

- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate.
- g. EDISON ~~and xxxxxxxxxxxx~~ shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.
- h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to ~~xxxxxxxxxxxx~~ EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

In the Presence of

Mary Ann Klos
MARY ANN KLOS

Barbara Ann Maher
BARBARA ANN MAHER

THE DETROIT EDISON COMPANY

BY: Robert R. Tewksbury
ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

BY: Irene C. Kata
IRENE C. KATA ASSISTANT

BY: _____

BY: _____

31461

RECORDED
INDEXED
MAY 15 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 1st day of March, 1977, before me the subscriber,
a Notary Public in and for said County, appeared Robert R. Tewksbury and
Irene C. Kata, to me personally known, who being by me duly sworn
did say they are the Director, Real Estate and Assistant Secretary
Rights of Way Dept.
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently
under the laws of Michigan and New York, and that the seal affixed to said instru-
ment is the corporate seal of said corporation, and that said instrument, was signed
in behalf of said corporation, by authority of its Board of Directors, and
Robert R. Tewksbury and Irene C. Kata acknowledged said
instrument to be the free act and deed of said corporation.

Barbara Ann Maher
BARBARA ANN MAHER
Notary Public, Wayne County, Michigan



My Commission Expires: August 23, 1978

RECORDED IN 31461

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this _____ day of _____, 19____, before me the subscriber,
a Notary Public in and for said County, appeared _____
to me personally known, who being by me duly sworn did say that he is _____
_____ authorized by and for _____
_____ corporation, and that said instrument was signed in behalf of said cor-
poration, by authority of its Board of Directors, and _____
acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, _____ County, Michigan

My Commission Expires: _____

Detroit
Ediec.

Oakland Division
30400 Telegraph Road
Birmingham, Michigan 48010
(313) 645-4000
Phone 645-4378

January 19, 1978


Highland Construction Company
18620 W. 10 Mile Road
Southfield, Michigan 48037

Gentlemen:

Re: Highland Tower

We are enclosing herewith a copy of the "as installed" Drawing No.
A-64994 for the underground electric and communication
services for the above named project.

Sincerely,


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

OVR/l
Enclosures

3/4/61

AGREEMENT

WHEREAS Norman Steel and Lawrence Steel, hereinafter referred to as STEEL, did execute and deliver to Highland Construction Company, a Michigan Corporation, hereinafter referred to as HIGHLAND, a covenant or Agreement under date of October 1, 1973, a photocopy of which is attached hereto as Exhibit "A" and made a part hereof, whereby STEEL agreed to refund and reimburse HIGHLAND certain interest paid and to be paid by HIGHLAND to Michigan National Bank-Oakland, and

WHEREAS HIGHLAND is purchasing from STEEL on a certain land contract dated October 1, 1973, some 2.887 acres of vacant land in part of the southeast quarter of Section 24 in Southfield, Oakland County, Michigan, in which land contract the balance due thereon was due and payable in full on or before April 1, 1975, but which land contract balance was not paid at that time and has not been paid as of this date,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein, it is agreed as follows:

1. HIGHLAND hereby promises, agrees, and covenants that it shall not be entitled to a refund or reimbursement from STEEL for any interest paid or hereafter to be paid by HIGHLAND to Michigan National Bank-Oakland as has been provided for in the October 1, 1973 Agreement attached hereto and made a part hereof, and HIGHLAND waives any and all claim, right or interest in and to a refund or reimbursement of such interest.

LAW OFFICES IRVING M. STAHL, 1050 GUARDIAN BUILDING, DETROIT, MICHIGAN 48226

RECORDED IN 31461

LAW OFFICES IRVING M. STAHL, 1870 GUARDIAN BUILDING, DETROIT, MICHIGAN 48226

2. STEEL hereby agrees to extend the due date on the aforementioned land contract of October 1, 1973, between STEEL and HIGHLAND relative to the 2.887 acres of vacant land, until January 1, 1976, by which date HIGHLAND promises and agrees to pay the balance owing upon that land contract with interest thereon at the rate of seven per cent (7%) per annum, upon the condition that HIGHLAND pay to STEEL quarterly interest on that land contract balance on October 1, 1975, and again on the now extended due date of this land contract of January 1, 1976 (the parties hereto acknowledge that HIGHLAND did pay to STEEL such quarterly interest as was due on July 1, 1975).

