

HUNTERS GROVE CONDOMINIUM

(LIBER 7758 PAGE 67)

80 109975
(50 26700)

Detroit Edison

Right of Way Agreement

19
1/3

LIBER 7929 PAGE 681

MARCH 1, 1980

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to CONSUMERS POWER COMPANY, a Michigan corporation of 212 Michigan Avenue, Jackson, Michigan, THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required for transmitting and distributing electricity, providing communication services and gas facilities with the usual services connections and accessories in, under, upon, over and across the land located in the City of Farmington Hills, Oakland County, Michigan, and more particularly described on the attached Appendix "A"; with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be Ten (10) feet in width unless otherwise indicated and their route is described as follows: The exact location of said easement will be as shown on a drawing to be recorded within 90 days after construction.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES equipment.
2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.
3. If the lines or facilities of UTILITIES' are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.
4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licenses and assigns of the parties hereto.

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

Witnesses:

Grantors:

Janina Salvatore

 JANINA SALVATORE

Andrew Brass

 ANDREW BRASS

Iris H Meyer

 Iris H. Meyer, A Single Woman

RECORDED RIGHT OF WAY NO. 33601

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

Address: 56 Windsor Avenue
 West Acton, Massachusetts 01720

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

(Rtn over) 9.00 5.00

STATE OF MICHIGAN)
) ss:
COUNTY OF MACOMB)

Personally came before me this 1st day of March 1980,
the above named Iris H. Meyer, a single woman, to me known to be the person who
executed the foregoing instrument and acknowledged that she executed the same as
her free act and deed.

My Commission Expires: February 8, 1983

Rhoda J. Brown
Notary Public, Macomb County, Michigan
RHODA J. BROWN

CRESCENDO HOMES, INC.
a Michigan Corporation
28277 Dequindre Road
Madison Heights, Michigan 48071

WITNESSES:

[Signature]
JEROME B. FREEDMAN
[Signature]
JULIA R. DOHERTY

[Signature]
Neil Spizizen, President
[Signature]
Eugene Gleba, Vice President

STATE OF MICHIGAN)
) ss:
COUNTY OF MACOMB)

Personally came before me this 11th day of March 1980,
Neil Spizizen, President, and Eugene Gleba, Vice President of the above named
corporation, to me known to be such President and Vice President of said corporation,
and acknowledged that they executed the foregoing instrument as such officers as
the free act and deed of said corporation, by its authority.

My Commission Expires: February 8, 1983

Rhoda J. Brown
Notary Public, Macomb County, Michigan
RHODA J. BROWN

APPENDIX "A"

A parcel of land being a part of the northeast 1/4 of Section 3, Town 1 North,
Range 9 East, Farmington Township, (now City of Farmington Hills), Oakland County,
Michigan, more particularly described as: Beginning at the northeast corner of
said Section 3; thence due South, along the East line of said Section 3 (centerline
of Orchard Lake Road, 66 feet wide) 1951.0 feet to a point, said point being the
northeast corner and the point of beginning of the parcel herein described; thence
due South, continuing along the East line of Section 3, 440.0 feet to a point;
thence due West 600.0 feet to a point; thence due North 440.0 feet to a point;
thence due East 600.0 feet to the point of beginning.

RECORDED
INDEXED
OF THE NO. 33601

FILED
CLERK OF THE SUPERIOR COURT
MICHIGAN

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. CRG.	<i>J. Robertson</i>	<i>3/24/80</i>
MAN. DEPT.		
LEG. DEPT.		
W. & A. / DEPT.		
SYSTEMS ENG. DEPT.		
TAX DEPT.		

RETURN TO
 J. A. ROBERTSON
 THE DETROIT EDISON COMPANY
 30400 TELEGRAPH ROAD, 272 OAKDH
 BIRMINGHAM, MICHIGAN 48010

RETURN TO
 J. A. ROBERTSON
 THE DETROIT EDISON COMPANY
 30400 TELEGRAPH ROAD, 272 OAKDH
 BIRMINGHAM, MICHIGAN (200)

2-7-80, CB 80-9

TO: JAMES A ROBERTSON
REAL ESTATE AND RIGHTS OF WAY SUPERVISOR

Application No. _____

DISTRICT OAKLAND

Date 2-6-80

We have included the following necessary material and information:

MATERIAL:

A. Subdivision

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

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 HUNTER GROVE CONDOS County OAKLAND

City/Township/Village FARMINGTON HILLS Section No. N.E. 1/4 SEC. 3

Type of Development

Subdivision Mobile Home Park

Apartment Complex Other

2. Name of Owner CRESCENDO HOMES INC. Phone No. 399-0910

Address 28277 DEQUINDRE RD. MADISON HEIGHTS MI, 48071

Owner's Representative MR. JERRY FREEMAN Phone No. 399-0910

3. Date Service is Wanted 4-1-80

4. Entire project will be developed at one time YES NO

5. Cible poles on property YES NO

6. Joint easements required 3WAY YES NO

a. Name of other utilities MICH. BEE & CONSUMERS POWER CO

b. Other utility engineer names, addresses, phone numbers: MRS. G. YOUNG-M.B.T. CO.
#968-5549, & DOUG PASCOE CONSUMERS #427-5700 EXT 542

7. Part of subdivision is fed from overhead service. YES NO

Lot No. _____

8. Additional information or comments: NONE

NOTE: Trenching letter attached will be submitted later.

