Defroit **Edison**

Real Estate and Rights of Way Overhead Right of Way Agreement

87174463

7-21-For good and valuable consideration of system betterment, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan hereinafter referred to as "EDISON," the right to construct, reconstruct, modify, add to, operate and maintain overhead line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories required to provide electric service in, upon, over and across property located in the _ City , State of Michigan, further described as , County of Novi 0akland follows: A part of the SE 1/4 of Section 36, T1N., R8E., more particularly described as commencing at the E 1/4 corner of said Section 36; th S 87°27'27" W 1005.88 ft. along the E and W 1/4 line of said Section 36 to the point of beginning: th S 02°32'33" E, 524.99 ft.: th S 87°27'27" W. 74.01 ft.; th 364.73 ft., along a curve to the left, said curve having a radius of 230.00 ft., a central angle of 90°51'31" and a chord bearing and distance of S 42°01'42" W 327.70 ft.; th N 03°24'04" W 54.97 ft.; th S 86°35'56" W 430.00 ft.; N 03°24'04" W 710.00 ft. to the E and W 1/4 line of said Sec. 36; th N 87°27'27" E RECORDED RIGHT OF WAY NO 745.40 ft., along the E and W 1/4 line of said Section 36, to the point of beginning. A#36 REG DEEDS PAID 0001 SEP.15/87 02:125# 6763 MISC 11.90 SIDWELL 12-36-400-014 The route of the line facilities is described as follows: In a northerly and southerly direction across said land along and adjacent to a line 2 feet east of the west property line. Twelve (12') The right of way is _ __ feet in width The rights hereby granted include the right of access to and from the right of way and the right to trim, cut down or otherwise control brush and trees within the right of way or on property adjoining the right of way which in the opinion of EDISON interferes with the construction or operation of the line facilities. It is expressly understood and agreed that EDISON shall, at no time, trim or cut down any trees unless, in EDISON'S opinion, it is absolutely necessary to do so. EDISON shall restore premises to its original condition or as near as can be in the event of damages caused by its employes, contractors, vehicles and equipment entering premises for the purposes set forth herein. No buildings or structures are to be placed within said right of way herein granted without consent of the GRANTEE. This grant is declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s) on the date of this agreement. **Grantors:** Hewlett-Packard Company California Corporation LEGAL DEPARTMENT Address: Prepared by: Stuart R. Chipman The Detroit Edison Company 1501 Page Mill Road

30400 Telegraph Road, #264 birmingham, MI 48010

Palo Alto, CA 94304

Acknowledgement - Corporation

State of Michigan	
County of OAKLAND) SS.	-
On this 21st day of Tuly, acknowledged before me, a notary public	19 <u>f7</u> , the foregoing instrument was in and for said county, by <u>TACK N. NANRY</u>
whose title(c) is/a General Me	
of HOWLETT PACKARD	, a <u>ealizornia</u> corporation, on
behalf of the corporation.	
My Commission Expires: 2-5-1990	Steart R. Chipman STUART R. CHIPMAN County, Michigan My Commission Expires Esta E 1999

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06002

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: ORCHARD HILL PLACE, a Michigan co-partnership whose address is Garrison Place West, Suite G-18, 19855 West Outer Drive, Dearborn, Michigan 48124, CONVEYS AND WARRANTS to

premises situated in the City of Novi, County of Cakland and State of Michigan, to-wit:

A part of the Southeast 1/4 of Section 36, Town 1 North, Range 8 East, Michigan. more particularly ky, Michigan, more particularly described as commencing at the Exist 1/4 corner of said Section 36; thence South 87 degrees 27 minutes 27 seconds West 1005.88 feet along the East and West 1/4 line of said Section 36, to the point of beginning; thence South 2 degrees 32 minutes 33 seconds East, 524.99 feet; thence South 87 degrees 27 minutes 27 seconds West, 74.01 feet; thence 364.73 feet, along a curve to the left, said curve having a radius of 230.00 feet, a central angle of 90 degrees 51 minutes 31 seconds and a chord bearing and distance of South 42 degrees 24 minutes 56 seconds West 430.00 feet; thence North 3 degrees 35 minutes 56 seconds West 430.00 feet; thence North 3 degrees 24 minutes 04 seconds West 710.00 feet to the East and West 86 degrees 25 minutes 56 seconds West 710.00 feet to the East and West 86 degrees 25 minutes 26 seconds West 710.00 feet to the East and West 86 degrees 25 minutes 26 seconds West 710.00 feet to the East and West 86 degrees 26 minutes 26 seconds West 710.00 feet to the East and West 86 degrees 86 degrees 87 deg 1/4 line of said Section 36; thence North 87 degrees 27 minutes 27 seconds East 745.40 feet, along the East and West 1/4 line of said Section 36, to the point of beginning. And also along with and being subject to a 70.00 foot wide easement for road and access purposes, located in the Southeast 1/4 of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement more particularly described as commencing at the East 1/4 corner of said Section 36; thence South 1 degree 52 minutes 04 seconds East 525.03 feet, along the East line of said Section 36 and the centerline of Haggerty Road, to the point of beginning; thence South 87 degrees 27 minutes 27 seconds West 1073.71 feet; thence 364.73 feet along a curve to the left, said curve having a radius of 230.00 feet, a central angle of 90 degrees 51 minutes 31 seconds and a chord bearing and distance of South 42 degrees 01 minutes 42 seconds West 327.70 feet; thence South 3 degrees 24 minutes 04 seconds East, 575.03 feet to the point of ending, as recited in Declaration of easement recorded in Liber 8004, Page 765 and as amended in Liber 8020, Page 57.

