

EASEMENTS

FOR GOOD AND VALUABLE CONSIDERATIONS, the right is hereby granted to THE DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan 48226, and THE MICHIGAN BELL TELEPHONE COMPANY, 1365 Cass Avenue, Detroit, Michigan 48226, their licensees, lessees, successors and assigns, easements to construct underground line facilities for the purpose of providing underground electric and communication service, including the necessary underground lines, cables and equipment, and above ground cable poles, transformers and secondary service pedestals and telephone terminals, in, under, over, upon and across property in the City of Farmington, Oakland County, Michigan, further described as follows:

The center line of a 6 foot wide easement beginning at a point located 27 feet South of the northwesterly corner of Lot 220, thence North 89°53'06" East 126.38 feet, thence North 0°03'00" West 903.50 feet; thence South 89°53'06" West 129.96 feet to point of ending.

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/33

The centerline of a 10 foot wide easement beginning at a point 21.61 feet North of the northwesterly corner of Lot 236, in the adjacent vacated Stocker Street as recorded in Liber 6272, Page 347, Oakland County Records; thence North 89°53'06" East 5.0 feet; thence North 0°16'50" West 746.03 feet; thence North 49°13'31" East to the East lot line of Lot 250; thence South 67°04'23" East 65.00 feet; thence North 13°48'06" East 104.31 feet; thence westerly parallel to the southerly line of Longwood Avenue 25.00 feet to the point of ending.

The northerly 2 feet of Lot 240.
The southerly 4 feet of Lot 241.
The southerly 6 feet of the westerly 68.89 feet of Lot 138

A 6 foot centerline easement beginning 3 feet South of the northeasterly corner of Lot 33, to a point distant North 62°06'29" West said point being 28.0 feet South of the most northerly corner of said Lot 33.

RECORDED RIGHT OF WAY NO. 31209

The easterly 6 feet of Parcel F-1 as described in Thomas L. Gilmore survey recorded in Liber 7071, Pages 38, 39, 40 Oakland County Records. Parcel F-1 being part of Lots 251 and 252.

The northerly 6 feet of Parcel F-2 as described in Thomas L. Gilmore survey recorded in Liber 7071, Pages 38, 39 and 40 Oakland County Records. Parcel F-2 being part of Lots 252 and 253.

The northerly 6 feet of Parcel F-3 as described in Thomas L. Gilmore survey recorded in Liber 7071, Pages 38, 39, 40 Oakland County Records. Parcel F-3 being part of Lots 253 and 254.

The northerly 6 feet and also the easterly 6 feet of Parcel F-4 as described in Thomas L. Gilmore survey recorded in Liber 7071, Pages 38, 39 and 40 Oakland County Records. Parcel F-4 being part of Lots 254, 255 and 256.

The westerly 6 feet of the northwesterly 99.12 feet of Parcel F-5 as described in Thomas L. Gilmore survey recorded in Liber 7071, Pages 38, 39 and 40 Oakland County Records. Parcel F-5 being part of Lots 256, 257 and 259.

The northerly 6 feet and also the westerly 6 feet of the northerly 10.88 feet of Parcel F-6 as described in Thomas L. Gilmore survey. Recorded in Liber 7071, Pages 38, 39 and 40 Oakland County Records. Parcel F-6 being part of Lots 257, 258 and 259.

All being part of "Flemings Roseland Park" a subdivision of part of the East 1/2 of the northeast 1/4 of Section 33, Township 1 North, Range 9 East, Farmington Township (now city of Farmington Hills), Oakland County, Michigan. Recorded in Liber 47, Page 42, Plats.

with full right of ingress and egress upon the said premises to the employes of appointees of the grantees, to construct, reconstruct, add to, modify, repair, operate and maintain said line facilities.

These easements are subject to all of the provisions and restrictions of a certain instrument between owners and EDISON AND BELL entitled "FLEMINGS ROSELAND PARK" dated October 24, 1977 and recorded in Liber 7058, Pages 480 through 483, Oakland County Records.

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FLEMINGS ROSELAND PARK
SUBDIVISIONS PLATTED

AGREEMENT - RESTRICTIONS

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This instrument made this 24th day of OCTOBER, 1977, 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 referred to as "EDISON" and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

W I T N E S S E T H :

A parcel of land has been subdivided in the City of Farmington Hills, State of Michigan, described as:

The North 30 feet of Lot 220, all of Lots 221 through 250, inclusively; that part of the vacated portion of Stocker Street which lies between Lots 236 and 237; that part of the vacated portion of Cadillac Avenue which lies between Lots 242 and 243, and Lots 251 through 264, inclusively, all of Lot 138, 32, 33, all of FLEMINGS ROSELAND PARK, a subdivision of part of the N.E. 1/4 of Section 33, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan as recorded in Liber 47 of Plats, Page 42, Oakland County Records.

And, WHEREAS 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 said underground utility services 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) In addition to the easements set forth in the plat, owners agree to grant by separate instrument, additional easements deemed necessary for electric and communication utilities.

(3) Owners will place survey stakes indicating property lot lines before trenching.

(4) Whereas, sewer lines will parallel electric and communication lines, sewer taps must be extended into each lot for a distance of one (1') foot beyond the easement limits. Underground sewer and water lines may cross but shall not be installed parallel within the six (6') foot easements used for electric and communication facilities.

(5) 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.

(6) No excavations (except for public utility purposes) and no structures or permanent apparatus of any kind (except line fences and driveways) shall be allowed within the public utility easements used by EDISON and BELL. EDISON and BELL shall have no liability to Owners for removal of trees or plant life lying within said easements which, in the sole opinion of EDISON and BELL, interfere with their facilities or when removal is necessary to repair and maintain their underground service facilities.

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(7) Owners to provide for clearing the easements of trees, large stumps and obstructions.

(8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.

(9) Owners further agree that if subsequent to the installation of the utility facilities of EDISON or 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 time damage occurred.