IN WITNESS WHEREOF the parties hereto have set their hands this 17th day of July, 1975.

Norman Steel
Norman Steel

Lawrence Steel
Lawrence Steel

HIGHLAND CONSTRUCTION COMPANY,
Michigan Corporation

BY: Jack Friedman
Jack Friedman, Vice-President

3146
1975

AGREEMENT

WHEREAS, Norman Steel and Lawrence Steel, as joint tenants with rights of survivorship and not as tenants in common, hereinafter referred to as STEEL, have this day conveyed by Warranty Deed to Highland Construction Company, a Michigan Corporation, hereinafter referred to as HIGHLAND, 1.942 acres of vacant land in the southeast quarter of Section 24, Southfield, Michigan, in which Warranty Deed HIGHLAND has assumed and agreed to pay a mortgage balance of Sixty Thousand and no/100 (\$60,000.00) Dollars in favor of the Michigan National Bank-Oakland, hereinafter referred to as MICHIGAN, an

WHEREAS, the said mortgage in favor of MICHIGAN bears interest at the rate of nine and three-quarters per cent (9 3/4) per annum, and HIGHLAND is reluctant to pay interest upon said mortgage in excess of the rate of seven per cent (7%) per annum

NOW, THEREFORE, in consideration of the said purchase and sale this day, and in consideration of One and no/100 (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, STEEL agrees that at such time as HIGHLAND shall pay to STEEL the balance owing on a land contract for the sale by STEEL to HIGHLAND of an additional 2.887 acres of vacant land in that part of the southeast quarter of Section 24 in Southfield, Michigan, that STEEL shall thereupon refund and reimburse HIGHLAND for all interest paid or to thereafter be paid by HIGHLAND to MICHIGAN in excess of that interest which HIGHLAND would have paid to MICHIGAN on the said mortgage at the rate of 7% per annum.

31461

IN WITNESS WHEREOF, the parties hereto have hereto
set their hands this 1st day of October, 1973.

IN THE PRESENCE OF:

Norman Steel
Norman Steel

Lawrence Steel

Lawrence Steel
Lawrence Steel

Emily Kuhn

LAW OFFICES IRVING M. STALL, 1950 GUARDIAN BUILDING, DETROIT, MICHIGAN 48226

31461

AGREEMENT

WHEREAS, Norman Steel and Lawrence Steel, as joint tenants with rights of survivorship and not as tenants in common, hereinafter referred to as STEEL, have this day conveyed by Warranty Deed to Highland Construction Company, a Michigan Corporation, hereinafter referred to as HIGHLAND, 1.942 acres of vacant land in the southeast quarter of Section 24, Southfield, Michigan, in which Warranty Deed HIGHLAND has assumed and agreed to pay a mortgage balance of Sixty Thousand and no/100 (\$60,000.00) Dollars in favor of the Michigan National Bank-Oakland, hereinafter referred to as MICHIGAN, and

WHEREAS, the said mortgage in favor of MICHIGAN bears interest at the rate of nine and three-quarters per cent (9 3/4%) per annum, and HIGHLAND is reluctant to pay interest upon said mortgage in excess of the rate of seven per cent (7%) per annum,

NOW, THEREFORE, in consideration of the said purchase and sale this day, and in consideration of One and no/100 (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, STEEL agrees that at such time as HIGHLAND shall pay to STEEL the balance owing on a land contract for the sale by STEEL to HIGHLAND of an additional 2.887 acres of vacant land in that part of the southeast quarter of Section 24 in Southfield, Michigan, that STEEL shall thereupon refund and reimburse HIGHLAND for all interest paid or to thereafter be paid by HIGHLAND to MICHIGAN in excess of that interest which HIGHLAND would have paid to MICHIGAN on the said mortgage at the rate of 7% per annum.

31461

LAW OFFICE: VING M. STALL 1600 PLAZA BLDG. DETROIT, MICHIGAN 48226

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands this 1st day of October, 1973.