For the full consideration of One Million, Two Hundred Thousand Dollars (\$1,200,000.00)

SUBJECT TO: 1) Easement granted to Consumers Power Company to lay, construct and maintain gas mains as recited in Easement recorded in Liber 8128 on Page 119, Oakland County Records; 2) Right of Way granted to Detroit Edison Company over the land as set forth in Liber 6254, Page 402, Liber 6254, Page 403 and Liber 6254, Page 406, Oakland County Records; 3) Easement for road and access purposes which is recorded in Liber 8004, Page 765, Oakland County Records, as amended in Liber 8020, Page 57, Oakland County Records; 4) Orchard Hill Place, Novi, Michigan, Declaration of Covenants and Restrictions, recorded in Liber 8004, Page 773, Oakland County Records; 5) Other easements and restrictions of record and applicable zoning ordinances; 6) Private easements for water main, public utilities and sanitary sever as shown on Surv. / 881-006 E by E. E. Anderson & Associates, Inc. dated 12/2/81 as recorded in Anderson & Associates, Inc. dated 12/2/81 as recorded in Liber , Page , Oakland County Records; and 7) Unrecorded Agreement with City of Novi regarding dedication of Orchard Hill Place Drive as a public right-of-way.

50-22-36 40-0-013

84482 Per. 1. 3 20 0/4

SE SEST

$\scriptstyle{\text{LBER}8192~\text{PMGE}535}$

Dated as of the 28th day of May	, 1982.
WITNESSES	ORCHARD HILL PLACE, a Michigan co-partnership
Cynthia L. Snyder Sugar Susan L. Ford	By: Emro Land Company, a Delaware corporation By: Wice President And: Associated Secretary F. H. Jones
STATE OF UHIO ETIEN H. WILL STATE OF UHIO SS.	And by: Eight-Haggerty Properties, a Michigan limited partnership General Partner By Its: General Partner By: General Partner By: General Partner
COUNTY OF HANCOCK)	nowledged before me this 28th day of Vice President and Coretary of EMRO LAND COMPANY, a said corporation.
	Notary Public State of Ohio, County of My Commission Expires: CYNTHAL SAYDER
STATE OF MICHIGAN)) SS. COUNTY OF <u>OAKLAND</u>)	Hotory Public, State of Ohic My Commission Expires Oct. 30, 1986
JOSEPH A GARAY PROPERTIES, to me p	1982, before me personally appeared T. Sameon , General Partners, arsonally known to be the same persons agoing instrument, and they acknowledged that the same is the free act and
	Cunthin Marie Dimarie) Notary Public State of Michigan, County of
This Instrument Prepared By:	My Commission Expires:
Jeffrey L. Benson Attorney at Law 539 South Hain Street Pindlay, Ohio 45840	CYNTHIA MARIE DIMARZIO Notery Public, Macomb County, MI My Commission Expires Dec. 29, 1985

UBER 8192 PAGE 536

County Treasurer's Certificate	City Treasurer's Certificate
Recording Fee	When recorded return to.
State Transfer Tax	Commerce Lawren ticky
	Send subsequent tax bills to
Tay Parnel 4	

This Indenture.

18th

December

Thousand Nine Hundred and Eighty-Four, shycombhances but effective as of the 1st day of November, 1984, by and between

TRI-STATE REALTY INVESTORS, INC.,

a corporation duly organized under the laws of the State of Missouri . , of the County

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Jackson

Missouri

Missouri

, party of the first part, and

of the County of

, part y of the second part,

(Mailing address of said first named grantes i

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of Ten and No/100 DOLLARS (\$10.00) and other good and valuable consideration DOMENIES to it in hand paid by the said part Y of the second part, the receipt of which is hereby acknowledged, does by these presents, CRONECXEMECONOCESSENCE CONVEY AND/ECONOCESS, unto the seld SUCCESSORS and assigns, the following described lots, tracts or of the second part, and State of Oakland percels of land, lying, being and situate in the County of

Michigan

10-cat: All

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part y of the second part and unto its successors heats and assigns forever. shake and assigns forever, the said

Tri-State Realty Investors, Inc.

hereby covenanting that it is lawfully soixed of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that

Tri-State Realty Investors, Inc.

will contrast and defend the title of the said premises unto the said part Y of the second part and unto its Secrestrates and assigns forever, against the lawful claims and demands of all persons whomsoever. 99709

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

Peter S. Brune

TRI-STATE ABALTY INVESTORS, INC.

Revenue to be affixed after Accord

1)

OUNTY OF JAC fore me, appeared me personally kno	KSON On the common of the comm	a 18th day of De James E. Pohrer own, did say that he is the Presid	comber 19 84
corporation, and th	at the seal affixed to the fo	egoing instrument is the corpora in behalf of said corporation by James B. Pohrer	
	estrument to be the free acc	and deed of said corporation.	
	•	have harmento set my hand an	• •
	es my office in Kanas	City Mismeri, the day at	nd year last above soristan.
		Jeanette	2 / Mace
r commission expli	Hotary Public-State of file	Notary Public within and	
	Commissioned in Jackson (My Commission Budrey Merch	HANE TTO 17, 1901 ype or print name	E MINCH
			1289 DEEDS
Warranty Deed FROM FROM TRI-STRIE REALTY INVESTORS, INC.	a Missouri corporation TO ORCHARD PLACE CFFICE INVESTORS, LITD., a Missouri limited partnership	Formula this National this National this National and A.D. 10 A.D. 10 Beach B. A.A.A. Boomber. Boomber	Prepared by and return to: Jenkins & Jensen, et al. PO Box 26006 Kansas City, NO 64196 Attn: Mary L. Jensen Prepared by and return to: Jensen Mary L. Jensen Mary L. Jensen Mary L. Jensen
D., 19, duly filed IN FITNESS FR	, ato'clock and I for record in my office, and is t EREOF, I have herounto set my	N THE RECORDER'S OFFICE Recorder of said County, do insides	day of

93. K.

ExHIBIT A

A one-story masonry face, steel frame building containing approximately 14,000 square feet and all improvements thereon, including but not limited to sidewalks, driveways, parking lots, sewer and water lines appurtenant thereto, located on the following described lots of land lying, being and situate in the County of Oakland and State of Michigan, to-wit:

A part of the Southeast & of Section 36, TIN-RSE, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast corner of said Section 36; thence \$37°20'09"W, 1680.38 ft., along the South line of said Section 36 and the centerline of Eight Mile Road; thence NO3°24'04"W, 414.96 ft., to the point of beginning; thence NO3°24'04"W, 256.00 ft.; thence N66°35'56"E, 387.13 ft., to the Westerly line of Orchard Nill Road (60 ft. wide); thence along the Westerly line of said Orchard Hill Road, 80.28 ft., along a curve to the right, said curve having a radius of 409.47 ft., a central angle of 11°13'59", and a chord bearing and distance of \$16°37'16"W, 30.15 ft.; thence \$22°14'15"W, 91.97 ft., along the Westerly line of said Orchard Nill Road; thence, along the Westerly line of said Orchard Nill Road; thence, along the Westerly line of said Orchard Hill Road, 104.03 ft., along a curve to the left, said curve having a radius of 499.30 ft., a central angle of 11°56'16", and a chord bearing and distance of \$16°16'07"W, 103.84 ft.; thence \$86°35'56"W, 284.94 ft., to the point of beginning. All of the above containing 1.969 Acres. All of the ahove being subject to easements, restrictions and right-of-ways of record.