(10) Owners hereby grant EDISON and BELL the right to install their secondary service and communication lines from termination of utility facilities at the front or rear property lines to meter or communication building entrance point as the case may be. Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.

(11) Owners will pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.

(12) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by \$1.25. Where special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders issued, from time to time, by the Michigan Public Service Commission.

(13) EDISON will own and maintain the secondary service laterals from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (9) above shall be borne by Owners.

This Agreement-Restrictions shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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

In the Presence of:

Mary Ann Klos
MARY ANN KLOS

Katherine Hayes
K. KATHERINE HAYES

J. Douglas Roy
J. DOUGLAS ROY

Charles V. Olaphan
CHARLES V. OLAPHAN

THE DETROIT EDISON COMPANY

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

By Irene C. Kata
IRENE C. KATA ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By Robert K. Brown
ROBERT K. BROWN
Staff Supervisor, Right of Way
(authorized signature)

RECORDED RIGHT OF WAY NO. 31209

10-24-77

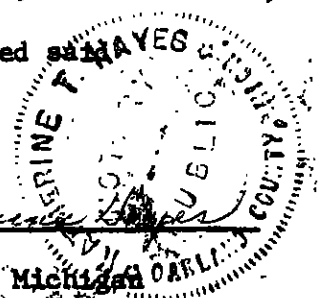
STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

LIBER. 7058 PAGE 482

On this 26th day of October, 1977, before me the subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury and Irene C. Kata, to me personally known, who being by me duly sworn did say they are the Dir., R/E & R/W Dept. and 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 instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Robert R. Tewksbury and Irene C. Kata acknowledged said instrument to be the free act and deed of said corporation.

T. KATHERINE HAYES
Notary Public, Oakland County, Mich.
Acting in Wayne
My Comm. Expires February 10, 1980

T. Katherine Hayes
Notary Public, Wayne County, Michigan



My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 1ST day of NOVEMBER, 1977, before me the subscriber, a Notary Public in and for said County, appeared ROBERT L. CHRISTENSEN to me personally known, who being by me duly sworn did say that he is STAFF SUPERVISOR RW authorized by and for MICHIGAN BELL TELEPHONE COMPANY a Michigan corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and ROBERT L. CHRISTENSEN acknowledged said instrument to be the free act and deed of said corporation.

J. Douglas Roy
Notary Public, _____ County, Michigan

My Commission Expires: _____

J. DOUGLAS ROY
Notary Public, Wayne County, Michigan
My Commission Expires January 27, 1981

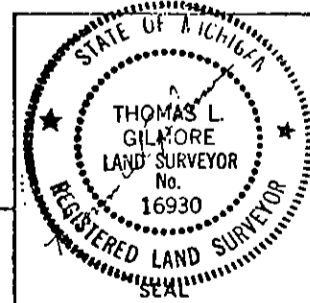
RECORDED RIGHT OF WAY NO. 51209

CERTIFICATE OF SURVEY

LEGAL DESCRIPTION FROM FIELD SURVEY:

All of Lots 251 to 264 included of "Flemings Roseland Park" a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E., Farmington Township, (now city of Farmington Hills), Oakland County, Michigan. Recorded in Liber 47, Page 42 Plats. The aggregate perimeter of said lots is described as: Commencing at the Northeast corner of said Section 33; thence S. $00^{\circ}-07'-30''$ E. 317.00 ft., along the East line of Section 33; thence N. $89^{\circ}-57'-00''$ W. 1255.14 ft., along the North line of said "Flemings Roseland Park" Subdivision; thence S. $00^{\circ}-03' W.$ 60.00 ft. to the point of beginning; thence S. $89^{\circ}-57'-00''$ E. 434.29 ft., along the South line of Bostwick Road, 60 feet wide; thence along a curve to the right an arc distance of 77.60 ft. (radius 29.96 ft., chord bears S. $15^{\circ}-44'-15''$ E. 57.65 ft.); thence along a curve to the left an arc distance of 313.04 ft. (radius 780.00 ft., chord bears S. $46^{\circ}-58'-40''$ W. 310.94 ft.), along the Northwesterly line of Flanders 80 feet wide; thence along a curve to the right an arc distance of 39.78 ft. (radius 30.00 ft., chord bears S. $73^{\circ}-28'-00''$ W. 36.93 ft.); thence along a curve to the left an arc distance of 198.11 ft. (radius 1105.00 ft., chord bears N. $73^{\circ}-40'-52''$ W. 197.84 ft.), along the Northerly line of Longwood Ave. 60 feet wide; thence along a curve to the right an arc distance of 45.14 ft. (radius 32.93 ft., chord bears N. $39^{\circ}-34'-43''$ W. 41.69 ft.); thence N. $00^{\circ}-16'-50''$ W. 160.55 ft., along the Easterly line of Fendt St. 30 feet wide; thence along a curve to the right an arc distance of 47.30 (radius 30.00 ft., chord bears N. $44^{\circ}-53'-05''$ E. 42.55 ft.) to the point of beginning.

When recorded return to
 Thomas L. Gilmore
 5905 Middlebelt Road
 Garden City, Michigan 48135



RECORDED HERE ON MAY NO. 31209

**AGREEMENT FOR UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM
FOR RESIDENTIAL SUBDIVISIONS, MOBILE HOME PARKS, CONDOMINIUMS
AND APARTMENT HOUSE COMPLEXES**

AGREEMENT, made this 8th day of November, 1977, between The Detroit Edison Company, hereinafter called the "Company" and Ager Building Company with offices at 27620 Farmington Road, Room 205, Farmington Hills, Michigan, hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 39 lots/buildings numbered E-1 thru E-29 and F-1 thru F-10 in the development known as Flemings Roseland Park (hereinafter called the "Development") located in Township 1N, Range 9E, Section 33, Farmington Hills, Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # 77A-63899 dated October 17, 1977, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

WHEREAS, the Company, pursuant to the applicable Orders of the Michigan Public Service Commission, is permitted to require payment from the Developer prior to constructing the underground electric distribution system.

