

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 15th day of November, 1971, by and between the undersigned Owners and 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, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

W I T N E S S E T H:

WHEREAS, Owners are erecting apartments known as LAKEWOODE PARKHOMES, INC., on land in the City of Novi, County of Oakland, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

(1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

(2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.

(3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing.

(5) Easements herein granted are subject to the following restrictions:

- a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- b. Owners will place survey stakes indicating building plot lines and property lines before trenching.

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

RECORDED RIGHT OF WAY NO. 31650

1971 DEC 21 PM 10 07
 RECORDED
 OAKLAND COUNTY MICHIGAN
 REGISTER OF DEEDS RECORDS

15 81

CLERK LYNN D. ALLEN REGISTER OF DEEDS

- 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 BELL 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 BELL or 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:

Hazel L. Brandau
Hazel L. Brandau

Irene C. Kata
IRENE C. KATA

Linda M. Loffman
LINDA M. LOFFMAN

Marsha Pavelka
Marsha Pavelka

DE FORM LE 11 1-71 CS

Sharon A. Kasunic
Sharon A. Kasunic

Alice Jankowski
Alice Jankowski

THE DETROIT EDISON COMPANY

By W. C. Arnold
W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.

By Evelyn Lehman
Evelyn Lehman Assistant Secretary

MICHIGAN BELL TELEPHONE COMPANY

By Phillip G. Hilzinger
Phillip G. Hilzinger, Area Engineer
(Authorized Signature)

By _____

-2-

LAKEMOORE PARKHOMES, INC.
a Michigan corporation

By John I. Ledson
John I. Ledson, President

By R. R. Dolson
R. R. Dolson, Vice President

RECORDED RIGHT OF WAY NO. 31650

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 8th day of December, 1971, before me the subscriber,
a Notary Public in and for said County, appeared W. C. Arnold and
Evelyn Lehman, to me personally known, who being by me duly sworn
did say they are the Director, RE & R/W Dept. and an Assistant Secretary
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
W. C. Arnold and Evelyn Lehman acknowledged said
instrument to be the free act and deed of said corporation.

Irene C. Kala
IRENE C. KALA
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 14th day of December, 1971, before me the subscriber,
a Notary Public in and for said County, appeared Phillip G. Hilzinger
to me personally known, who being by me duly sworn did say that he is the ~~State~~
Area Engineer
~~Supervisor of Right of Way~~ authorized by and for MICHIGAN BELL TELEPHONE COMPANY,
a Michigan corporation, and that said instrument was signed in behalf of said cor-
poration, by authority of its Board of Directors, and Phillip G. Hilzinger
acknowledged said instrument to be the free act and deed of said corporation.

Melford Hartman
Notary Public, Oakland County, Michigan

My Commission Expires: _____

PREPARED BY: Robert W. Boelio
2000 Second Avenue
Detroit, Michigan 48226

MELFORD HARTMAN
Notary Public, Wayne County, Michigan
Acting In Oakland County
My Commission Expires Sept. 15, 1975

1971 JUN 16 PM 3:11

31650

RETURN TO: ~~James C. Wetzel~~
~~2000 Second Avenue - Rm. 226~~
~~Detroit, Michigan 48226~~

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 15th day of November, 1971, before me the subscriber,
a Notary Public in and for said County, appeared John J. Tedesco and
R. R. Dolson, to me personally known, who being by me duly sworn
did say that they are the President and Vice President of LAKEWOOD
PARKHOMES, INC., a Michigan corporation, and that said instrument was signed in
behalf of said corporation, by authority of its Board of Directors, and said
John J. Tedesco and R. R. Dolson acknowledged said instrument
to be the free act and deed of said corporation.