Fee simple title to the land described hereinabove shall remain in the name of Grantor.

Grantor covenants lawful seizing of the estate hereby conveyed, full right and power to convey same, and that said estate is free of encumbrances except liens for real property taxes and assessments due and payable in 1984 and thereafter, which Grantee assumes and agrees to pay; but this conveyance is made subject to the following:

- Easements, restrictions and stipulations of record and governmental laws and regulations affecting the property; and
 - 2. Mortgage dated August 2, 1984 executed by Detroit Realty Partners, a Missouri General Partnership to Home Savings Association of Kansas City, a Missouri Savings and Loan Association, filed for record Aguust 10, 1984 in Liber 8751, Page 781, Oakland County Records, given to secure the payment of the principal sum of \$800,000.00, payable as therein specified.

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A GROUND LEASE between TRI-STATE REALTY INVESTORS, INC., a Missouri corporation, of 2200 Commerce Tower, Kansas City, Missouri 64105, herein called the Lessor, and ORCHARD PLACE OFFICE INVESTORS, LTD., a Missouri limited partnership, of 2200 Commerce Tower, Kansas City, Missouri 64105, herein called the Lessee, was made regarding the following described premises:

. SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

The date of execution of the Ground Lease was December 18, 1984 but effective as of the 1st day of November, 1984 for a term of fifty (50) years commencing on the date as specified in the Ground Dease and terminating fifty (50) years thereafter.

It is the intention and purpose of this instrument to give notice of said Ground Lease and the effect thereof, which said Ground Lease constitutes the Ground Lease between the parties hereto with respect to the demised premises.

Executed this 18th day of December, 1984 but effective as of the 1st day November, 1984.

LESSOR:

LESSEE:

TRI-STATE REALTY INVESTORS, INC., a Missouri corporation

Police

ORCHARD PLACE OFFICE INVESTORS, LTD.,

Peter S. Brune, General Partner

SIG COMPANY, INC.,

a Missoury corporation, General Partner Peter S. Brune, President

THIS INSTRUMENT PREPARED BY: JENKINS & JENSEN PO Box 26006 Kansas City, MO 64196

99709

LECE 8872 MGE 110

STATE OF MISSOURI)	,
) 85.	
COUNTY OF JACKSON)	
On this /8 day of Alexa	, 1984, before me appeared hally known, who, being by me duly
JAMES E. POHRER, to me person	nally known, who, being by me duly
sworn, did say that he is the	president of TRI-STATE REALTY IN-
UREMORE THE P Missouri con	rporation, and that the seal affixed
vesions, inc., a missouli con	ipolation, and that the seal allixed
to said instrument is the co	rporate seal of said corporation, ar
that said instrument was sig	ned and sealed in behalf of said con
oration by authority of its 1	board of directors, and the said Jam
E. Pohrer acknowledges the ex	xecution of the said instrument as
the free act and deed of said	d corporation.
the 1100 dot and acca of 601.	- corporacion.
TH TRETTHONY BURDEOR I has	ve hereunto set my hand and affixed
IN IESTIMONI WHENCY, I HA	ve heredico sec my hand and arrixed
my notarial seal the day and	year last above written.
	Vianitta William
My commission expires:	- Handte Man
JEANETTE MACA Notary Public-State of Missouri	Notary Public
a tealessed in Jeanage Collins	JEANETTE MACA
My Commission Expires Merch 27, 1967	Type or print name
•	••
STATE OF MISSOURI)	
) ss.	
,	
COUNTY OF JACKSON)	
On this // day of //e/	nder, and PETER S. BRUNE, in his in-
JAMES E. POHRER, General Pari	ner, and PETER S. BRUNE, in his in-
dividual capacity as General	Partner and in his capacity as Pres
ident of SIG COMPANY, INC.,	Missouri corporation, General Part
AAR AF ABCUNDD DINCE APPICE	INVESTORS, LTD., a Missouri limited
HEL OI OKCHARD PLACE OFFICE	investors, Lib., a missouri fimited
partnership, known to me to	pe the persons described in and who
executed the foregoing instri	ment, and acknowledged that they
executed the same as the free	e act and deed of said partnership.
IN TESTIMONY WHEREOF, I have	ve hereunto set my hand and affixed
my notarial seal the day and	year last above written.
	Dec. 30 1/2
My commission expires:	Kanette Maca
	Notary Public 176 MINUA
MANAGETTE W CA	TEANCETTE MINUA
Hater Pride Greet a Thingston	Type or print name
Commissioned in Jackson 27, 1987	7,5 7,5
by Commission Toleran House, M	
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111	JETO III DIE ZZIA SEM

LUBER 8872 PAGE 111

EXHIBIT A

A part of the Southeast & of Section 36, TIN-R3E, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Southeast corner of said Section 36; thence \$37^20'09"W, 1680.38 ft., along the South line of said Section 36 and the centerline of Eight Mile Road; thence NO3°24'04"W, 414.96 ft., to the point of beginning; thence NO3°24'04"W, 256.00 ft.; thence N36°35'56"E, 387.13 ft., to the Westerly line of Orchard Hill Road (60 ft. wide); thence along the Westerly line of said Orchard Hill Road, 80.28 ft., along a curve to the right, said curve having a radius of 409.47 ft., a central angle of 11°13'59", and a chord bearing and distance of \$16°37'16"W, 30.15 ft.; thence \$22°14'15"W, 91.97 ft., along the Westerly line of said Orchard Hill Road; thence, along the Westerly line of said Orchard Hill Road; thence, along the Westerly line of said Orchard Hill Road; thence, along the Westerly line of faid Orchard Hill Road; thence, along the Section 10°56'16", and a chord bearing and distance of \$16°16'07"W, 103.84 ft.; thence \$36°35'56"W, 284.94 ft., to the point of beginning. All of the above containing 1.969 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