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the Company and the Developer agree as follows:

1. The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an underground electric distribution system consisting of primary and secondary underground cables, transformers and associated equipment, and any other underground or overhead line extension facilities which are required in connection therewith, but not including service connections, to make available alternating current, 60 hertz, single phase electric service to lots/buildings in the Development. Said underground distribution system shall be designed and installed so that the Company may serve streetlighting luminaires therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the underground electric distribution system shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. Said underground electric distribution system shall be used for furnishing the Company's service to the Developer and to such other persons along such underground electric distribution system, or beyond the same, as may become customers of the Company; provided, however, that such underground electric distribution system shall remain a separate, distinct unit for the purposes of this Agreement and any further extension therefrom shall not be a part of nor have any effect upon this Agreement. Service connections between such underground electric distribution system and houses/buildings or other structures to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

RECORDED RIGHT OF WAY NO. 31209

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 7,268.00. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

3. In regard to any amount identified as "Refundable Line Extension Advance" in said "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", the Company will refund to the Developer in accordance with the "Schedule of Refunds", Attachment C, which is attached hereto and made a part hereof. No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12-month period commencing on the first day of the month following the first full billing period after which the service was energized, shall be retained permanently by the Company.

4. Without limiting the generality of the last sentence of Paragraph 2 hereof, if said underground electric distribution system or any portion thereof is to be installed during the period beginning December 15, and ending March 31, both inclusive, the Developer shall pay the Company, prior to installation of said system or portion thereof, an additional contribution (winter charge) of \$ 1.00 per trench foot for the portion of the said system installed during the period beginning December 15 and ending March 31, both inclusive, unless the Developer has signed this Agreement and paid the Total Payment Required, Attachment D, prior to November 1.

5. The Developer will provide to the Company, easements six feet (6') in width for the installation of the underground electric distribution system, which will be subsequently platted or provided by a separate easement instrument. Said easements shall include, but not by way of limitation, right of way for streetlighting in the Development by means of underground facilities.

6. The further maintenance of the underground electric distribution system in the proposed easements does not include repair of damage to said system caused by the Developer, its contractors, agents, employees, successors and assignees. If such damage should occur to said system, Developer will reimburse the Company for all costs arising out of any such damage.

7. Developer agrees that community antenna systems or other cable systems will not be installed in the same trench with Company and telephone cables without a separate written agreement.

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8. The Developer shall provide, at no expense to the Company, rough grading (within four inches of finished grade) so that the underground electric distribution system and the streetlighting cables, if any, can be properly installed in relation to the finished grade level. After rough grading, the Developer shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the Development. Developer shall also install and maintain final grade stakes along the route of the trench and at the location of all above grade equipment. Developer agrees that the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility will thereafter be maintained at a level not to exceed four inches above or below the finished grade level established at the time of installation of said underground facilities. Developer further agrees that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company. No later than five days prior to the start of construction that has been scheduled for November 30, 1977, the Developer will deliver to the Company an executed *Certificate of Grade* certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

9. If the Company, in its sole judgment, determines that all of the customers (or their equivalent) upon which the "Company's Share of Cost" (Attachment D) is based, will not be prepared to receive electric service upon the expected date of completion of construction of the underground electric distribution system, the Company may, upon written notice of the Developer, postpone commencement of construction of said system and delay the date electric service will be available to the Developer. Construction of the underground electric distribution system will begin when the Company, in its sole judgment, determines that all of such customers will be prepared to receive electric service on or before the date of the anticipated completion of the construction of the said system. In the event of such postponement by the Company, the Developer may upon five (5) days written notice to the Company, terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.

10. The Company shall not be responsible for any losses or damages incurred by the Developer arising out of the Company's inability to perform its obligations under this Agreement, where such inability arises from an event of Force Majeure. As used in this Agreement, the term Force Majeure shall include, but not be limited to, weather, labor disputes, unavailability of materials, equipment and supplies, strikes, sabotage, acts of the Developer, or any event not within the control of the Company, and which, by the exercise of reasonable diligence, the Company is unable to prevent.

11. This Agreement, all payments and refunds hereunder, and the construction and operation of the underground electric distribution system, shall be subject to such of the Company's Standard Rules and Regulations as may be applicable, including, but without limitation, Rule B-3.3, entitled "Extension of Service" and Rule B-3.4, entitled "Underground Distribution Systems". All changes in the Company's Standard Rules and Regulations occurring subsequent to the date of this Agreement, for purposes of this Agreement, shall be deemed to have occurred prior to the date hereof, shall be applicable to this Agreement and shall supersede the affected terms and provisions hereof.

12. If at any time prior to the commencement of construction of the underground electric distribution system, changes in the Company's Standard Rules and Regulations cause an increase or decrease in "Total Payment Required", Attachment D, Developer agrees to execute an Amendment to this Agreement reflecting such changes and pay all additional charges to the Company prior to the commencement of construction of the system. The Company agrees to refund any decreases to the Developer. Upon the failure of the Developer to execute such Amendment and pay to the Company the amount

RECORDED RIGHT OF WAY NO.

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of such increase prior to the commencement of construction of the system, the Company may terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.

13. Any assignment of this Agreement other than an assignment of the right to receive refund of the Advance pursuant to Paragraph 3 hereof, in whole or in part, by operation of law or otherwise, without the prior written consent of the Company, shall be void.

14. All notices required hereunder shall be in writing. Notices to the Company shall be sent by United States mail or delivered in person to:

THE DETROIT EDISON COMPANY
ATTENTION: DIVISION MANAGER

30400 Telegraph Road

Birmingham, Michigan, 48010

Notices to the Developer shall be sent by United States mail or delivered in person to:

Ager Building Company

27620 Farmington Road - Room 205

Farmington Hills, Michigan 48018

Either party may at any time change the title or address to which notices to it are to be mailed or delivered by giving written notice of such change to the other party.

15. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof, and constitutes the sole and entire agreement between the parties hereto.

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

THE DETROIT EDISON COMPANY

By Leonard P. Lucas

Its Director, Service Planning

DEVELOPER Ager Building Company

By IRWIN POER

Its V.P.

RECORDED RIGHT OF WAY NO. 31209

ATTACHMENT C

SCHEDULE OF REFUNDS

- (1) The Company will refund to the Developer the sum of \$500.00 for each additional residential customer(s) and two times the actual annual revenue of other customers directly connected to the extension whether by secondary voltage lines or limited purpose primary voltage lines.* Refunds will not be made until the original customer or their equivalent are actually connected to the extension.
- (2) Refunds under part 1 of this Attachment C shall be made without interest for a five-year period which begins the first day of the month subsequent to the first full billing period after the date the service is energized. The Company shall have no further obligation to refund any remaining portion of the advance. Any unrefunded advance will be considered a permanent contribution in aid of construction. The total amount refunded cannot exceed the amount of the advance under any conditions.

*A limited purpose primary line is a lateral extension of not more than 250' on the customers property connected to a financed line extension and is installed to serve an individual customer or group of customers from a single transformer installation.

COMPUTATION OF NON-REFUNDABLE CONTRIBUTION

(a) Single Home Subdivisions	<u>2,712</u> front lot feet x \$1.75 per front lot foot =	\$ <u>4,746.00</u>
(b) Mobile Home Parks, Condominiums and Apartment House Complexes	_____ trench feet x \$1.90 per trench foot =	\$ <u>-0-</u>
	_____ KVA of installed transformer capacity x \$4.00	\$ <u>-0-</u>
(c) As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to		\$ <u>378.00</u>
(d) Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ <u>-0-</u>
	TOTAL	\$ <u>5,124.00</u>

RECORDED RIGHT OF WAY NO. 31209

ATTACHMENT D

AGREEMENT NUMBER C477J548

COMPUTATION OF UNDERGROUND ELECTRIC DISTRIBUTION LINE EXTENSION
ADVANCE AND CONTRIBUTION FOR RESIDENTIAL DEVELOPMENTS

Estimated Direct Construction Cost	\$ 9,268.00
(Excludes engineering overhead costs and administrative cost. When applicable, in- cludes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost	\$ 2,000.00
(\$500.00 for each residential unit to be immediately served when the under- ground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance	\$ 2,144.00
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ 5,124.00
TOTAL PAYMENT REQUIRED	\$ 7,268.00

RECORDED RIGHT OF WAY NO. 31209

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

DATE: November 8, 1977

Ager Building Company

27620 Farmington Road - Room 205

Farmington Hills, Michigan 48018

RE: Flemings Roseland Park

Gentlemen:

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.

Please sign and return two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours,

George White
Service Planner

11-8-77
Date

CW:dp

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 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. 77A-63899 for this development is in my/our possession and will be used for this purpose.

Name [Signature]

Title V.P.

Name _____

Title _____

Date 11-17-77

RECORDED RIGHT OF WAY NO. 31209

**Detroit
Edison**

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

October 21, 1977

Ager Building Company
27620 Farmington Road
Farmington Hills, Michigan 48018

Gentlemen:

Re: FLEMINGS ROSELAND PARK


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

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 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 addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010, Att: Omer V. Racine, Room 272.

Sincerely,



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

OVR/lb
Enclosures

RECORDED RIGHT OF WAY NO.

31209

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

FOR RECORD USE DATE REC'D 10-10-77 DE-BELL NO. OE 7-87

TO: JIM ROBERTSON
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR
DISTRICT OAKLAND

Application No. _____
Date 10-8-77

We have included the following necessary material and information:

MATERIAL:

- A. Subdivision
 - 1. Copy of complete final proposed plat, or
 - 2. Recorded plat
 - a. Site plan
 - b. Title information (deed, title INSURANCE commitment, contract, or title search)

- or
- B. Other than subdivision
 - 1. Property description.
 - 2. Site plan.
 - 3. Title information (deed, title commitment, contract with title commitment, or title search).

INFORMATION:

1. Project name FLEMINGS ROSELAND PARK County OAKLAND
LIBER 47 PAGE 42
City/Township/Village FARMINGTON HILLS Section No. 33

Type of Development Subdivision Mobile Home Park
 Apartment Complex Other 553-4240

2. Name of Owner AGER BUILDING CO Phone No. 553-4240
Address 27620 FARMINGTON RD. FARMINGTON HILLS
48018
Owner's Representative IRWIN AGER Phone No. 553-1664

3. Date Service is Wanted 12-15-77

- 4. Entire project will be developed at one time YES NO
- 5. Cable poles on property WITHIN EASEMENTS IMMEDIATELY ADJACENT TO PROPERTY YES NO
- 6. Joint easements required YES NO

a. Name of other utilities MICH. BELL TELEPHONE CO
b. Other utility engineer names, addresses, phone numbers: CHARLES COX, 968-0162
26200 GREENFIELD RD OAK PARK

7. Part of subdivision is fed from overhead service. YES NO
Lot No. ALL LOTS EAST OF FLANDERS DR. (BLOCKS A, B, C, & D)

8. Additional information or comments: PENDING LAWSUIT BETWEEN DEVELOPER AND BUILDER WHO HAS OPTION TO PURCHASE SEVERAL LOTS, FOR FAILURE TO HAVE ELECTRICITY AVAILABLE.

NOTE: Trenching letter attached will be submitted later.

Signed George White
SERVICE PLANNING DEPARTMENT
Address _____ Phone _____

31209

AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

Date of Policy April 22, 1977 at 8:00 a.m.

