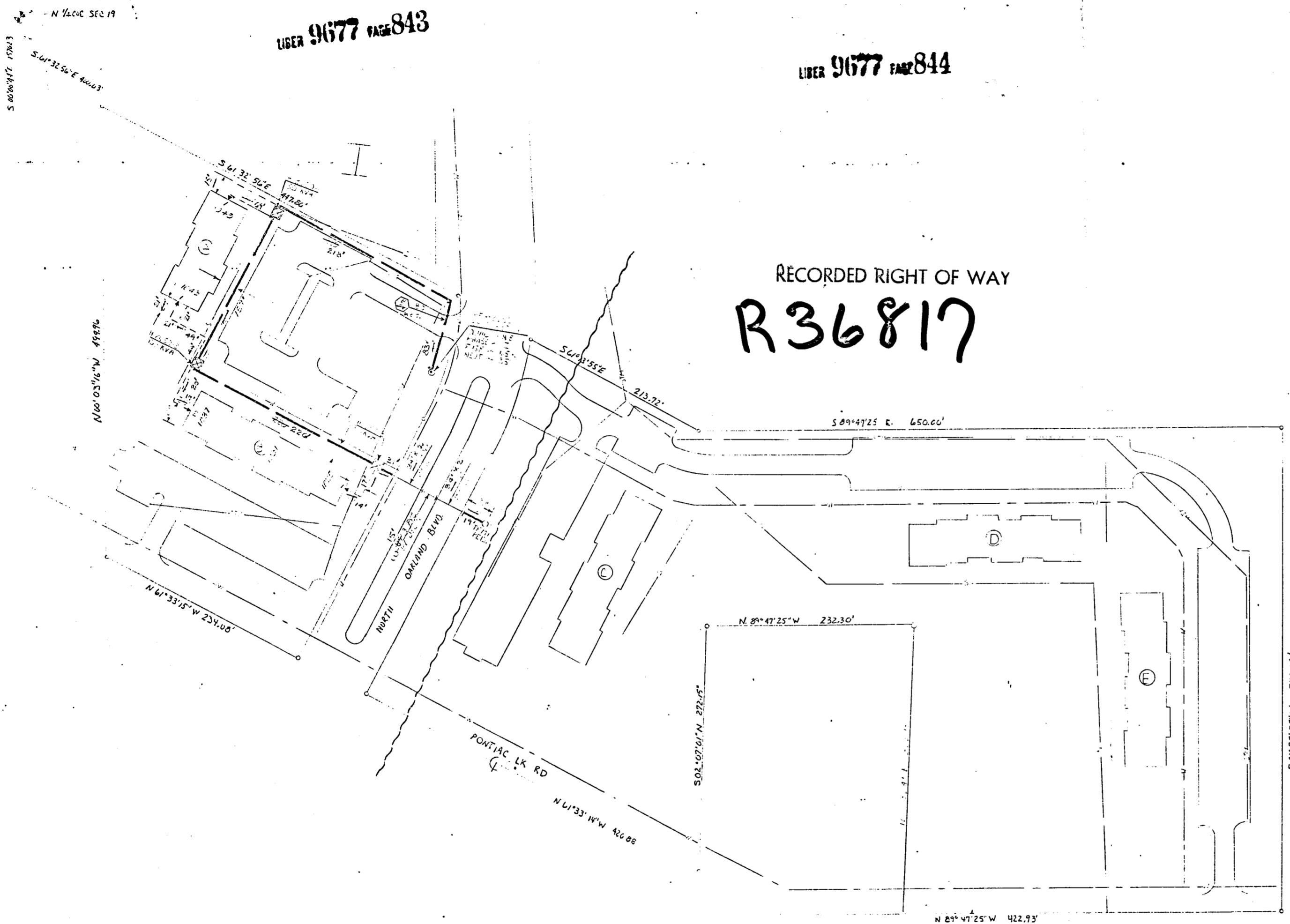


LIBER 9677 PAGE 843

LIBER 9677 PAGE 844

LIBER 9677 PAGE 845

RECORDED RIGHT OF WAY
R36817



TRANSFORMER DATA

UDT. NO.	SIZE	ED STK. NO.
H 2000	5	1122
H 2000	5	1123
H 2000	5	1124

- TRANSFORMER SPECS
PEDESTAL AMOUNT _____ SPEC _____
TEMPORARY CABLE MARKERS AMOUNT _____ SPEC _____
SECONDARY CONNECTION BOX AMOUNT _____ SPEC _____
- CODE —
- (C) TEMPORARY SECONDARY PEDESTAL
 - (D) TEMPORARY CABLE MARKER
 - (E) DPT (DEAD FRONT TYPE)
 - (F) UDT (NON SWITCHING—LIVE FRONT TYPE)
 - (G) UDT (SWITCHING—LIVE FRONT TYPE)
 - (H) DIRECTION OF TRANSFORMER DOOR OPENING
 - (I) SECONDARY PEDESTAL
 - (J) SECONDARY CONNECTION BOX
 - (K) CABLE POLE
 - (L) PRIMARY SWITCH CABINET
 - (M) BURIED PRIMARY CABLE—ALL VOLTAGES
 - (N) BURIED SECONDARY CABLE
 - (O) BURIED SECONDARY SERVICE CABLE
 - (P) DETROIT EDISON TRENCH ONLY
 - (Q) TELEPHONE TRENCH ONLY
 - (R) SEWER
 - (S) WATER
 - (T) GAS
 - (U) PROPOSED CONDUIT
 - (V) SEP CONN. CABINET
- NOTE: VETER SHALL BE LOCATED IN SHADED AREA CLOSEST TO C E CO SOURCE

CABLE SUMMARY

INSTALLED	ESTIMATED
ITEM # 224V LPEC x 1 132 KV	713.300'
ITEM # AP2 350V & 140 600 V	713.053'
ITEM # AP2 20 & 141 600 V	713.062'

TRENCH SUMMARY

JOINT USE	M.P.M.	SEKV.
DE 6\"/>		

NOTICE

Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIG on 800 482 7171 as required by Public Act 53 of 1974 before doing any power excavating.

GENERAL NOTES

TRENCHING TO BE DONE BY _____