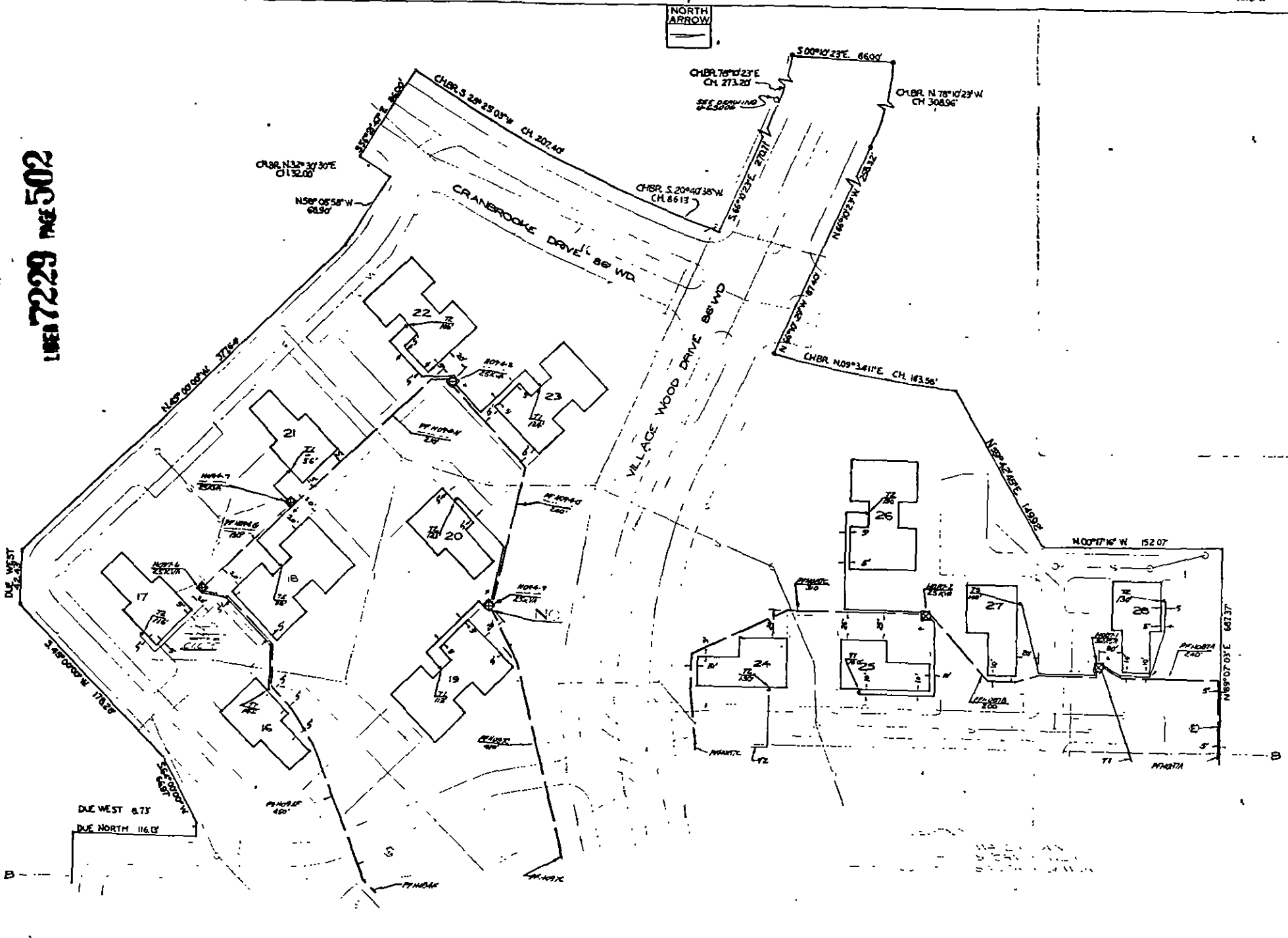
June Goldberg
Notary Public, Oakland County, Michigan
My Commission Expires: August 25, 1973

APPENDIX "A"

A part of the southeast 1/4 of Section 25, T.1N., R.8E., City of Novi, Oakland County, Michigan, described as beginning at a point on the east line of said Section 25, S. 00°29'17" E. 383.30 feet from the east 1/4 corner of said Section 25, thence continuing along said east line of Section 25, S. 00°29'17" E. 321.60 feet; thence S. 89°30'43" W. 683.04 feet, thence S. 00°24'59" E. 287.14 feet; thence S. 89°30'43" W. 427.16 feet; thence due north 116.13 feet; thence due West 8.73 feet; thence S. 64°00'00" W. 66.97 feet; thence S. 45°00'00" W. 178.28 feet; thence due west 42.43 feet; thence N. 45°00'00" W. 377.64 feet; thence N. 58°08'58" W. 68.90 feet; thence along the arc of a curve to the right, radius 1225.35 feet, central angle 01°45'48", chord bearing S. 32°45'19" W., chord length 37.71 feet, a distance of 37.71 feet; thence N. 56°21'47" W. 86.00 feet, thence along the arc of a curve to the left, radius 1139.35 feet; central angle 10°26'40", chord bearing N. 28°25'03" E., chord length 207.40 feet; a distance of 207.69 feet; thence along the arc of a curve to the left radius 981.37 feet, central angle of 05°01'49", chord bearing N. 20°40'38.5" E., chord length 86.13 feet, a distance of 86.16 feet; thence N. 66°10'23" W. 270.71 feet; thence along the arc of a curve to the left, radius 657.00 feet; central angle 24°00'00", chord bearing N. 78°10'23" W., chord length 273.20 feet, a distance of 275.20 feet; thence N. 00°10'23" W. 86.00 feet; thence along the arc of a curve to the right, radius 743.00 feet, central angle 24°00'00", chord bearing S. 78°10'23" E., chord length 308.96 feet, a distance of 311.23 feet; thence S. 66°10'23" E. 345.72 feet; thence along the arc of a curve to the left, radius 1067.38 feet; central angle 08°47'21", chord bearing N. 09°34'11" E., chord length 163.58 feet, a distance of 163.74 feet; thence N. 59°42'45" E. 149.92 feet; thence N. 00°17'16.5" W. 152.07 feet to the east and west 1/4 line of said Section 25; thence along said east and west 1/4 line N. 89°07'01" E. 687.37 feet; thence S. 00°21'43" E. 383.30 feet; thence N. 89°07'01" E. 682.30 feet to the point of beginning.
Containing 25.424 Acres more or less.