IN THE PRESENCE OF:

Norman Steel
Norman Steel

[Signature]

Lawrence Steel
Lawrence Steel

Emily Stahl

LAW OFFICES IRVING M. STAHL, 1050 GUARDIAN BUILDING, DETROIT, MICHIGAN 48226

3/4/61

AGREEMENT

THIS AGREEMENT made this _____ day of September, 1973, between Norman Steel and Lawrence Steel, whose place of business is at 14135 W. Nine Mile Road, Oak Park, Michigan, hereinafter referred to as STEEL, and Highland Construction Company, a Michigan Corporation, whose place of business is at 18620 W. Ten Mile Road, Southfield, Michigan, hereinafter referred to as HIGHLAND.

1. Transfer by STEEL. For and in consideration of HIGHLAND arranging for the transfer to STEEL of an interest in certain real estate owned by Hawk Enterprises, Inc., a Michigan Corporation, hereinafter referred to as HAWK (which interest is more fully hereinafter set forth), STEEL does hereby agree to sell, transfer and convey to HIGHLAND at a valuation (for the purpose of this agreement) of Ninety-seven Thousand One Hundred and no/100 (\$97,100.00) Dollars 1.942 acres of land located in the City of Southfield, Oakland County, Michigan, described as:

Part of the S.E. 1/4 of Section 24, T. 1 N., R. 10 E., City of Southfield, Oakland County, Michigan, being more particularly described as beginning at a point which is due north 1321.13 feet along the east line of Section 24 and N. 89° 20' 30" W. 53.00 feet and due south 532.80 feet along a line parallel to and 53.00 feet west of the east line of Section 24 from the southeast corner of Section 24, T. 1 N., R. 10 E.; thence along a line parallel to and 53.00 feet west of the east line of Section 24, due south 130.00 feet; thence south 89° 57' 00" W. 190.14 feet; thence south 00° 03' 00"E. 155.00 feet; thence S. 89° 57' 00" west 210.00 feet; thence due north 285.35 feet; thence due east 400.00 feet to the point of beginning.

Such premises are to be sold and conveyed subject to:

(a) a first mortgage on such premises in favor of Michigan National Bank-Oakland upon which there is presently unpaid a principal balance of Sixty Thousand and no/100 (\$60,000.00) Dollars together with interest thereon, a copy of which mortgage is attached hereto as Exhibit "A" and made a part hereof; and

(b) the McClelland Drain which may cross the subject property, also an easement for public utilities over the west 12 feet of the subject land as reserved in a judgment recorded Liber 4718, Page 708, Oakland County Records, and an easement for public utilities over a portion of the subject land as granted by an instrument recorded in Liber 4718, Page 457, Oakland County Records.

2. Arrangement by HIGHLAND for Acquisition by STEEL.

For and in consideration of its purchase and acquisition of the real estate described in Paragraph 1 above, which real estate is hereinafter referred to as Parcel A, HIGHLAND agrees to arrange for the transfer to and acquisition by STEEL at a valuation (for the purpose of this agreement) of One Hundred Four Thousand One Hundred Fifty and no/100 (\$104,150.00) Dollars the undivided one-third (1/3) interest of HAWK in and to certain real estate situated in Northfield Township, Washtenaw County, Michigan, consisting of three (3) parcels, which are described as:

Parcel 1: An undivided one-third (1/3) interest in and to the interest of the Purchaser in a certain Land Contract dated April 3, 1969, between Freeman E. Weber and Lucille Weber, his wife, as Sellers, and

3/14/69

Hawk Enterprises, Inc., a Michigan Corporation, as Purchaser (various Assignments of the Purchaser's Interest having been made and the Purchaser's interest presently being held by Hawk Enterprises, Inc., as to an undivided 1/3, Leon Siegel and Fay Siegel, his wife, as to an undivided 1/3, and Arthur M. Sills as to the remaining 1/3 interest) in and to land described as beginning at a point on the North line of Section 6, T. 1 S., R. 1 E., Northfield Township, Washtenaw County, Michigan, located due East 1843.58 feet from the Northwest corner of said Section and running thence due East 744.82 feet; thence South 15° 06' 00" East 278.80 feet; thence South 11° 14' 00" East 410.73 feet; thence South 66° 26' 00" East 322.85 feet; thence South 57° 52' 00" East 201.38 feet; thence North 52° 07' 20" East 738.61 feet; thence South 51° 40' 00" East 687.09 feet; thence 456.85 feet along the arc of a 2717.20 foot radius circular curve concave southwesterly through a central angle of 9° 38' 00" the long chord of which bears South 46° 51' 00" East 456.32 feet; thence 856.24 feet along the arc of a 3994.83 foot radius circular curve concave easterly through a central angle of 12° 16' 50" the long chord of which bears South 2° 58' 38" West 854.61 feet; thence North 88° 54' 40" West 1032.49 feet; thence South 1° 05' 20" West 212.94 feet; thence North 89° 13' 22" West 1954.01 feet; and thence North 00° 08' 14" East 2375.62 feet to the Point of Beginning.