TRENCH AND CABLE LENGTHS ARE APPROXIMATE

SEE SECTION 50 UG LINE CONSTRUCTION STANDARDS FOR TRANSFORMER DETAILS

SEE PAGE 32 11 S.I.M. DETAIL _____ FOR ENTRANCE POINT DETAILS APTS ONLY

SEE SECTION 43 UG LINE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES

TRANSFORMERS AND PEDESTALS (SUBS) ONLY

DE SERVICE PLANNER _____

TEL CO _____

GAS CO _____

OTHERS _____

EASEMENTS INDICATED BY OUR CENTERLINE ARE IN WIDTH UNLESS OTHERWISE NOTED

3672+JOES
85 A 24 900
4-2-86
4-3-86
UNION EXC.
FOSBOLINE
HERRST
SAM SPADAFORA
O.G.R.C. # 29814
WILLIAMSON

PERMITS REQUIRED

START DATE 3-1-86

CITY OF _____ COUNTY _____ NOTIFICATION TO _____

STATE YES X NO

REVISION	DATE	NAME	DATE	JCB TITLE
1	1-1-86	J. V. HEDDY		
2	2-2-86	Sam Williamson		
3	2-3-86	J. V. HEDDY		

SEPA TO 18T

TOWN CENTER APTS STEPI
NE 1/4 OF SEC 19

TWP OF _____ COUNTY OF _____

THE DETROIT EDISON COMPANY SERVICE PLANNING		
SCALE	NUMBER OF UNITS	WORK ORDER NUMBER
1" = 50'		581241055
LATEST REVISION	DISTRIBUTION CIRCUIT	
START UNDER G. WORK		

RECORDED RIGHT OF WAY NO. 36817

4895

RECORDED

RECORDED

RECORDED

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

TO Wm. Williamson

DATE 3-10-86 TIME _____

Re: Underground Service - TOWN CENTER PHASE I

Agreement and Easements obtained - OK to proceed with construction

COPIES TO: _____

SIGNED

Omer V. Racine

Omer V. Racine, Representative
Real Estate, Rights of Way & Cla
264 Oakland Division Headquarter

REPORT _____