POLICY NO. M 294667
M 346186

Amount of Insurance \$ 725,000.00

Loan No. 1-229234-0

1. Name of Insured:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DETROIT, A FEDERAL CORPORATION

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:

FEE SIMPLE

3. The estate or interest referred to herein is at date of policy vested in:

AGER BUILDING COMPANY, A MICHIGAN CORPORATION

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

A mortgage for \$725,000.00 was given by AGER BUILDING CO. A MICHIGAN CORPORATION, TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DETROIT, A FEDERAL CORPORATION, dated March 31, 1977 and recorded April 7, 1977 in Liber 6880, page 503, Oakland County Records, State of Michigan, along with Construction Loan Agreement dated March 31, 1977 and recorded April 7, 1977 in Liber 6880, page 510, Oakland County Records, State of Michigan.

SEE CONTINUATION SHEET NO. 1.

5. The land referred to in this policy is described as set forth in the said mortgage above mentioned.

Countersigned and Validated

BY _____
AUTHORIZED REPRESENTATIVE

syd

THIS COPY FOR USE AS REQUIRED

RIGHT OF WAY NO. 31209

CONTINUATION SHEET #1

M 204667

M 346186

POLICY NO.

Lots 25,26,27,28,29,32,33,64,65,66,67,68,71, through 99, inclusively; 101 through 106, inclusively, the north 1/2 of 107 all of lots 118 & 119; 121 through 143, inclusively; 148,149,150; the south 10 feet of 191; all of lots 192 through 207, inclusively; west 75 feet of 208, west 75 feet of 209, the north 30 feet of 220, 221, of lots 221 through 250, inclusively; that part of the vacated portion of STOCKER STREET which lies between lots 236 and 237; that part of the vacated portion of CADILLAC AVENUE which lies between lots 242 and 243, and lots 251 through 264, inclusively, all of FLEMINGS ROSELAND PARK SUBDIVISION, as recorded in Liber 47 of plats, page 42, Oakland County Records.

RECORDED IN LIBER 47 OF PLAT 42

3/20/09

Initialed for Identification

american title insurance company

SCHEDULE B

M 294667
M 346186

This policy does not insure against loss or damage by reason of the following:

1. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
2. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
3. Rights or claims of parties in possession.
4. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
5. Anything herein contained to the contrary notwithstanding, the liability of the Company extends only to aggregate of amounts actually disbursed at the date hereof under terms of the mortgage set forth in Schedule A-4. Any disbursements made subsequent to the date hereof shall be made only with the approval in writing by the Company and such written approval shall have the effect of insuring such disbursements as a valid lien prior to any interest or liens of record and prior to any unrecorded mechanics' lien arising from non-payment of bill covering the improvements set forth in the work progress and inspection report submitted in connection with such disbursement, as of the date of approval of such disbursement.
- 6.. It is further understood and agreed that this policy does not insure against the possibility of mechanics' liens relating to labor and materials furnished subsequent to the date of this policy nor does this policy guarantee completion of the improvements now in progress.
6. Building and Use Restrictions contained in instrument recorded in Liber 2670, page 641, and in Liber 778, page 569 and in Liber 628, page 113, Oakland County Records.
7. Special assessments not examined.
8. Easements for public utilities is reserved over certain portions of subject property, as shown on the recorded plat.
9. Easement for public utilities over the vacated portion of the vacated streets vacated by resolution recorded in Liber 6272, page 347, Oakland County Records.
10. A mortgage for \$725,000.00 was given by AGER BUILDING CO, A MICHIGAN CORPORATION, TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DETROIT, A FEDERAL CORPORATION, dated March 31, 1977 and recorded April 7, 1977 in Liber 6880, page 503, Oakland County Records, State of Michigan, along with Construction Loan Agreement dated March 31, 1977 and recorded April 7, 1977 in Liber 6880, page 510, Oakland County Records, State of Michigan.

RECORDED
INDEXED
MAY 10 1977
3/20/77

THOMAS L. GILMORE
REGISTERED LAND SURVEYOR
5905 Middlebelt Road • Garden City, MI 48135
313 • 261-0909

Parcel F-1

Part of Lots 251, 252, 263 and 264 of

"Flemings Roseland Park" a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E., Farmington Township (now city of Farmington Hills), Oakland County, Michigan. Recorded in Liber 47, Page 42, Plats.

Described as beginning at a point on the Northerly line of Longwood Ave. 60 feet wide, distant an arc distance of 22.23 ft. (radius 1105.00, chord bears N. $74^{\circ}-02'-56''$ W. 22.23 ft.) from the Southeast corner of Lot 252, thence along a curve to the left an arc distance of 77.20 ft. (radius 1105 ft., chord bears N. $76^{\circ}-36'-12''$ W. 77.18 ft.); thence N. $00^{\circ}-16'-50''$ W. 108.68 ft.; thence S. $89^{\circ}-57'-00''$ E. 75.00 ft.; thence S. $00^{\circ}-16'-50''$ E. 126.45 ft. to the point of beginning. Containing 0.2016 acres. Subject to easements of record.



RECORDED IN LIBER 47 PAGE 42 PLAT

31209

THOMAS L. GILMORE
REGISTERED LAND SURVEYOR
5905 Middlebelt Road • Garden City, MI 48135
313 - 261-0909

Parcel F-2

Part of Lots 252 and 253 of

"Flemings Roseland Park" a subdivision of part of the East 1/2
of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E.,
Farmington Township (now city of Farmington Hills), Oakland
County, Michigan. Recorded in Liber 47, Page 42, Plats.