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CONSENT TO SUBMISSION OF REAL PROPERTY TO CONDOMINIUM PROJECT

whereas, LAND INVESTMENT PARTNERSHIP, a Michigan co-partnership, as Developer, whose address is 2100 North Woodward Avenue, Suite 180, Bloomfield Hills, Michigan 48013, intends to establish Orchard Hill Place as a condominium project by recordation in the office of the Oakland County Register of Deeds of a Master Deed covering the real property described on the raverse hereof (the "aforesaid property"), and,

WHEREAS, EMRO LAND COMPANY, a Delaware corporation, is interested in the aforesaid property as Mortgagee portion of the afordsaid property.

NOW, THEREFORE, EMRO LAND COMPANY hereby consents to the submission of the aforesaid property to the Condominium Project described and set forth in the Master Deed of Orchard Hill Place and further consents to the recordation of said Master Deed in the office of the Oakland County Register of Deeds.

It being understood and agreed that such consent shall not impair or otherwise diminish the right of Emro Land Company to be compsensated for release of parcels of land from the securety of its mortgage as set forth in that certain agreement for sale of interest in Orchard will Place III and Dated this 12th day of December, 1905

Orchard Hill Place II between Samelson, Inc. and Emro Land Company and Eight Auggerty Properties 11. bearing date March 8, 1985. WITNESSES: ا ج کات

EMRO LAND COMPANY, a Delaware corporation

Patricia A. Bristol

Evelyn H. McKenney

Rex D. Cooley Vice President

STATE OF OHIO

COUNTY OF HANCOCK

The foregoing instrument was acknowledged before me this 12th day of December , 1985, by Rex D. Cooley , Vice President of EMRO LAND COMPANY, a Delaware Vice President of EMRO LAND corporation, on behalf of the corporation.

Charlotte Haufmann

Notary Public, Hancock Country, KALISMAN Rozary Tabler, State of Chie My commission expires: - My Commission Lance, Jan 14 1973

Drafted by: Essel W. Bailey, Jr. of DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG 300 Federal Center Building 206 South Fifth Avenue Ann Arbor, Michigan 48104

When recorded, return to drafter.

16660

UBER 9231 MGE 247

ORCHARD HILL PLACE LEGAL DESCRIPTION

THE MALLETT LITT PARCES IN DE FAST 1/2 OF SULTION 26, THAN I RETH, BANE & FAST, CTY OF NOT, OWLAND CHINY, MICHIGAN; DESCRIBED ASTONIA PER AST 1/4 CHESPA OF SAID SULTION 26; TRUE YOURS BETWEEN ASTONIA PER ASTONI AND THE CONTINUES OF SALL MODERATY RING TO THE POINT OF ARCUNING.

OTHER NOW GOOD WORKS FOR TO LESS.

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22-31-200-(017)-024 -013 22-36-400-018 NE+ SE14 Sec 36 22-36-476-60 12-16 477-00**8** NOVI

of Eight Haggerty set forth in that Samelson, Inc. and

impair or otherwise diminish the right and from the security of its mortgage as a III and Orchard Hill Place II between date March 8, 1985

ood and agreed that such consent shall not impair be compensated for release of parcels of land from for sale of interest in Orchard Hill Place III an and Eight Haggerty Properties II, bearing date Ma

111 UNEX 19231 ME 248

678

CONSENT TO SUBMISSION OF REAL PROPERTY TO CONDOMINIUM PROJECT

WHEREAS, LAND INVESTMENT PARTNERSHIP, a Michigan co-partnership, as Developer, whose address is 2100 North Woodward Avenue, Suite 180, Bloomfield Hills, Michigan 48013, intends to establish Orchard Hill Place as a condominium project by recordation in the office of the Oakland County Register of Deeds of a Master Deed covering the real property described on the reverse hereof (the "aforesaid property"), and,

WHEREAS, EIGHT HAGGERTY PROPERTIES II, a Michigan copartnership, is interested in the aforesaid property as mortgagee of a portion of the aforesaid property. aforesaid property.

NOW, THEREFORE, EIGHT HAGGERTY PROPERTIES II hereby consents to the submission of the aforesaid property to the Condominium Project described and set forth in the Master Deed of Orchard Hill Place and further consents to the recordation of said Master Deed in the office of the Oakland County Register of Deeds.

Dated this 19th day of December

WITNESSES:

Cachy Jukit

EIGHT HAGGERTY PROPERTIE a Michigan co-partnership

And By:

Edward T. Samson, Partner

And By:

Vordstrow Richard Nordstrom, Partner

STATE OF MICHIGAN SS

COUNTY OF Wayne

The foregoing instrument was acknowledged before me this $\frac{19\text{th}}{\text{day}}$ day of $\frac{\text{December}}{\text{December}}$, 1985, by Joseph A. Gerak, Edward T. Samson and Richard Nordstrom, the partners of EIGHT HAGGERTY PROPERTIES II, a Michigan co-partnership, on behalf of the co-partnership.

> Tests a B. Salsbury County, Michigan My commission expires: 4//3/89

It beiny understoo Properties II to be certain agreement f Emro Land Company a

Drafted by: Essel W. Bailey, Jr. of DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG 300 Federal Center Building 206 South Fifth Avenue Ann Arbor, Michigan 48104

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When recorded, return to drafter.