Parcel 2: Beginning at a point on the North line of Section 6, T. 1 S., R. 6 E., Northfield Township, Washtenaw County, Michigan, located due East 1476.27 feet from the Northwest corner of said section and running thence due East 183.75 feet; thence South 00° 08' 14" West 2373.13 feet; thence North 89° 13' 22" West 183.76 feet; thence North 00° 08' 14" East 2370.61 feet to the point of beginning.

Parcel 3: Beginning at a point on the north line of Section 6, T. 1 S., R. 6 E., Northfield Township, Washtenaw County, Michigan, located due East 1660.02 feet from the Northwest corner of said Section and running thence due East 183.56 feet; thence South 00° 08' 14" West 2375.62 feet; thence North 89° 13' 22" West 183.57 feet; and thence North 00° 08' 14" East 2373.13 feet to the point of beginning.

Such real estate, hereinafter collectively referred to as Parcel B, is to be sold and conveyed subject to:

- (a) one-third (1/3) of the outstanding land contract balance of One Hundred Ninety-five Thousand and no/100

(\$195,000.00) Dollars together with accrued interest thereon from and after April 3, 1973, owing in connection with the land contract purchase of the land described in Parcel 1 above; and

(b) easements as recorded in Liber 1 of Grants, Page 370, and in Liber 525, Page 5, and also in Liber 1145, Page 66, of Washtenaw County Records, together with the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes, and subject to the unpaid 1971 and 1972 School and County taxes.

3. Payment of difference in net values. The difference between the values of the respective premises (Parcel A and Parcel B), over and above encumbrances, for the purpose of this contract, shall be deemed to be the sum of Seven Hundred Fifty and no/100 (\$750.00) Dollars, as that sum of money shall be adjusted by reason of accrued interest on the encumbrances affecting the respective parcels in the event the closing of these transactions takes place other than on October 1, 1973, and that sum of money shall be paid by STEEL to HIGHLAND at the time of the closing of these transactions.

4. Deeds. The instrument to effect the transfer from STEEL to HIGHLAND of Parcel A shall be a good and sufficient statutory short form Warranty Deed duly executed, witnessed, and acknowledged, bearing evidence of payment of the requisite Michigan transfer fee therewith, and conveying to HIGHLAND the fee simple title to these premises, free of all encumbrances except as herein stated. The instrument to effect the transfer

3/4/61

LAW OFFICES IRVING M. STAHL, 1850 GUARDIAN BUILDING, DETROIT, MICHIGAN 48226

from HIGHLAND to STEEL of Parcels 2 and 3 in Paragraph 2 above (being a portion of Parcel B) shall be a good and sufficient statutory short form ^{QUIT CLAIM} ~~Warranty~~ Deed duly executed, witnessed, and acknowledged, bearing evidence of payment of the requisite Michigan transfer fee therewith, and conveying to STEEL the fee simple title to these premises, free of all encumbrances except as herein stated; together with a good and sufficient statutory short form Quit Claim Deed and also the usual and customary Assignment of Purchaser's Interest in Land Contract duly executed, witnessed, and acknowledged, conveying and assigning to STEEL the interest in the land contract purchaser's interest of HAWK described in Parcel 1 in Paragraph 2 above in which Assignment STEEL shall assume and agree to pay one-third (1/3) of the \$195,000.00 underlying land contract balance owing thereon together with interest accrued from and after April 3, 1973.

5. Purpose of Transaction. The purpose of this transaction is to enable STEEL to transfer Parcel A to HIGHLAND in exchange for HIGHLAND arranging to have Parcel B owned by HAWK transferred to STEEL, and to have these transactions qualify as a "like kind" tax free exchange under Section 1031 of the Internal Revenue Code of 1954, as amended.

6. Closing. The closing of these transactions shall be held at the office of Irving M. Stahl, 1850 Guardian Building Detroit, Michigan, on October 1, 1973, at 2:00 p.m.