Described as beginning at a point on the Northerly line of Longwood Ave.
60 ft. wd., distant an arc distance of 22.23 ft. (radius 1105.00 ft., chord
bears N. $74^{\circ}02'56''$ W. 22.23 ft.) from the Southeast corner of Lot 252;
thence N. $00^{\circ}16'50''$ W. 113.68 ft.; thence N. $82^{\circ}57'41''$ E. 67.03 ft.;
thence S. $00^{\circ}16'50''$ E. 142.51 ft.; thence along the Northerly line of said
Longwood 60 ft. wd. on a curve to the left, an arc distance of 69.79 ft.
(radius 1105.00 ft., chord bears N. $72^{\circ}48'57''$ W. 69.78 ft.) to the point
of beginning. Containing 0.19513 acres. Subject to easements of record.



RECORDED RIGHT OF WAY NO. 31209

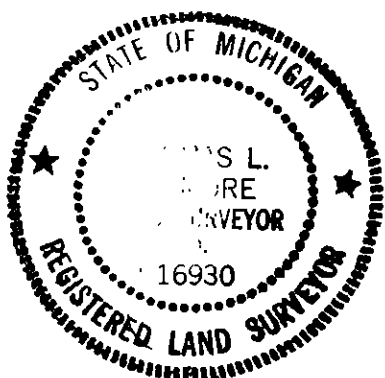
Parcel F-3

LEGAL DESCRIPTION

Part of Lots 253 and 254 of

"Flemings Roseland Park" a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E., Farmington Township (now city of Farmington Hills), Oakland County, Michigan. Recorded in Liber 47, Page 42, Plats.

Described as beginning at the Southeast corner of Lot 254; thence along a curve to the right an arc distance of 39.78 ft. (radius 30.00 ft., chord bears S. 73°-28'-00" W. 36.93 ft.); thence along the Northerly line of Longwood Ave. 60 ft. wd. on a curve to the left an arc distance of 47.44 ft. (radius 1105.00 ft., chord bears N. 69°-46'-36" W. 47.43 ft.); thence N. 00°-16'-50" W. 142.51 ft.; thence N. 82°-57'-41" E. 27.50 ft.; thence S. 19°-21'-27" E. 160.86 ft. to the point of beginning. Containing 0.1958 acres. Subject to easements of record.



Member

American Congress of Surveying and Mapping
Michigan Society of Registered Land Surveyors
Consulting Engineers Council of Michigan

RECORDED IN LIBER 47, PAGE 42, PLAT 48
3/20/09

THOMAS L. GILMORE
REGISTERED LAND SURVEYOR
5905 Middlebelt Road • Garden City, MI 48135
313 - 261-0909

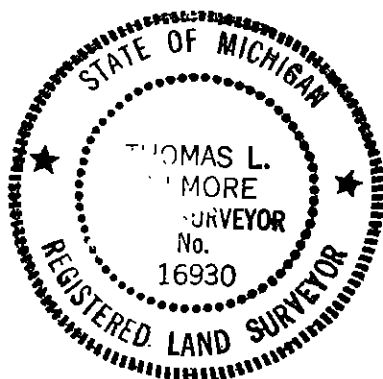
Parcel F-4

LEGAL DESCRIPTION

Part of Lots 254, 255 and 256 of

"Flemings Roseland Park" a subdivision of part of the East 1/2
of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E.,
Farmington Township (now city of Farmington Hills), Oakland
County, Michigan. Recorded in Liber 47, Page 42, Plats.

Described as beginning at the Southeast corner of Lot 254; thence N. $19^{\circ}-21'-27''$ W.
160.86 ft.; thence N. $82^{\circ}-57'-41''$ E. 49.47 ft.; thence S. $36^{\circ}-56'-04''$ E.
105.69 ft.; thence along the Northwesterly line of Flanders Dr. 80 ft. wd. on
a curve to the left an arc distance of 94.37 ft. (radius 780 ft., chord bears
S. $38^{\circ}-56'-46''$ W. 94.31 ft.) to the point of beginning. Containing 0.1981
acres. Reserving easements of record.



RECORDED IN LIBER OF V. 30. 3/209

THOMAS L. GILMORE
REGISTERED LAND SURVEYOR
5905 Middlebelt Road • Garden City, MI 48135
313 - 261-0909

Parcel F-5

LEGAL DESCRIPTION

Part of Lots 256, 257 and 259 of

"Flemings Roseland Park" a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E., Farmington Township (now city of Farmington Hills), Oakland County, Michigan. Recorded in Liber 47, Page 42, Plats.

Described as beginning at a point on the Northwesterly line of Flanders Dr. 80 ft. wd. distant along a curve to the right an arc distance of 94.37 ft. (radius 780.00 ft., chord bears N. $38^{\circ}-56'-46''$ E. 94.31 ft.), from the Southeast corner of Lot 254; thence N. $36^{\circ}-56'-04''$ W. 105.69 ft.; thence N. $00^{\circ}-16'-50''$ W. 99.12 ft.; thence S. $38^{\circ}-26'-20''$ E. 175.98 ft.; thence along the Northwesterly line of said Flanders Dr. along a curve to the left an arc distance of 64.49 ft. (radius 780.00 ft., chord bears S. $44^{\circ}-46'-52''$ W. 64.47 ft.) to the point of beginning. Containing 0.2004 acres. Reserving easements of record.



5/209

THOMAS L. GILMORE
REGISTERED LAND SURVEYOR
5905 Middlebelt Road • Garden City, MI 48135
313 - 261-0909

Parcel F-6

LEGAL DESCRIPTION

Part of Lots 257, 258 and 259 of

"Flemings Roseland Park" a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E., Farmington Township (now city of Farmington Hills), Oakland County, Michigan. Recorded in Liber 47, Page 42, Plats.

Described as beginning at a point on the Northwesterly line of Flanders Dr. 80 ft. wd., distant along a curve to the right an arc distance of 158.86 ft. (radius 780 ft., chord bears N. 41°-18'-53" E. 158.59 ft.) from the Southeast corner of Lot 254; thence N. 38°-26'-20" W. 175.98 ft.; thence N. 00°-16'-50" W. 10.88 ft.; thence along the Southerly line of Bostwick Ave. 60 ft. wd. S. 89°-57'-00" E. 68.07 ft.; thence S. 38°-26'-20" E. 139.86 ft.; thence along a curve to the left an arc distance of 60.06 ft. (radius 780 ft., chord bears S. 49°-21'-20" W. 60.05 ft.) to the point of beginning. Containing 0.2255 acres. Subject of easements of record.