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THE PROJECTION THE PARCES IN THE EAST 1/2 OF SECTION 36, TUNN I NEED, BANK & BEST, CITY OF 4A1, "ACLANO CLIMIT, RECORDAN, DESCRIPTOR AS COMPANIES AT THE EAST 1/4 CERRER OF SAID SECTION 36, THENE SURM 87 TERRES 27 MINUTES 27 STANKS WITH 160 THE EAST AND MERT 1/4 LINES THENES SECTION 16 TERRES 52 MINUTES 52 MINUTES 52 STANKS SECTION TO THE EAST AND MERT 1/4 LINES THENES SECTION TO THE FORT SECTION 16 TERRES 57 MINUTES 1/4 STANKS 1/4 STANK

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.WHEREAS, LAND INVESTMENT PARTNERSHIP, a Michigan co-partnership, as Developer, whose address is 2100 North Woodward Avenue, Suite 180, Bloomfield Hills, Michigan 48013, intends to establish Orchard Hill Place as a condominium project by recordation in the office of the Oakland County Register of Deeds of a Master Deed covering the real property described on the reverse hereof (the "aforesaid property"), and,

HOTE', PARTNERS LIMITED PARTNERSHIP, Michigan limited partnership, is interested in the aforesaid property as owner of a portion of the aforesaid property.

NOW, THEREPORE, HOTEL PARTNERS LIMITED PARTNERSHIP hereby consents to the submission of the aforesaid property to the Condominium Project described and set forth in the Mester Deed of Orchard Hill Place and further consents to the recordation of said Master Deed in the office of the Oakland County Register of Deeds.

Dated this 13th day of November

WITNESSES:

Linda

) Stenderer Gwyn Skindzier

HOTEL PARTNERS LIMITED 5 PARTNERSHIP, a Michigania limited partnership

By: Hotel Associates, Inc., a Michigan corporation

> rolllon Gerald Van Wyke

President

STATE OF MICHIGAN

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before methis 13th day of November, 1985, by Gerald Van Wyke, the President of Hotel Associates, Inc., a Michigan corporation, which is the general partner of HOTEL PARTNERS LIMITED PARTNERSHIP, a Michigan limited partnership, on behalf of the corporation and the partnership.

Notary Public, Oakland County,

Michigan

My commission expires:

Drafted by: Essel W. Balley, Jr. of DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG 300 Federal Center Building 206 South Fifth Avenue Ann Arbor, Michigan 48104

LINDA A. BRAFFY Notary Public, Carland County Michigan My Commission Lagires December & Hell

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MASTER DEED

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ORCHARD HILL PLACE PLAN # 434

This Master Deed is made and executed on this 14th day of November, 1985, by LAND INVESTMENT PARTNERSHIP, a Michigan co-partnership, hereinafter referred to as "Developer", whose post office address is 2100 North Woodward Avenue, Suite 180, Bloomfield Hills, Michigan 48013, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit & and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below and the appurtenances thereto, as a commercial Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Orchard Hill Place as a Condominium Project under the Act and does declare that Orchard Hill Place (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons accurring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the (andominium Project, it is provided as follows:

ARTICLL I

TITLE AND NATURE

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The Condominium Project shall be known as Orchard Hill Place, Oakland County Condominium Subdivision Plan No. 434. The plans for the Project are subject to approval by the City of Novi. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area thereof, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is intended for commercial, industrial or office use and is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

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ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

The following five parcels in the East 1/2 of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; described as: Commencing at the East 1/4 corner of said Section 36; thence South 87°27'27" West 346.25 feet along the East and West 1/4 line; thence South 01°52'04 East 292.52 feet, thence South 87°27'27" West 253.00 feet, thence South 01°52'04" East 202.51 feet, to the northerly line of Orchard Hill Place Drive (60 ft. wd.); thence South 87°27'27" West 400.80 feet along the northerly line of said Orchard Hill Place Drive, thence North 02°32'33" West 494.99 feet to a point on the East and West 1/4 line, thence along the said 1/4 line South 87°27'27" West 488.96 feet to the southeast 87°27'27" west 400.70 Leet to corner of "Whispering Meadows Subdivision No. 3", as recorded in Liber 163, Pages 25 and 26 of Oakland County Records; thence the following bearings and distances along the easterly line of said "Whispering Meadows Subdivision No. 3", thence North 06°40'13" West 313.59 feet, thence North 08°48'26" West 82.46 feet, thence North 25°33'41" West 70.24 feet, thence North 42°12'14"
East 48.03 fect, thence North 62°33'21" East 86.60 feet, thence North 63°05'11" East 60.00 feet, thence 13.26 feet, along a curve to the left said curve having a radius of 1431.81 feet, a central angle of 0°31'50" and a chord bearing a central angle of 0°31'50" and a chord bearing and distance of North 27°10'44" west 13.26 feet, thence North 27°26'39" West 17.29 feet, thence North 62°33'21" East 120.00 feet, thence South 27°26'39" East 35.00 feet, thence North 72°26'28" East 53.06 feet, thence North 02°32'33" West 120.00 feet, thence North 87°27'27" East 60.81 120.00 feet, thence North 87°27'27" East 60.81 feet, thence North 02°32' 33" West 194.43 feet, thence South 87°35'02" West 57.18 feet, thence North 02°24'59" West 127.50 feet, thence North 01°50'57" West 60.00 feet, thence North 02°24'58" West 120.00 feet, thence North 87°35'02" West 187.79 feet, thence North 36°25'01" West 315.00 feet, thence North 72°25'07" West 200.00 feet, along the easterly line of said "Whispering Meadows Subdivision No. 3", and an extention thereof; thence North 66°48'50" East 100.61 feet, thence North 87°35'02" East 1398.92 feet, thence thence North 87°35'02" East 1398.92 feet, thence North 01°38'54" West 400.00 feet, thence North 87°35'02" East 303.00 feet to the East line of said Section 36 and the centerline of Haggerty Road, thence South 01°38'53" East 1999.72 feet along the East line of said Section 36 and the centerline of said Haggerty Road to the point of beginning. Containing 60.81 acres more or less. Also,

Commencing at the southeast corner of said Section 36; thence South 87°20'09" West 1680.38 feet, along the South line of said Section 36 and