7. Broker. The parties hereto acknowledge and agree

(\$195,000.00) Dollars together with accrued interest thereon from and after April 3, 1973, owing in connection with the land contract purchase of the land described in Parcel 1 above; and

(b) easements as recorded in Liber 1 of Grants, Page 370, and in Liber 525, Page 5, and also in Liber 1145, Page 66, of Washtenaw County Records, together with the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes, and subject to the unpaid 1971 and 1972 School and County taxes.

3. Payment of difference in net values. The difference between the values of the respective premises (Parcel A and Parcel B), over and above encumbrances, for the purpose of this contract, shall be deemed to be the sum of Seven Hundred Fifty and no/100 (\$750.00) Dollars, as that sum of money shall be adjusted by reason of accrued interest on the encumbrances affecting the respective parcels in the event the closing of these transactions takes place other than on October 1, 1973, and that sum of money shall be paid by STEEL to HIGHLAND at the time of the closing of these transactions.

4. Deeds. The instrument to effect the transfer from STEEL to HIGHLAND of Parcel A shall be a good and sufficient statutory short form Warranty Deed duly executed, witnessed, and acknowledged, bearing evidence of payment of the requisite Michigan transfer fee therewith, and conveying to HIGHLAND the fee simple title to these premises, free of all encumbrances except as herein stated. The instrument to effect the transfer

from HIGHLAND to STEEL of Parcels 2 and 3 in Paragraph 2 above (being a portion of Parcel B) shall be a good and sufficient statutory short form ^{QUIT CLAIM} ~~Warranty~~ Deed duly executed, witnessed, and acknowledged, bearing evidence of payment of the requisite Michigan transfer fee therewith, and conveying to STEEL the fee simple title to these premises, free of all encumbrances except as herein stated; together with a good and sufficient statutory short form Quit Claim Deed and also the usual and customary Assignment of Purchaser's Interest in Land Contract duly executed, witnessed, and acknowledged, conveying and assigning to STEEL the interest in the land contract purchaser's interest of HAWK described in Parcel 1 in Paragraph 2 above in which Assignment STEEL shall assume and agree to pay one-third (1/3) of the \$195,000.00 underlying land contract balance owing thereon together with interest accrued from and after April 3, 1973.

5. Purpose of Transaction. The purpose of this transaction is to enable STEEL to transfer Parcel A to HIGHLAND in exchange for HIGHLAND arranging to have Parcel B owned by HAWK transferred to STEEL, and to have these transactions qualify as a "like kind" tax free exchange under Section 1031 of the Internal Revenue Code of 1954, as amended.

6. Closing. The closing of these transactions shall be held at the office of Irving M. Stahl, 1850 Guardian Building, Detroit, Michigan, on October 1, 1973, at 2:00 p.m.

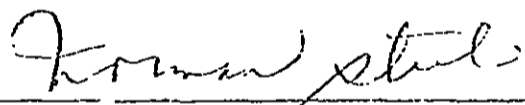
7. Broker. The parties hereto acknowledge and agree

that there is no real estate or other broker involved in this exchange.

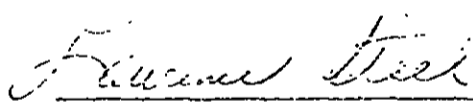
8. Completeness of Agreement. All understandings and agreements heretofore had between the parties hereto are merged in this agreement, which alone fully and completely expresses the agreement of the parties.

9. Construction of Agreement. This agreement may not be changed or terminated orally. The stipulations and provisions therein contained are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.



Norman Steel



Lawrence Steel

HIGHLAND CONSTRUCTION COMPANY, a
Michigan Corporation

BY: 

Jack Friedman, Vice-President

REAL ESTATE MORTGAGE NOTE

\$ 60,000.00

Southfield, Michigan September 10, 19 73

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of Oakland National Bank, a National Banking Association, at its offices in Southfield, Michigan, or at such other place as the holder hereof may designate in writing, the principal sum of

Sixty thousand ----- 00/100 dollars (\$ 60,000.00)

with interest at the rate of Nine and three/quarter (9 3/4 %) per annum while there is no default hereunder, and at the rate of 9 3/4 per cent (9 3/4 %) per annum during any period of such default, to be paid in lawful money of the United States, in monthly installments of quarterly

Six thousand ----- 00/100 dollars (\$ 6000.00) each,

plus 10th in March 1975, and continuing including interest as aforesaid, commencing on the first day of March, 1975, and continuing

except during that period from September 10, 1973 to March 10, 1975, during which time interest only shall be due and payable on the unpaid principal balance commencing December 10, 1973 and payable on the 10th day of each calendar quarter thereafter until March 10, 1975, when the first principal payment plus interest shall begin as outlined above and continuing on the tenth day of each calendar quarter thereafter until the 10th day of September, 1977, when the unpaid principal balance and all accrued interest thereon shall be due and payable in full.

upon principal.