RECORDED RIGHT OF WAY NO. 31650

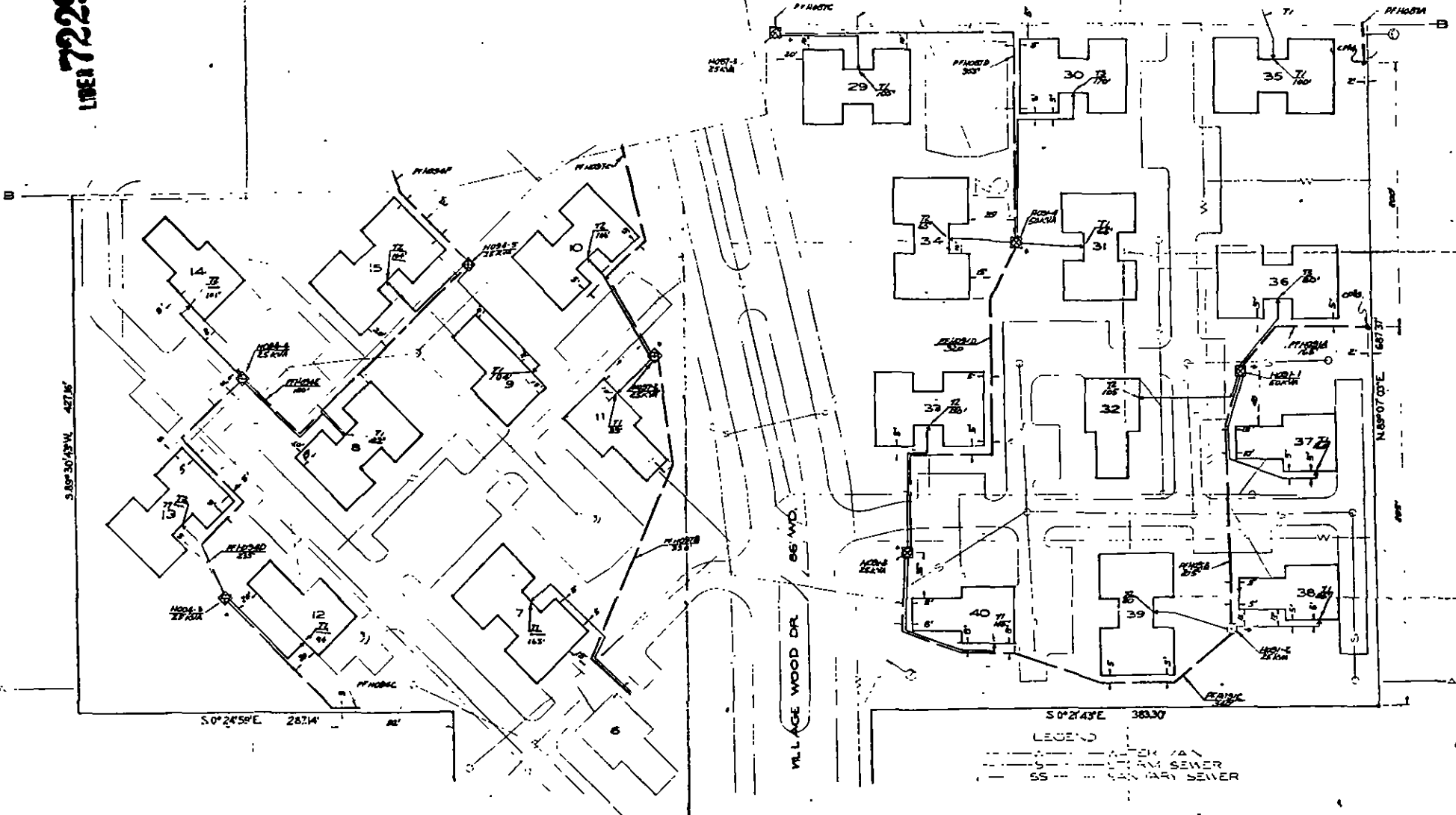
LIBER 7229 PAGE 502



<p>AS INSTALLED IN F.E.C.</p>						<p>LAKEWOOD PARK HOMES PART OF THE SE 1/4 OF SEC 25, T1N, R8E, CITY OF NOVI</p>	<p>U-63085 3 3</p>
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LIBER 7229 PAGE 503

NORTH
ARROW



LEGEND
 --- CONCRETE
 --- CLAY SEWER
 --- PRIMARY SEWER

1/2" S INSTALLED IN FIELDS		LAKEWOOD PARK HOMES PART OF THE SE 1/4 OF SEC 25, T1N, R8E, CITY OF NOV.		THE BIRCHWOOD ENGINEERING COMPANY 1-30
		OAKLAND CO. MICHIGAN		U-23085 2-3

**Detroit
EDISON**

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

June 28, 1978

Kaufman and Broad Homes Inc.
18610 W. 8 Mile Road
Southfield, Michigan 48075

Gentlemen:

Re: LAKEWOODE PARKHOMES

We are enclosing herewith a fully executed copy of the agreement dated November 15, 1971 for the underground electric and communication service for the above named project.

Sincerely,



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

OVR/ls
Enclosures

RECORDED RIGHT OF WAY NO.

3/650

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date **August 2, 1972**

Kaufman and Broad

18610 W. 8 Mile Road

Southfield, Michigan 48075

Regarding Lakewood Parkhomes #2, City of Novi

Gentlemen:

Att: Mr. D. McFullen

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on 2-20-72.