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the centerline of Eight Mile Road; thence North 03°24'04" West 670.96 feet to the point of beginning; thence North 03°24'04" West 740.00 feet; thence North 86°35'56" East 400.00 feet, to the West line of Orchard Hill Place Drive (60 feet wide); thence South 03°24'04" East 638.13 feet, along the westerly line of said Orchard Hill Place Drive; thence along the westerly line of said Orchard Hill Place Drive 102.95 feet, along a curve to the right said curve having a radius of 409.47 feet, a central angle of 14°24'20" and a chord bearing and distance of South 03°48'06" West 102.68 feet, thence South 86°35'56" West 387.13 feet to the point of beginning. Containing 6.785 acres more or less. Also,

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Commencing at the southeast corner of said Section 36; thence South 87°20'09" West 1680.38 feet, along the South line of said Section 36 and the centerline of Eight Mile Road; thence North 03°24'04" West 60.01 seet to the northerly line of said Eight Mile Road and the point of beginning; thence North 03°24'04" West 354.95 feet; thence North 86°35'56" East 284.94 feet to the westerly line of Orchard Hill Place Drive (60 ft. wd.); thence the following bearings and distances along the westerly line of said Orchard Hill Place Drive; thence 105.62 feet along a curve to the left said curve having a radius of 499.30 feet, a central angle of 12°07'12" and a chord bearing and distance of South 04°14'23" West 105.42 feet; thence South 0°22'19" West 130.61 feet; thence South 61°49'13" East 23.52 feet; thence South 61°49'13" East 100.00 feet, along the westerly line of said Orchard Hill Place Drive, to the northerly line of said Eight Mile Road (60.00 feet 1/2 right-of-way); thence South 87°20'09" West 258.94 feet, along the northerly line of said Eight Mile Road to the point of beginning. Containing 2.191 acres more or less. Also,

Commencing at the southeast corner of said Section 36; thence North 01°52'04" West 858.83 feet, along the East line of said Section 36, to a point on the westerly line of I-96 and the point of beginning; thence South 46°35'20" West 380.96 feet along the westerly line of said I-96; thence South 22°07'45" West 59.29 feet along the westerly line of said I-96; thence North 73°36'13" West 187.48 feet to the easterly line of Haggerty Road; thence the following bearings and distances along the easterly line of Haggerty Road; thence North 26°15'49" East 166.76 feet; thence North 31°07'56" East 513.11 feet; thence couth 86°04'35" East 129.87 feet, along the easterly line of said Section 36; thence South 01°52'04" East 316.17 feet, along the East line of said Section 36; thence South 01°52'04" East 316.17 feet, along the East line of said Section 36; to the point of beginning. Containing 3.49 acres more or less. Also,

Commencing at the East 1/4 corner of said Section 36; thence South 01°52'04" East 565.03 feet, along the East line of said Section 36 and the centerline of Haggerty Road; thence South 87°27'27" West 60.00 feet, to the westerly line of said Haggerty Road, and the southerly line of Orchard Hill Place Drive, and the point of beginning; thence the following bearings and distances along the westerly line of said Haggerty Road; thence South 01°52'04" East 160.01 feet; thence South 00°52'12" West 131.09 feet; thence South 08°36'25" West 239.22 feet; thence South 18°36'25" West 140.16 feet, along the South 18°36'25" West 140.16 feet, along the westerly line of said Haggerty Road; thence 205.78 feet, along a curve to the left, said curve having a radius of 84.50 feet, a central angle of 139°31'58" and a chord bearing and distance of North 76°38'25" West 158.57 feet; thence South 33°35'36" West 280.43 feet; thence 286.55 feet, along a curve to the left said curve having a radius of 101.50 feet, a central angle of 161°45'15" and a chord bearing and distance of South 47°17'01" East 200.43 feet to the westerly line of said Haggerty Road; thence South line of said Haggerty Road; thence South 31°07'56" West 326.06 feet along the westerly said Haggerty Road;
West 253.33 feet; o f line thence South thence South 16*23'42" West 260.14 West 72.25 feet, along the westerly said Haggerty Road; thence South feet; thence South 07°23'54" line of 87°20'09" West 299.86 feet: thence 01°49'13" East 22.00 feet; thence South 87°18'28" West 208.11 feet; thence South 01°50'37" East 209.32 feet to the northerly line of said Eight Mile Road (120 feet wide); thence South 87°20'09" West 123.00 feet along the northerly line of said Eight Mile koad to the easterly line of said Orchard Hill Place Drive; thence the following bearings and distance along the easterly and southerly line of said Orchard Hill Place Drive; thence North 01°49'13" West 100.00 feet; thence North 04°01'48" West 129.58 feet; thence North 01°49'13" West 23.52 feet; thence 184.46 feet, along a curve to the right, said curve having a of 439.30 feet, a central angle of 24°03'28" and a chord bearing and distance of North 10°12'31" East 183.10 feet; thence North 22°14'15" East 91.97 feet; thence 210.08 feet, along a curve to the left, said curve having a radius of 469.47 feet, a central angle of 25°38'19" and a chord bearing and distance of North 09°25'05" East 208.33 feet; thence North 03°24'04" West 1113.16 feet; thence 317.16 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 90°51'31" and a chord bearing and distance of North 42°01'41" East 284.95 feet; thence North 688.71 8**7°**27'27" East feet; thence South 225.22 East feet; thence

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87°27'27" East 99.53 feet to the westerly line of said Haggerty Road, and the point of beginning. Containing 39.52 acres more or less.

The above five descriptions subject to easements and restrictions of record.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations, if any, of the Orchard Hill Place Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Orchard Hill Place as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. <u>Association</u>. "Association" means Orchard Hill Place Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the General Common Elements.

Section 3. <u>Bylaws.</u> "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. <u>Common Elements</u>. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. <u>Condominium Documents</u>. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. <u>Condominium Premises</u>. "Condominium Premises" means and includes the land described in Article II above, all commonly used improvements thereunder other than improvements to Units, and all easements, rights and appurtenances belonging to or benefiting Orchard Hill Place as described herein.

Section 7. Condominium Project, Condominium or Project.
"Condominium Project", "Condominium" or "Project" means Orchard Hill
Place as a Condominium Project established in conformity with the
provisions of the Act.

Section 8. <u>Condominium Subdivision Plan.</u> "Condominium Subdivision Plan" means Exhibit B hereto.