This note may be prepaid without payment of any prepayment premium. All prepayments shall be made only on a regular monthly installment due date and in an amount equal to the principal to become due in the one or more installments next succeeding the date of such prepayment. All prepayments shall be applied against the last accruing installments of principal due under this note, and no prepayments shall affect the obligation of the undersigned to continue to pay the regular monthly installments hereinbefore mentioned until the entire unpaid principal and accrued interest has been paid in full.

The undersigned, jointly and severally, hereby waive demand, presentment for payment, notice of dishonor, protest and notice of protest and diligence in collection or bringing suit and agree to the application of any bank balance as payment or part payment of this note, or as an offset thereto, and the holder hereof may extend the time for payment or accept partial payment without discharging or releasing the undersigned.

If default is made by the undersigned in the payment when due and payable of any installment of principal and interest required to be paid hereunder or if any default be made under any of the terms, conditions or covenants of the mortgage securing this note, the entire unpaid principal of this note, together with all interest accrued thereon, shall at the option of the holder, and without notice, immediately mature and become accelerated and due and payable forthwith. Any failure of the holder to exercise such option to accelerate shall not constitute a waiver of the right to exercise such option to accelerate at any future time.

If any required monthly installment is not paid within ten (10) days from the date same is due, then at the option of the holder, a "late charge" of not more than eight cents (8¢) for each dollar of the aggregate monthly installment so overdue may be charged by the holder hereof to cover the extra expense involved in handling delinquent payments.

This note is secured by a real estate mortgage of even date herewith executed by the undersigned, covering land and real estate located in the City of Southfield Oakland County, Michigan, as more particularly described in said real estate mortgage.

Address

Signature

14135 W. Nine Mile Road
Oakland, Michigan.

Norman Steel

Norm Steel

Norman Steel

Detroit
Edison

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

February 9, 1977

HIGHLAND CONSTRUCTION COMPANY
A Michigan Corporation
18620 W. 10 Mile Road
Southfield, Michigan 48037

Gentlemen:

Re: HIGHLAND TOWER


Enclosed is the original and two copies of the Agreement-Easement Restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the agreement executed by Bell and Edison and return a fully executed copy to you. The third copy should be retained by you until you receive the fully executed copy from us.

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 these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to: John Waterloo, 30400 Telegraph Road, Birmingham, Michigan, 48010.

Sincerely,



John N. Waterloo, Representative
Real Estate and Rights of Way

JNW/ls
Enclosures

31461

APPLICATION FOR U.R.D. EASEMENTS
DE FORM RR 11 5-73

FOR RES & RW PT USE	DATE REC. 2-9-77	DE-BELL NO. OE-7-5
------------------------	---------------------	-----------------------

TO: J. ROBERTSON
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

DISTRICT OAKLAND

Application No. _____

Date 2-8-77

We have included the following necessary material and information:

MATERIAL:

- A. Subdivision
1. Copy of complete final proposed plat, or
 2. Recorded plat
 - a. Site plan
 - b. Title information (deed, title commitment, contract, or title search)
- or
- B. Other than subdivision
- ✓ 1. Property description.
 - ✓ 2. Site plan.
 - ✓ 3. Title information (deed, title commitment, contract with title commitment, or title search).

INFORMATION:

1. Project name HIGHLAND TOWER County OAKLAND
 City/Township/Village SOUTHFIELD Section No. 24
 Type of Development Subdivision Mobile Home Park
 Apartment Complex Other
2. Name of Owner HIGHLAND CONSTRUCTION Phone No. 424-8300
 Address 18620 W. 10 MILE RD. - SOUTHFIELD
 Owner's Representative WILLIAM NOLL Phone No. 424-8300
3. Date Service is Wanted 8-1-77
4. Entire project will be developed at one time YES NO
5. Cable poles on property YES NO
6. Joint easements required YES NO
 - a. Name of other utilities _____
 - b. Other utility engineer names, addresses, phone numbers: _____
7. Part of subdivision is fed from overhead service. YES NO
 Lot No. _____
8. Additional information or comments: _____

NOTE: Trenching letter attached will be submitted later.