The cost to you for said electric line installation is \$ 13,830.00 based on 6915 trench feet or ----- lot front feet. Extra charges in addition to the above will be \$ ----- as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission, and in the case of Multiple Occupancy buildings are included in the above costs.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

RECORDED RIGHT OF WAY NO. 31650

Page 2
The Detroit Edison Company
Date August 2, 1972

Lakewood Parkhomes #2

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employees, successors and assigns. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Paul J. Cortes
Service Planner
Paul J. Cortes

FJC/lb
ACCEPTED:

Name Donald M. [Signature]
Title Director of Development

Name _____

Title _____

Date 4 August 1972

RECORDED RIGHT OF WAY NO. 31650

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date: August 2, 1972

Kaufman & Broad

18610 W. 8 Mile Road

Southfield, Michigan 48075

Re: Lakewood Parkhomes #2, City of Novi

Gentlemen: **Attn: D. McMillen**

Pursuant to establishing a field construction date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until this is accomplished. In addition, you must agree to pay all frost charges if involved, at a cost not to exceed .75 per linear foot of trench.

Please sign and return three copies of the certificate below. You may retain the fourth copy for your file.

Very truly yours,

Paul J. Carter

~~Paul J. Carter~~
Service Manager

Date
8-2-72

C-E-R-T-I-F-I-C-A-T-E

I/We, the undersigned, hereby certify to The Detroit Edison Company that all grading in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four (4) inches of final grade.

I/We, the undersigned, agree to pay all frost charges if involved, at a price not to exceed that shown above and further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of The Detroit Edison Company underground construction drawing No. U63187 for this development is in my/our possession and will be used for this purpose.

Signed

Donald J. McMillen
Signed

Signed

Director of Development
Title

4 August 1972
Date

RECORDED RIGHT OF WAY NO.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date **February 22, 1972**

Kaufman and Broad

18610 W. Eight Mile Road

Southfield, Michigan 48075

Attention: **R. Carnaghi**

Regarding Lakewood Parkhomes - Phase I, Step II per phone 1-10-72.
City of Novi - Oakland County

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on August 20, 1971.

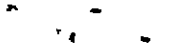
The cost to you for said electric line installation is \$ 6,180.00 based on 3,090 trench feet or 0 lot front feet. Extra charges in addition to the above will be \$ 0 as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission, and in the case of Multiple Occupancy buildings are included in the above costs.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

RECORDED RIGHT OF WAY NO. 31650



Page 2

The Detroit Edison Company

Date February 22, 1972

Lakewood Parkhomes - Phase I, Step II

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,


Service Planner
Sr. Service Planner

RJC/ls

ACCEPTED:

Name

Richard A. Lennighi

Title

Director of Development

Name

Title

Date

February 23, 1972

RECORDED RIGHT OF WAY NO. 31650

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

December 16, 1971

Mr. Richard Carnaghi
Kaufman & Broad
18610 W. Eight Mile Road
Southfield, Michigan 48075

Re: Lakewood Parkhomes, Inc.

Dear Mr. Carnaghi:

We are enclosing herewith a fully executed copy of
the Agreement - Easement - Restrictions for the underground
electric and communication services for the above named project.

Very truly yours,

Robert W. Boelio
Staff Attorney

RWB:mtt

Enclosure

RECORDED RIGHT OF WAY NO. —————

LAW OFFICES OF
BELLINSON, DOCTOROFF & WARTELL

240 NORTH CENTER BUILDING
20700 GREENFIELD ROAD
DETROIT, MICHIGAN 48237

LEONARD E. BELLINSON
MARTIN M. DOCTOROFF
C. ROBERT WARTELL
MARTIN KROHNER

313-564-5440
313-544-0400

November 24, 1971

Robert W. Boelio
Staff Attorney
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Re: Lakewoode Parkhomes, Inc.

Dear Bob:


Reference is made to my letter of October 12, 1971, concerning the above matter. As I advised you at that time, Lakewoode Parkhomes, Inc. was purchasing the subject property from parties by the name of Tiernan and Christensen. Lakewoode Parkhomes, Inc. has acquired the entire interest of Tiernan in the subject property; therefore it will not be necessary to obtain the execution of any easements by Mr. and Mrs. Tiernan.

I enclose herewith copies of said easements executed by Mr. and Mrs. Roger W. Christensen and Mr. and Mrs. Howard M. Christensen. Upon your receipt of the enclosed, plus the execution by Lakewoode Parkhomes, Inc. of the necessary instruments, you will have received easements executed by all parties having an interest in the subject property.

Thank you for your cooperation in this matter.

Very truly yours,

BELLINSON, DOCTOROFF & WARTELL


C. Robert Wartell

CRW/mcb
Enclosures

cc: Mr. Richard Carnaghi

RECORDED RIGHT OF WAY NO.

31650

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

TO Engineering Coordinator Supervisors DATE 11-26-71 TIME _____

Bldg. H - Room 250 W.S.C.

RE: Underground Service - Lakewood Parkhomes, Inc., Novi, Oakland County
Agreements and Easements obtained - OK to proceed with construction.

COPIES TO P. Cortes - Pontiac Service Center

SIGNED Robert W. Boelio
Staff Attorney

REPORT File

DATE RETURNED _____ TIME _____ SIGNED _____

LAW OFFICES OF
BELLINSON, DOCTOROFF & WARTELL

240 NORTH CENTER BUILDING
20700 GREENFIELD ROAD
DETROIT, MICHIGAN 48237

LEONARD E. BELLINSON
MARTIN M. DOCTOROFF
C. ROBERT WARTELL
MARTIN KROHNER

313 564-5440
313 544-0400

November 16, 1971

Mr. Richard Carnaghi
Kaufman and Broad Homes, Inc.
18610 West Eight Mile Road
Southfield, Michigan 48075

Re: Lakewoode Parkhomes, Inc. - Detroit Edison

Dear Dick:

I enclose herewith original and three copies of Easement Agreement relative to the above matter. I talked to Mr. Boelio, and the reason for re-executing the agreements is that the previous agreements were for a subdivision and not a condominium project.