RECORDED IN LIBER 47 PAGE 42 PLAT NO. 31209

THOMAS L. GILMORE
REGISTERED LAND SURVEYOR
5905 Middlebelt Road • Garden City, MI 48135
313 - 261-0909

Parcel F-7

LEGAL DESCRIPTION

Part of Lot 258 of

"Flemings Roseland Park" a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E., Farmington Township (now city of Farmington Hills), Oakland County, Michigan. Recorded in Liber 47, Page 42, Plats.

Described as beginning at a point on the Southerly line of Bostwick Ave. 60 ft. wd., distant S. $89^{\circ}-57'-00''$ E. 6.07 ft. from the Northwest corner of Lot 258; thence S. $89^{\circ}-57'-00''$ E. 148.38 ft. along said Southerly line of Bostwick Ave.; thence along a curve to the right an arc distance of 77.60 ft. (radius 29.96 ft., chord bears S. $15^{\circ}-44'-15''$ E. 57.65 ft.); thence along the Northwesterly line of Flanders Dr. 80 ft. wd. on a curve to the left an arc distance of 94.12 ft. (radius 780 ft., chord bears S. $55^{\circ}-01'-06''$ W. 94.06 ft.); thence N. $38^{\circ}-26'-20''$ W. 139.86 ft. to the point of beginning. Containing 0.2645 acres. Reserving easements of record.



L. 7071 - P38

3/209

THOMAS L. GILMORE
REGISTERED LAND SURVEYOR
5905 Middlebelt Road • Garden City, MI 48135
313 - 261-0909

Parcel F-8

LEGAL DESCRIPTION

Part of Lots 253, 254, 255, 256, 259, 260 and 261 of

"Flemings Roseland Park" a subdivision of part of the East 1/2
of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E.,
Farmington Township (now city of Farmington Hills), Oakland
County, Michigan. Recorded in Liber 47, Page 42, Plats.

Described as beginning at a point on the Southerly line of Bostwick Ave.
60 ft. wd. distant N. $89^{\circ}-57'-00''$ W. 62.00 ft. from the Northwest corner
of said Lot 258; thence S. $00^{\circ}-16'-50''$ E. 110.00 ft.; thence S. $82^{\circ}-57'-41''$ W.
74.69 ft.; thence N. $00^{\circ}-16'-50''$ W. 119.22 ft.; thence along the Southerly
line of said Bostwick Ave., S. $89^{\circ}-57'-00''$ E. 74.17 ft. to the point of
beginning. Containing 0.1951 acres. Reserving easements of record.



RECORDED FROM OF WAY NO. 31209

THOMAS L. GILMORE
REGISTERED LAND SURVEYOR
5905 Middlebelt Road • Garden City, MI 48135
313 - 261-0909

Parcel F-9

LEGAL DESCRIPTION

Part of Lots 252, 253, 261, 262 and 263 of

"Flemings Roseland Park" a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E., Farmington Township (now city of Farmington Hills), Oakland County, Michigan. Recorded in Liber 47, Page 42, Plats.

Described as beginning at a point on the Southerly line of Bostwick Ave. 60 ft. wd. distant N. $89^{\circ}-57'-00''$ W. 136.17 ft. from the Northwest corner of said Lot 258; thence S. $00^{\circ}-16'-50''$ E. 119.22 ft.; thence S. $82^{\circ}-57'-41''$ W. 69.31 ft.; thence N. $00^{\circ}-16'-50''$ W. 127.77 ft.; thence, along the Southerly line of said Bostwick Ave., S. $89^{\circ}-57'-00''$ E. 68.83 ft. to the point of beginning. Containing 0.1951 acres. Reserving easements of record.



RECORDED IN LIBER 47, PAGE 42, PLAT NO. 31209

THOMAS L. GILMORE
REGISTERED LAND SURVEYOR
3905 Middlebelt Road • Garden City, MI 48135
313 - 261-0909

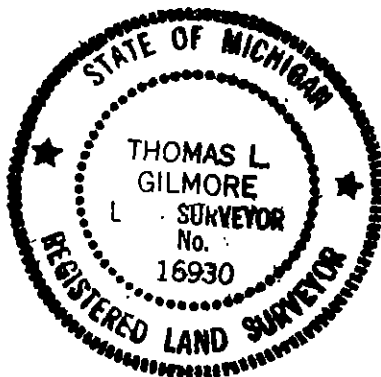
Parcel F-10

LEGAL DESCRIPTION

Part of Lots 251, 252, 263 and 264 of

"Flemings Roseland Park" a subdivision of part of the East 1/2
of the Northeast 1/4 of Section 33, T. 1 N., R. 9 E.,
Farmington Township (now city of Farmington Hills), Oakland
County, Michigan. Recorded in Liber 47, Page 42, Plats.

Described as beginning at a point on the Southerly line of Bostwick Ave.
60 ft. wd. distant N. $89^{\circ}-57'-00''$ W. 205.00 ft. from the Northwest
corner of said Lot 258; thence S. $00^{\circ}-16'-50''$ E. 115.00 ft.; thence
N. $89^{\circ}-57'-00''$ W. 75.00 ft.; thence N. $00^{\circ}-16'-50''$ W. 115.00 ft.;
thence, along the Southerly line of said Bostwick Ave., S. $89^{\circ}-57'-00''$ E.
75.00 ft. to the point of beginning. Containing 0.1980 acres.
Reserving easements of record.



RECORDED 2010.01.13.10. 31209

MEMORANDUM ORDER
FOR GENERAL USE
OF FORM NO 77 12-69

TO GEORGE WHITE DATE 11-29-77 TIME _____

Re: Underground Service - FLEMING ROSELAND PARK

ADDITIONAL Agreement and Easements obtained - OK to proceed with construction.