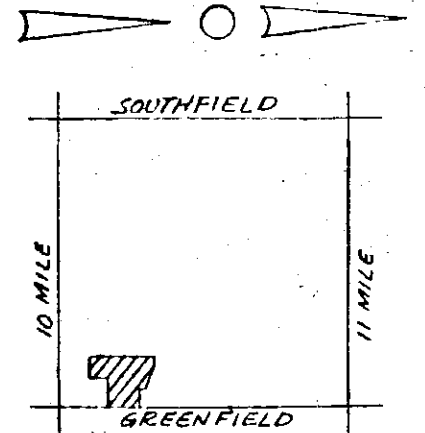
Signed [Signature]
 SERVICE PLANNING DEPARTMENT
 Address 240 O.D.H. Phone 4112

3/14/77



LOCATION SKETCH

U. G. MAP SEC. NOS. SFD. 72



TRANSFORMER SPECS. 1-17-270

PEDESTAL SPEC. R13

NO. OF PEDESTALS _____

- CODE -

- ⊙ TEMPORARY SECONDARY PEDESTAL
- ⊠ DFT (DEAD FRONT TYPE)
- ⊡ UDT (NON-SWITCHING-LIVE FRONT TYPE)
- ⊞ UDT (SWITCHING-LIVE FRONT TYPE)
- DIRECTION OF TRANSFORMER DOOR OPEN
- SECONDARY PEDESTAL
- ▲ SECONDARY TERMINAL
- ⊙ CABLE POLE
- ⊠ PRIMARY SWITCH CABINET
- BURIED PRIMARY CABLE-ALL VOLTAGES
- BURIED SECONDARY CABLE
- BURIED SECONDARY SERVICE CABLE
- DETROIT EDISON TRENCH ONLY
- TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT

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.

CABLE SUMMARY

ITEM#	#OPCN X 3 15 KV	713-3065-	<u>320'</u>
ITEM#	AP2-350M & 1-4/0 600 V.	713-0637-	
ITEM#	AP2-2/0 & 1-#1 600 V.	713-0614-	
SERVICE ITEM#	500M X 4 CU. 600 V.	713-0428-	<u>260'</u>

TRENCH SUMMARY

JOINT USE	NONE
D. E. ONLY	
TEL. ONLY	
TOTAL	

SITE SUPT. ED DOBEK
PHONE NO. 357-3770

- GENERAL NOTES -

TRENCHING TO BE DONE BY CONTRACTOR
TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
SEE DRAWING UI-1-2369 FOR TRANS. MAT. DETAILS.
SEE PAGE 3-2-11 (S.I.M.) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY)
SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUB'DS ONLY).
D.E. SERVICE PLANNER: KOHN BAUM 645-4112
TEL. CO.: _____

CONTACT "MISS DIG" (6477-344) BEFORE DOING ANY EXCAVATION.
EASEMENTS INDICATED BY OUR CENTERLINES ARE (6') SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.
NOTIFICATION ONLY
PERMITS REQUIRED
CITY OF SOUTHFIELD