Please have the enclosed executed by the appropriate officers and return them to me and I will see that they get to Mr. Boelio.

Very truly yours,

BELLINSON, DOCTOROFF & WARTELL



C. Robert Wartell

CRW/mcb

Enclosures

RECORDED RIGHT OF WAY NO. 31650

Send to: Stephen A. McNamee
226 G. O.

APARTMENT PROJECTS - UNDERGROUND SERVICE

- Name of Project LAKE WOODS PARKHOMES
- Name of Developer KAUFMAN & BROAD
- Address 18610 W 8 MILE - SOUTHFIELD - 48075
- Phone 442-5760 - (RICHARD CARNAGHI)
3. Description of Property (please attach description) ATTACHED
4. metering?
5. When is service wanted? 11-1-71
6. Will entire project be developed at one time? YES 2 PHASES
7. Single Phase 120/240 SQ ? Three Phase _____
8. Cable poles on property YES ?
9. Customer service cable DE. SERU LATERALS?
10. Do we furnish trenching? YES
11. Are easements all joint with Bell? YES
12. Do we need additional easement drawings from Bell? _____
13. Bell Engineer RAY BLEBEAU Phone 427-9950
~~JERRY BECKER~~
14. Sales Representative P. CORTES Phone 75 236

RECORDED RIGHT OF WAY NO. 31650

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date: October 27, 1971

Kaufman & Broad Homes Inc.
18610 W. 8 Mile Rd.
Southfield, Michigan 48075

Re: Lakewoode Parkhomes, Phase I S-E-P-T
Novi City, Oakland County

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on 8-20-71.

The total cost to you for said electric line installation is \$ 5,400.00 based on 2,700 trench feet or ----- lot front feet calculated at rates as filed with the Michigan Public Service Commission and as shown in our current Rate Book for this type of development. We will require full payment of these charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission, and in the case of Multiple Occupancy buildings are included in the above costs.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock or frozen ground are encountered, and you require us to trench through, additional charges will be assessed and billed at a later date.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

ACCEPTED:

Name Richard G. Conroy
Title Director of Development
Date 1 November 1971

Very truly yours,
Paul Cortes
Service Planner
Paul Cortes

Revised 6-24-71

E 1180

RECORDED
RIGHT OF WAY NO. 31650

LAW OFFICES OF
BELLINSON, DOCTOROFF & WARTELL

240 NORTH CENTER BUILDING
20700 GREENFIELD ROAD
DETROIT, MICHIGAN 48217

LEONARD E. BELLINSON
MARTIN M. DOCTOROFF
C. ROBERT WARTELL
MARTIN KROHNER

313 564 5440
313 544-0400

October 12, 1971

Robert W. Boelio
Staff Attorney
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Re: Lakewood Parkhomes, Inc.

Dear Mr. Boelio:

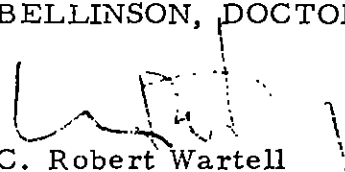
Pursuant to our recent telephone conversation I return herewith original and two copies of Agreement - Easement - Restrictions with reference to the above matter. You will note that Lakewood Parkhomes, Inc. has executed each of the enclosed Agreements.

I also enclose herewith copy of title work covering the subject property which discloses that Lakewood Parkhomes, Inc., formerly known as Oakwood Homes, Inc., is purchasing said property on recorded land contracts from parties by the names of Tiernan and Christensen. As I advised you by phone, I will endeavor as quickly as possible to obtain execution by the fee title owners of copies of the enclosed Agreement. As I further advised you, the fee title owners recited are all over the State of Michigan, and while I will attempt to get their signatures promptly, I honestly believe that it will take me some time.

I appreciate your cooperation in proceeding relative to the installation of the utilities for the subject property on the basis we have agreed to.

Very truly yours,

BELLINSON, DOCTOROFF & WARTELL


C. Robert Wartell

CRW/mcb
Enclosures
cc: Mr. Richard Carnaghi

RECORDED RIGHT OF WAY NO.

31650

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 1, 1971

Mr. Richard Carnaghi
18610 W. Eight Mile Road
Southfield, Michigan 48075

Re: Lakewoods Parkhomes

Dear Mr. Carnaghi:

Enclosed is the original and three copies of the Agreement-Easement-Restrictions for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth 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. 9 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:

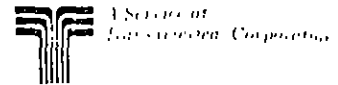
Robert W. Boelio, Room 226, 2000 Second Avenue,
Detroit, Michigan 48226 (phone number 962-2100, extension 2135).

Very truly yours,

Robert W. Boelio
Staff Attorney

:lhd
Enclosures

PROCESSED BY THE DETROIT EDISON COMPANY
3/650



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Transamerica Title Insurance Co

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

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

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate ninety (90) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned below by a validating officer or authorized signatory.