COPIES TO FILE SIGNED Omer V. Racine
REPORT GEORGE WHITE SERVICE PLANNER
Omer V. Racine, Representative
Real Estate, Rights of Way & Claims
272 Oakland Division Headquarters

DATE RETURNED _____ TIME _____ SIGNED _____

MEMORANDUM ORDER
FOR GENERAL USE
95 FORM 69 77 12-53

TO GEORGE WHITE DATE 11-29-77 TIME _____

Re: Underground Service - FLEMING ROSELAND PARK

Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: FILE

REPORT GEORGE WHITE SERVICE PLANNER

SIGNED Omer V. Racine

Omer V. Racine, Representative
Real Estate, Rights of Way & Claims
272 Oakland Division Headquarters

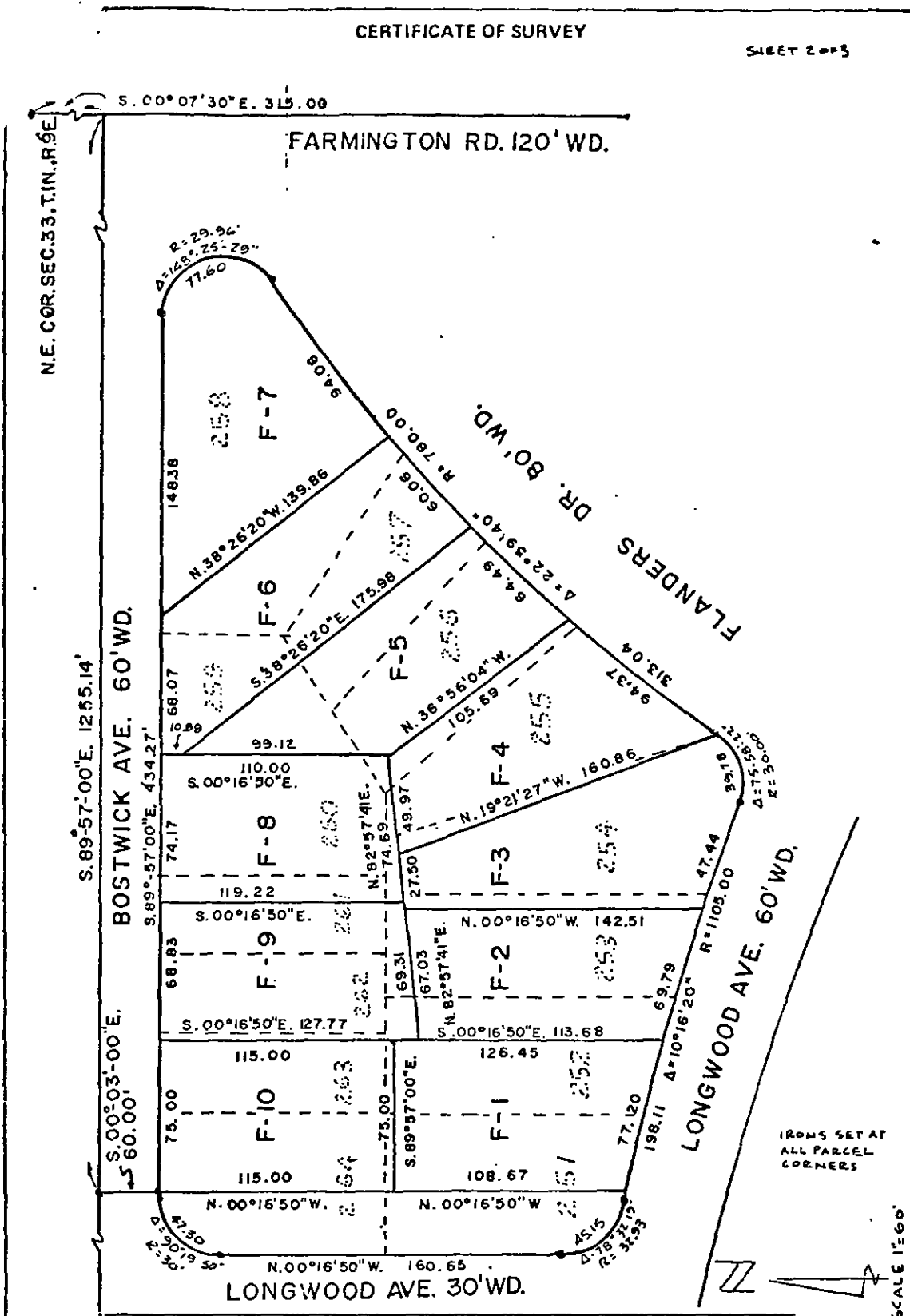
DATE RETURNED _____

TIME _____

SIGNED _____

CERTIFICATE OF SURVEY

SHEET 2 OF 5

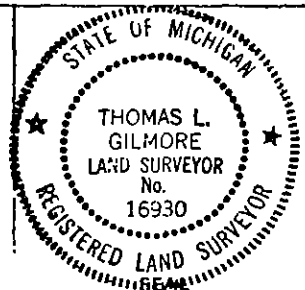


I hereby certify that I have surveyed and mapped the land above platted and/or described on Nov 1, 1977 and that the ratio of closure on the unadjusted field observations of such survey was 1/21,000, and that all of the requirements of P.A. 132,137(1) have been complied with

Thomas L. Gilmore
 THOMAS L. GILMORE R.L.S. #16930

DRAFTED BY:
 THOMAS L. GILMORE R.L.S.
 5905 MIDDLEBELT RD
 GARDEN CITY, MI. 48135

When recorded return to
 Thomas L. Gilmore
 5905 Middlebelt Road
 Garden City, Michigan 48135



RECORDED RIGHT OF WAY NO.

31209