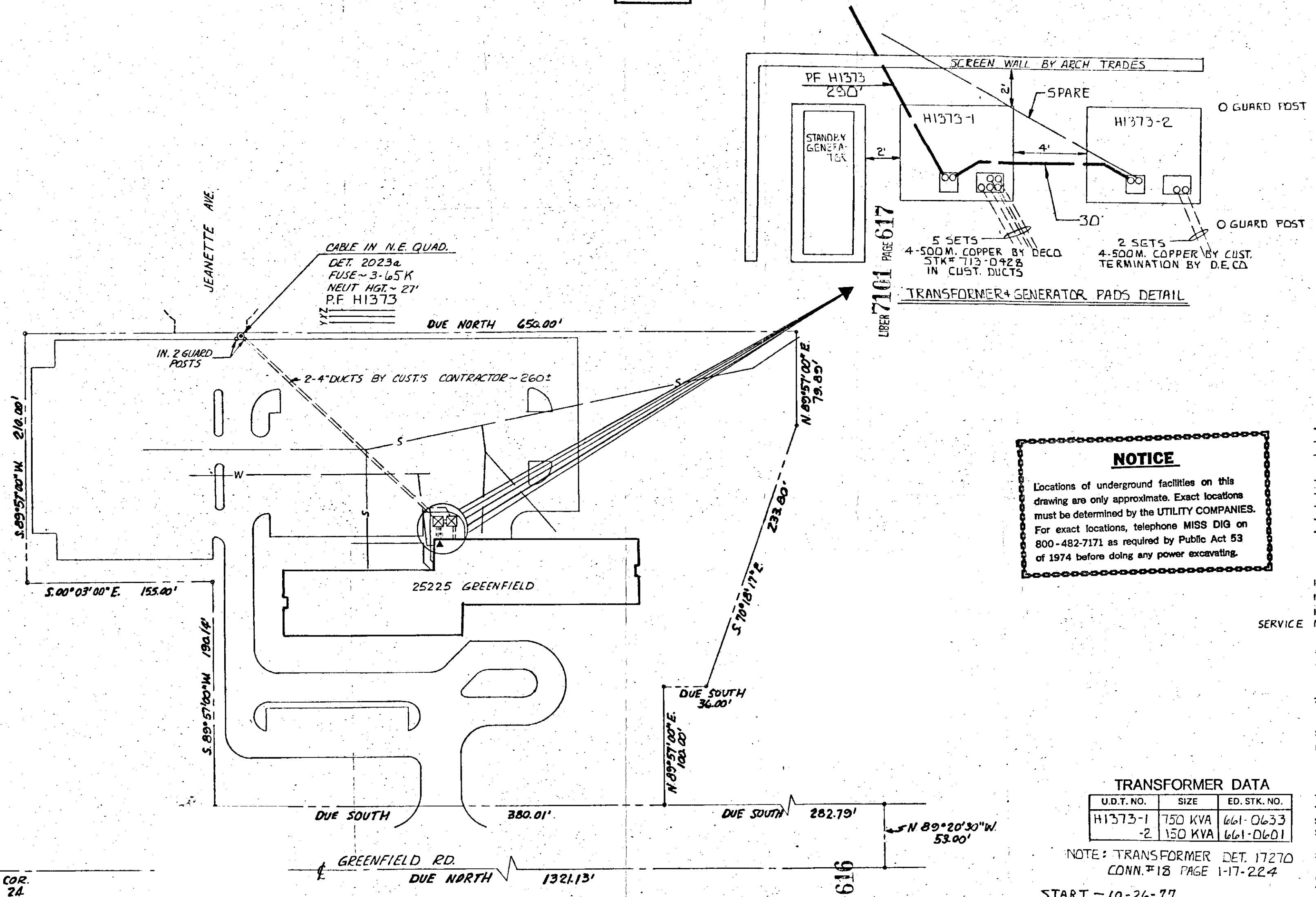
TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. STK. NO.
H1373-1	150 KVA	661-0633
-2	150 KVA	661-0601

NOTE: TRANSFORMER DET. 17270
CONN. #18 PAGE 1-17-224

START - 10-26-77
FINISH - 11-4-77
FOREMAN - A. Mc GUNN
LABOR - D.E.C.O.

START DATE 12-17-77



LIBER 7101 PAGE 617

LIBER 7101 PAGE 616

D REVISION			C REVISION			B REVISION			A REVISION			REFERENCE	DRAWN BY	NAME	DATE	JOB TITLE	THE DETROIT EDISON COMPANY		
SCALE	NUMBER OF UNITS	WORK ORDER NUMBER																	
"AS INSTALLED IN FIELD"												D. STORK	3-23-77	HIGHLAND TOWER	1" = 50'	275	367B4J349		
C. Floyd												J. BAUM	9-22-77	S.E. 1/4 SEC. 24	LATEST REVISION	DISTRIBUTION CIRCUIT	8272 NORTHLAND ~ 13.2KV.		
												J. BAUM	9-22-77		A				
												J. BAUM	9-27-77		DEPT. ORDER NUMBER		A-64994		
															CITY OF SOUTHFIELD	OAKLAND CO.	SHEET 1 OF 1 SHEETS		