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Section 9. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. No tenant or occupant of the Project or any portion thereof shall, solely by virtue of such tenancy or occupancy, be a Co-owner; all tenants and other occupants of the Project shall be Co-owners only to the extent that they own one or more Units in the Project, as provided in the immediately preceding sentence. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 10. <u>Developer</u>. "Developer" means Land Investment Partnership, a Michigan co-partnership, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 11. <u>Development and Sales Period</u>. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, shall be deemed to continue for so long as the Developer is offering any Unit in the Project for sale.

Section 12. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the surface space within the boundaries of each condominium Unit in Orchard Hill Place, as such space is described on Exhibit B hereto together with and inseparable from the right to construct, operate, maintain and replace improvements within such space, and foundations and utility connections beneath such space, in the event of casualty and otherwise, and shall have the same meaning as the term "Condominium Unit" as defined in the Act, but in no event shall such improvements on, under or within a Unit be considered Common Elements.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice verse.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit 8 artached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. <u>General Common Elements</u>. The General Common Elements are:

- (a) Land. The land described in Article II hereof excluding the Units and the Limited Common Elements described in Section 2 hereof.
- (b) <u>Electrical.</u> The electrical transmission system throughout the Project to the extent and from the poin's that it serves all Units as shown on Exhibit B.

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- (c) Telecommunications. The telephone and/or telecommunication systems throughout the Project to the extent and from the point that it serves all Units as shown on Exhibit B.
- \cdot (d) <u>Water.</u> The water distribution system to the extent and from the point that it serves all Units as shown on Exhibit B.
- (e) Sanitary Sewer. The sanitary sewer system to the extent and from the point that it serves all Units as shown on Exhibit B.
- (f) Storm Sewer. The storm sewer system to the extent and from the point that it serves all Units as shown on Exhibit B including easement and other rights benefiting the Project.
- (g) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Coowners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. <u>Limited Common Elements</u>.

- (a) <u>Utilities</u>. The gas distribution system, the electrical transmission, telephone, telecommunications, water, storm sewer and sanitary sewer systems except to the extent that such systems serve all Units as shown on Exhibit B hereto, are each Limited Common Elements appurtenant to the Unit(s) served thereby.
- (b) <u>Subsurface</u>. To a depth of 100 feet, 'he land beneath each Unit shall be limited in use to the Unit immediately above such land.

Section 3. Responsibilities. The responsibility for and the cost of maintenance, repair and replacement of all of the General Common Elements in the Project shall be borne by the Association, except as otherwise expressly provided elsewhere in the Condominium Documents. The responsibility for, and the cost of maintenance, repair and replacement of Limited Common Elements small be borne by the Co-owner of the Unit to which such Limited Common Elements respectively appertain.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. <u>Description of Units</u>. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Orchard Hill Place as prepared by Johnson & Anderson, Inc. and attached hereto as Exhibit B. Within such Unit and beneath the surface of the land, each Co-owner may construct commercial, industrial or office improvements as permitted by local codes and ordinances. The architectural plans and specifications for such improvements must be filed with and approved by the City of Novi. Such improvements shall be designed and constructed so as to create an attractive, aesthetically integrated Project in accordance with the provisions of Article VII hereof. Each Unit shall include all that surface space located within the Unit boundaries, as shown on Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentages of value were determined with reference to the comparative characteristics of the Units included in the Project and concluding, on the basis of such characteristics, that the percentages of value for all Units should be equal. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-owner's respective share in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association; notwithstanding the foregoing, the distribution of insurance and condemnation proceeds shall be governed by the pertinent provisions of the Bylaws.

ARTICLE VI

CONVERTIBLE AREAS/WITHDRAWAL OF LAND

Section 1. <u>Designation of Convertible Areas</u>. The Units and Limited Common Elements appurtenant thereto have been established on the assumption that their size, location and configuration will be attractive and usable to potential Co-owners, but in the expectation that the specific size, location and configuration of Units established herein will not necessarily be the final one. Accordingly, the Developer has determined that all portions of any Unit or appurtenant Common Elements owned by Developer shall be designated and deemed Convertible Areas within that meaning of Section 32 of the Act. In addition, certain areas in the northern part of the Project have been designated on the Condominium Subdivision Plan as Convertible Areas, within which Units and Common Elements may be established and/or modified as provided herein, to meet the needs of Co-owners or potential Co-owners.

Section 2. <u>Developer's Right to Modify Units and Common Elements</u>. The Developer reserves the exclusive right in its sole discretion during the period permitted by Section 32 of the Act to modify the size, location and configuration of any of the Units identified in Exhibit B or any of the Limited Common Elements appurtenant to such Units and to convert Units, appurtenant Limited Common Elements, Convertible Areas or General Common Elements into other Units, Limited Common Elements or General Common Elements so

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long as such changes do not unreasonably diminish the rights of any Co-owner other than Developer, nor result in a Unit size which violates the requirements of state or local laws or ordinances. Provided that all of the Convertible Areas within the Project have not been modified prior to the expiration of the time permitted by Section 32, Developer shall give notice to each Co-owner and his mortgagee of Developer's intent to extend by an additional six (6) year period, the time within which Units and Common Elements may be established and modified in accordance with the provisions of Master Deed. By the acceptance of a deed to a Unit in the Condominium Project each Co-owner and its mortgagee shall be deemed to expressly acknowledge this reserved right, and to waive all rights created by the Act which would limit subdivision or modification of the Units, Convertible Areas or Common Elements during such extended period or Developer's exercise of the reserved right to make subdivisions of Units or modifications to Convertible Areas or Common Elements as set forth herein.

Withdrawal of Land. The Developer anticipates Section 3. that at some time in the future, a portion of the Common Elements or Units other than Units 1 and 2 may be withdrawn to create a separate condominium or another kind of real estate project. Because the precise size and nature of the lands which may be withdrawn is not yet known, Developer has included in the Condominium Project such land but hereby retains the sole and exclusive right to contract the Project and to withdraw from the Condominium Project any land, Units or Common Elements other than Units 1 and 2 and thei: appurtenant Limited Common Elements, as may be necessary to create such development or to establish and dedicate roads, rights of way or easements to service this or any other Project. Developer shall receive all economic benefit resulting from such withdrawal as its sole and exclusive property, free of any claim or right by any other Co-owner or any mortgagee.