In Witness Whereof, Trans-america Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Transamerica Title Insurance Company

By *David L. Leart* President.

Attest *Julia* Secretary

Countersigned:
By *[Signature]* Authorized Signature

RECORDED RIGHT OF WAY NO. 51050

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES

FOR ALL MORTGAGE POLICIES:

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

FOR ALTA MORTGAGE POLICIES WITHOUT EXCEPTIONS:

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

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

PROVISIONS APPLICABLE TO ALL POLICIES

If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject land which may arise after the date hereof and which have not been eliminated to the satisfaction of the Company. This commitment is subject to the terms, provisions, conditions and stipulations of the form of policy applied for by the respective applicants. Owner's Policies and Mortgage Policies With Exceptions will be issued with the standard exceptions set forth below.

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

EXCLUSIONS FROM COVERAGE OF ALL POLICIES

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.

EXCLUSIONS FROM COVERAGE APPEARING ONLY IN MORTGAGE POLICIES

1. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or right thereto).
2. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.
3. Usury, or any consumer credit protection or truth in lending law.

CONTINUED ON INSIDE BACK COVER

31650

Prepared for: Kaufman & Broad

Your Ref:

SCHEDULE A

1. Effective date: September 27, 1971 @ 8:00 A.M. Commitment No. 804200
2. Policy or Policies to be issued: Amount
- (a) Michigan Region ALTA Owner's Policy - Form B - 1970 \$ 1,000.00
- Proposed Insured:
Lakewoode Parkhomes, Inc., a Michigan Corporation.
- (b) Michigan Region ALTA Loan Policy, without exceptions - 1970 \$ _____
- Michigan Region ALTA Loan Policy, with exceptions - 1970 \$ _____
- Proposed Insured:

3. Title to fee simple estate or interest in said land is at the effective date hereof vested in:

(SEE ATTACHED SCHEDULE A CONTINUED - PAGE 1)

4. The land referred to in this Commitment is located in the _____ County of _____, State of Michigan, and described as follows:

(SEE ATTACHED SCHEDULE A CONTINUED - PAGE 2)

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SCHEDULE A—(Continued) Page 1

3. Title to fee simple estate or interest in said land is at the effective date hereof vested in:

August V. Tiernan and Ella J. Tiernan, his wife, as to Part of the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 25, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as: Beginning at the Southeast corner of Section 25; thence due North 584.0 feet for a point of beginning; thence continuing due North along the East line of said section, 653.05 feet to a point; thence due West 684.7 feet to a point; thence South 0 degrees 08 minutes West, 661.45 feet to a point; thence North 89 degrees 18 minutes East, 686.1 feet to the point of beginning. Excepting therefrom that part thereof included in Haggerty Road, and as to the North 5 acres and the South 5 acres of the following described parcel: Part of the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 25, Town 1 North, Range 8 East, described as follows: Beginning at a point in the East line of said Section 25, distant North 1,237.05 feet from the Southeast corner thereof; thence continuing North along said East line a distance of 996.8 feet to a point; thence due West 682.3 feet to a point; thence South 0 degrees 8 minutes West, 996.8 feet to a point; thence due East 684.7 feet to the point of beginning. Excepting therefrom that part thereof included in Haggerty Road.

Howard M. Christensen, an undivided 1/2 interest and Roger W. Christensen, an undivided 1/2 interest, as to the West 3/4 of the Southeast 1/4, except the East 372.97 feet of the South 430 feet, of Section 25, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, excepting that part thereof included in Nine Mile Road, and excepting part of the Southeast 1/4 of Section 25 described as beginning at the center of said Section and proceeding North 89 degrees 07 minutes 01 seconds, East along the East and West 1/4 line 60.0 feet; thence South 00 degrees 10 minutes 23 seconds, East 42.44 feet; thence North 89 degrees 49 minutes 37 seconds, East 455.00 feet; thence South 00 degrees 10 minutes 23 seconds, East 125.00 feet; thence North 89 degrees 49 minutes 37 seconds, East 78.64 feet; thence South 00 degrees 10 minutes 23 seconds, East 216.00 feet; thence South 33 degrees 16 minutes 46 seconds West 221.57 feet; thence South 20 degrees 40 minutes 22 seconds West 253.00 feet; thence along a curve to the left, radius 325.00 feet, chord bearing North 79 degrees 00 minutes 39 seconds West chord 109.34 feet, central angle 19 degrees 22 minutes 03 seconds a distance of 109.86 feet; thence North 88 degrees 41 minutes 41 seconds West 195.00 feet; thence South 01 degrees 18 minutes 19 seconds, West 331.71 feet; thence South 06 degrees 48 minutes 31 seconds, East 75.15 feet; thence South 81 degrees 41 minutes 25 seconds, West 80.71 feet; thence North 00 degrees 08 minutes 54 seconds West along the North and South 1/4 line 1195.47 feet to point of beginning.