Section 4. Amendment of Master Deed. The rights reserved to Developer by this Article shall be given effect by appropriate amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements and Units as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of the roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Convertible Area, and to provide access to any Unit from the roadways and sidewalks located in the Project.

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Section 5. Consent of Interested Parties. All of the Co-owners and mortgagees of the Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the foregoing. All such interested persons irrevocably appoint the Developer and its successors as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits thereto.

ARTICLE VII

COVENANTS, CONDITIONS AND RESTRICTIONS

All or portions of the land described in Article II are subject to Covenants, Conditions and Restrictions which are recorded in Liber 8004, Page773, and liber 8673, Page 437, Oaklami County Records (hereinafter "CCRs"), which CCRs contain restrictions upon the nature and extent of development of lands within the Project and require approvals, consents and waivers from Developer (as that term is defined in the CCRs) for all development activities relating to improvements to the Condominium Units. The CCRs are hereby incorporated into and made a part of this Master Deed and binding upon the Developer and all Co-owners and their successors and assigns, as though fully set forth herein. It is the intent of the Developer that the CCRs shall control development of the improvements to the Condominium Units, except where a higher, larger or greater standard or requirement is set forth in the Master Deed, in which event the text of the Master Deed shall control.

At the expiration of the Development and Sales Period, Orchard Hill Place Condominium Association shall, without further action or writing by Developer, automatically succeed to the right- and become empowered to discharge the duties of Developer as set forth in the CCRs, which corporation shall afford to the owners of all lands which are subject to the CCRs the right to participate 1" decisions with respect thereto as provided by the CCRs.

ARTICLE VIII

EASEMENTS

Section 1. <u>Easement for Maintenance of Encroachments are Utilities</u>. In the event any portion of a Unit or Common Element er croaches upon another Unit or Common Element due to shifting, settling or moving of any building, improvement or foundation or due to survey errors, or construction deviations, reciprocal easement shall exist for the maintenance of such encroachment for so long a such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements through and over those portions of the land, structures, Units an improvements to Units for the construction and continuity maintenance and repair of all utilities serving any portion of the Condominium, subject always to a duty of restoration.

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Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises other than a Unit, for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium or any Unit.

<u>Easements</u> Section 3. for Maintenance, Repair The Association, all Unit Owners and all public or Replacement. private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair or replacement in the event of casualty or otherwise which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, (a) the right of the Association to obtain access during reasonable hours and upon reasonable notice to utility controls and valves and other controls, meters or similar installations located within any Unit, an improvement on any Unit or its appurtenant Limited Common Elements, which service or affect other than such Unit, (b) the right to store temporarily construction materials, equipment and vehicles on the Condominium Premises in such manner as not to unreasonably interfere with the use and access to Units or to Limited Common Elements and (c) the right to reasonably use the Condominium Premises to complete restoration after casualty.

Section 4. Easement for Construction of Project. For the Development and Sale Period, Developer hereby reserves an easement to, through and over all Units and Limited Common Elements for such access as may be reasonably necessary or convenient to enable Developer to develop improvements on or benefiting any other Unit or its appurtenant Limited Common Elements or to convert any of the foregoing to Units or Common Elements in accordance with the Condominium Documents and all applicable laws, ordinances and other requirements.

ARTICLE IX

SUBDIVISION, CONSOLIDATION OF UNITS, LIMITED COMMON ELEMENTS

Without the consent of any person other than an affected Mortgagee, one or more Co-owners may subdivide, consolidate or relocate the boundaries of a Unit and appurtenant Limited Common Elements by written request to the Association in accordance with Sections 48 and 49 of the Act and this Article, as follows:

Section 1. <u>Subdivision of Units</u>. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, reparately identifying the resulting Units by number or other designation, designating the Limited or General Common Elements in connection therewith, and reallocating the undivided interests in Common Elements and the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not be effective until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Oakland County Register of Deeds.

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Section 2. Consolidation of Units; Relocation of Boundaries. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating or deleting the boundaries, identifying the Units involved, reallocating the undivided interests in Common Elements and the percentages of value and providing for conveyancing between or among the Co-owners involved in the relocation of boundaries. The Co-owners requesting consolidation of Units or relocation of boundaries shall bear all costs of such amendment. Such relocation or deletion of boundaries shall not be effective until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

Section 3. <u>Limited Common Elements</u>. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article IX.

ARTICLE X

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 6(-2/3) of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted or burdened thereby.

Section 2. <u>Mortgagee Consent.</u> Whenever a proposed amendment would materially alter or change the rights of any mortgagee, then such amendment shall require the written approval of such mortgagee.

Section 3. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or the Bylaws.

Section 4. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of not less than 85% of all Co-owners.



RLAL ESTATE, RIGHTS OF WAY & CLAIMS

Date:	8-11-87	

To: Legal Department

688 W.C.B.

From: STU CHIPMAN

Real Estate, Rights of Way & Claims 264 Oakland Division Headquarters

Will you please have the attached agreements approved and returned to this office.

Please note any deficiencies so that we may have them corrected.

R/W Application # 8306

Grantor OREMAND Phace, HEWLET PACKAMO, NOLLIS IND, 4 LAND INVESTMENT (SAMUELSON)

RECORDED RIGHT OF WAY NO. 37602

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RAY A. SHAPERO

1927 ROSA PARKS BOULEVARD
DETROIT, MICHIGAN 48216

July 2, 1987

Mr. Stuart Chipman Representative, Real Estate Detroit Edison 30400 Telegraph Loc 264 Birmingham, MI 48010

Dear Mr. Chipman:

Enclosed is the tree permit for Apple Crest Farms property. I would appreciate your notifying me at 963-7760 when you plan to have this work done as I would like to make arrangements to have the cut wood handled.

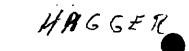
Sincerely yours

Ray X. Shapero

RAS/gs

Encl.

ANCORDED RIGHT OF WAY NO.



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