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Part of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan beginning at a point distant South 00 degrees 29 minutes 17 seconds East, along the East line of said Section 25; 383.36 feet and South 89 degrees 07 minutes 01 seconds West, 60 feet from the East 1/4 corner of said Section 25; thence South 00 degrees 29 minutes 17 seconds East, 321.19 feet; thence South 89 degrees 30 minutes 43 seconds West, 623.04 feet; thence South 00 degrees 21 minutes 00 seconds East, 372.14 feet; thence North 89 degrees 30 minutes 43 seconds East, 623.93 feet; thence South 00 degrees 29 minutes 17 seconds East, 972.04 feet; thence South 88 degrees 49 minutes 29 seconds West, 626.10 feet; thence South 00 degrees 21 minutes 17 seconds East, 150.48 feet; thence South 89 degrees 07 minutes 10 seconds West, 372.97 feet; thence South 00 degrees 21 minutes 17 seconds East, 370.00 feet; thence South 89 degrees 07 minutes 10 seconds West, 1465.45 feet; thence North 01 degrees 09 minutes 07 seconds West, 862.78 feet; thence North 07 degrees 07 minutes 49 seconds West, 89.64 feet; thence North 11 degrees 21 minutes 02 seconds West, 99.63 feet; thence North 18 degrees 49 minutes 57 seconds West, 97.89 feet; thence North 19 degrees 40 minutes 10 seconds West, 89.00 feet; thence North 17 degrees 35 minutes 17 seconds West, 82.54 feet; thence North 11 degrees 26 minutes 09 seconds West, 82.34 feet; thence North 06 degrees 48 minutes 31 seconds West, 75.15 feet, thence North 01 degrees 18 minutes 19 seconds East, 331.71 feet; thence South 88 degrees 41 minutes 41 seconds East, 195.00 feet; thence along the arc of a curve to the right, radius 325 feet, central angle 19 degrees 22 minutes 03 seconds, chord 109.34 feet, chord bearing South 79 degrees 00 minutes 39 seconds East, a distance of 109.86 feet; thence North 20 degrees 40 minutes 22 seconds East, 253.00 feet; thence North 33 degrees 16 minutes 46 seconds East, 221.57 feet; thence North 00 degrees 10 minutes 23 seconds West, 216.00 feet; thence along the arc of a curve to the right, radius 743.00 feet, central angle 24 degrees 00 minutes 00 seconds, chord 308.96 feet, chord bearing South 78 degrees 10 minutes 23 seconds East, a distance of 311.23 feet; thence South 66 degrees 10 minutes 23 seconds East, 258.32 feet; thence South 66 degrees 10 minutes 29 seconds East, 87.40 feet; thence along the arc of curve to the left, radius 163.74 feet, central angle 08 degrees 47 minutes 21 seconds, chord 163.58 feet; chord bearing North 09 degrees 34 minutes 11 seconds East, a distance of 163.74 feet; thence North 59 degrees 42 minutes 45 seconds East, 149.92 feet; thence North 00 degrees 17 minutes 16.5 seconds West, 152.07 feet; to the East and West 1/4 line said Section 25, thence North 89 degrees 07 minutes 01 seconds East, along said East and West 1/4 line 687.37 feet; thence South 00 degrees 21 minutes 43 seconds East, 383.30 feet; thence North 89 degrees 07 minutes 01 seconds East, 622.30 feet to the point of beginning, and containing 115.937 acres, more or less.

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SCHEDULE B

I. Requirements. The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Standard requirements set forth on inside back cover.
3. Deed from August V. Tiernan and Ella J. Tiernan, his wife to Lakewood Park Homes, Inc., a Michigan Corporation, formerly known as Oakbrook Homes, Inc., a Michigan Corporation, as to part of the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 25, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as: Beginning at the Southeast corner of Section 25; thence due North 584.0 feet for a point of beginning; thence continuing due North along the East line of said section, 653.05 feet to a point; thence due West 684.7 feet to a point; thence South 0 degrees 08 minutes West, 661.45 feet to a point; thence North 89 degrees 18 minutes East, 686.1 feet to the point of beginning. Excepting therefrom that part thereof included in Haggerty Road, and as to the North 5 acres and the South 5 acres of the following described parcel: Part of the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 25, Town 1 North, Range 8 East, described as follows: Beginning at a point in the East line of said Section 25, distant North 1,237.05 feet from the Southeast corner thereof; thence continuing North along said East line a distance of 996.8 feet to a point; thence due West 682.3 feet to a point; thence South 0 degrees 8 minutes West, 996.8 feet to a point; thence due East 684.7 feet the point of beginning. Excepting therefrom that part thereof included in Haggerty Road, in fulfillment of land contract recorded in Liber 5377, Page 170.
4. Deed from Howard M. Christensen and Roger W. Christensen, and wives if any, to Lakewood Park Homes, Inc., a Michigan Corporation, formerly known as Oakbrook Homes, Inc., a Michigan Corporation, as to the West 3/4 of the Southeast 1/4, except the East 372.97 feet of the South 430 feet, of Section 25, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, excepting that part thereof included in Nine Mile Road, and except a part of the Southeast 1/4 of Section 25 described as beginning at the center of said Section and proceeding North 89 degrees 07 minutes 01 seconds, East along the East and West 1/4 line 60.0 feet; thence South 0 degrees 10 minutes 23 seconds, East 42.44 feet;

(SEE ATTACHED RIDER)

II. Exceptions. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard exceptions set forth on inside back cover.

(SEE ATTACHED SCHEDULE B CONTINUED - PAGE 1)

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SCHEDULE B - (Continued)

I. Requirements

thence North 89 degrees 49 minutes 37 seconds, East 455.00 feet; thence South 00 degrees 10 minutes 23 seconds, East 125.00 feet; thence North 89 degrees 49 minutes 37 seconds, East 78.64 feet; thence South 00 degrees 10 minutes 23 seconds, East 216.00 feet; thence South 33 degrees 16 minutes 46 seconds West 221.57 feet; thence South 20 degrees 40 minutes 22 seconds West 253.00 feet; thence along a curve to the left, radius 325.00 feet, chord bearing North 79 degrees 00 minutes 39 seconds West chord 109.34 feet, central angle 19 degrees 22 minutes 03 seconds a distance of 109.86 feet; thence North 88 degrees 41 minutes West 195.00 feet; thence South 01 degrees 18 minutes 19 seconds, West 331.71 feet; thence South 06 degrees 48 minutes 31 seconds, East 75.15 feet; thence South 81 degrees 41 minutes 25 seconds, West 80.71 feet; thence North 00 degrees 08 minutes 54 seconds West along the North and South 1/4 line 1195.47 feet to point of beginning, in fulfillment of land contract recorded in Liber 5328, Page 480.

5. Taxes: 1970 County, paid in the amount of \$8,624.58.
1971 City, paid in the amount of \$2,233.14 as to the parcel which is assessed as the West 3/4 of the Southeast 1/4 of Section 25, except the East 372.90 feet of the South 430 feet.

1970 County, paid in the amount of \$653.70.
1971 City, paid in the amount of \$130.66 as to the parcel which is assessed as the South 1237.50 feet of the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 25, except the South 584 feet.

1970 County, paid in the amount of \$1518.26.
1971 City, paid in the amount of \$297.57 as to the parcel which is assessed as beginning at a point due North 1237.5 feet from the Southeast corner of Section 25; thence continuing North 996.8 feet; thence West 682.3 feet; thence South 0 degrees 0 minutes 8 seconds West 996.8 feet; thence East 684.7 feet to the point of beginning.

6. Record Lakewood Park Homes Condominium Master Deed.

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II. Exceptions

3. Right of Way granted to The Buckeye Pipe Line Company, an Ohio Corporation, over and through the Westerly 15 feet of the Easterly 48 feet of the following described parcel of land: Part of the Southeast 1/4 of Section 25, City of Novi, described as beginning at a point distant North 1237.5 feet from the Southeast corner; thence North 996.2 feet; thence West 682.3 feet; thence South 0 degrees 0 minutes 08 seconds, West 996.8 feet; thence East 684.7 feet to the point of beginning, by instrument recorded on October 14, 1958 in Liber 3884, Page 778, and re-recorded on December 2, 1958 in Liber 3903, Page 788.

4. Right of Way granted to The Buckeye Pipe Line Company, an Ohio Corporation, over and through the Westerly 15 feet of the Easterly 48 feet of the following described parcel of land: Part of the Southeast 1/4 of Section 25, City of Novi, described as the East 1/2 of the East 1/2 of the Southeast 1/4, except the West 379.5 feet of the South 330 feet, also except the North 383.3 feet, except beginning at a point distant North 1237.5 feet from Southeast section corner, thence North 996.88 feet; thence West 682.3 feet; thence South 0 degrees 0 minutes 8 seconds West 996.8 feet; thence East 684.7 feet to point of beginning, by instrument recorded on October 14, 1958 in Liber 3884, Page 382, and re-recorded on December 2, 1958 in Liber 3903, Page 786.

5. Right of Way granted to The Buckeye Pipe Line Company, an Ohio Corporation over and through the Westerly 27 feet of the Easterly 60 feet of the following described parcel of land: Part of the Southeast 1/4 of Section 25, City of Novi, described as the East 1/2 of the East 1/2 of Southeast 1/4, excluding the Westerly 379.5 feet of South 330 feet, also excluding North 383.3 feet also excluding beginning at a point distant North 1237.5 feet from Southeast section corner, thence North 996.8 feet, thence West 682.3 feet, thence South 0 degrees 0 minutes 08 seconds West 996.8 feet, thence East 684.7 feet to beginning, by instrument recorded on April 15, 1964 in Liber 4558, Page 745.

6. Right of Way granted to The Buckeye Pipe Line Company, an Ohio Corporation over and through the Westerly 27 feet of the Easterly 60 feet of the following described parcel of land: Part of the Southeast 1/4 of Section 25, City of Novi, described as beginning at a point distant North 1237.5 feet from Southeast section corner, thence North 996.8 feet; thence West 682.3 feet, thence South 0 degrees 0 minutes 08 seconds West 996.8 feet; thence East 684.7 feet to the point of beginning, by instrument recorded on April 15, 1964 in Liber 4558, Page 746.

7. Rights of co-owners of Lakewood Parkhomes Condominium in general common elements and limited common elements, as set forth in Master Deed to be recorded in Liber _____ Page _____ Through _____, Oakland County Records, and as described in Act 229 of the Public Acts of 1963 as amended, and all of the terms and conditions, regulations, restrictions, easements and other matters set forth in the above described Master Deed and statute.

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EXCLUSION FROM COVERAGE APPEARING ONLY IN OWNER'S POLICIES

Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured here-under; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

STANDARD EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

OWNER'S POLICIES:

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

MORTGAGE POLICIES WITH EXCEPTIONS:

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

CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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