Signed A. Foli

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

AGREEMENT, made this 13 day of February, 1980, between The Detroit Edison Company, hereinafter called the "Company" and Crescendo Homes, Inc., with offices at 28277 Dequindre Road, Madison Heights, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 29 lots/buildings numbered ~~A thru H~~ A THRU I in the development known as Hunter Grove Condominiums (hereinafter called the "Development") located in Township 1N, Range 9E, Section 3 (NE Cor.), Farmington, 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 # 80A-63812 dated February 5, 1980, 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:

L 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.

33601

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 4,751.00. 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.

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 April 1, 1980, 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

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:

Crescendo Homes, Inc.

Attn: Jerry Freeman
28277 Dequindre Road

Madison Heights, Michigan 48071

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
Leonard P. Lucas

Its Director of Service Planning

DEVELOPER Crescendo Homes, Inc.

By [Signature]

Its [Signature]

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		
		_____ front lot feet x \$1.75 per front lot foot =	\$ <u>-0-</u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
		<u>1,795</u> trench feet x \$1.90 per trench foot =	\$ <u>3,411.00</u>
		<u>250</u> KVA of installed transformer capacity x \$4.00	\$ <u>1,000.00</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>340.00</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>4,751.00</u>

ATTACHMENT D

AGREEMENT NUMBER C1801013

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

Estimated Direct Construction Cost	\$ <u>5,855.00</u>
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost	\$ <u>4,500.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance	\$ <u>-0-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>4,751.00</u>
TOTAL PAYMENT REQUIRED \$	<u>4,751.00</u>

**Detroit
Edison**

Oakland Division
30400 1st Street, Suite 100
Birmingham, Mi 48010
(313) 646-0900

DATE: February 13, 1980

Crescendo Homes, Inc.

28277 Dequindre Road

Madison Heights, Michigan 48071

RE: Hunter Grove Condominiums

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,

Armando Foli

SERVICE PLANNER

2-14-80

DATE

AF: dp

CERTIFICATE

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. 80A-63812 for this development is in my/our possession and will be used for this purpose.

Name

Title

Name

Title

Date

2-19-80

Lawyers Title Insurance Corporation

A STOCK COMPANY
Home Office—Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective date July 5, 1979 at 8:00 A. M.

Case No. T79-59701-F

2. Policy or policies to be issued:

(a) ALTA Owner's Policy—Form B-1970 (Rev. 10-17-70)
Proposed insured:

Amount \$ 385,000.00

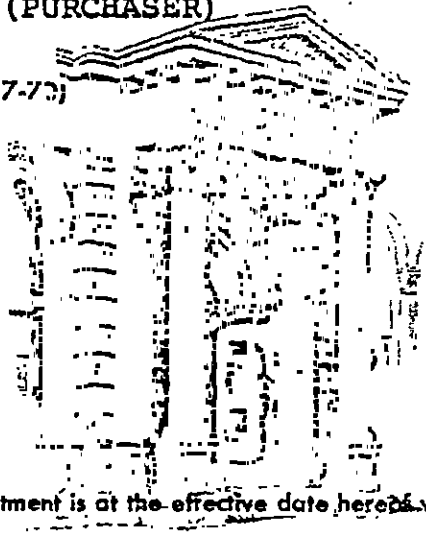
CRESCENDO HOMES, INC. (PURCHASER)

(b) ALTA Loan Policy, 1970 (Rev. 10-17-70)
Proposed insured:

Amount \$ _____

(c)
Proposed insured:

Amount \$ _____



3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in

Iris H. Meyer. (Titleholder)

4. The land referred to in this Commitment is described as follows:

See Attached Page 2.

FOR INFORMATION CALL: 649-3322
Court signed at TROY METRO CENTER

LEGAL MATTERS: Ext 403
Anthony F. Brinkman
7/23/79

[Signature]
Authorized Officer or Agent

Schedule A—Page 1—No. **BB 510050**

33601

Lawyer Title Insurance Corporation

A Stock Company

Home Office - Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

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

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

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."



Lawyers Title Insurance Corporation

Robert C. Dawson

President

Attest:

Roy W. McLeod

Secretary

Lawyers Title Insurance Corporation

A Stock Company

Home Office - Richmond, Virginia

CASE NO. T79-59701-F

SCHEDULE A cont'd.

Land in the City of Farmington Hills, County of Oakland, State of Michigan, described as:

A parcel of land being a part of the Northeast 1/4 of Section 3, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, more particularly described as: Beginning at the Northeast corner of said Section 3; thence due South, along the East line of said Section 3 (centerline of Orchard Lake Road, 66 feet wide) 1951.0 feet to a point, said point being the Northeast corner and the point of beginning of the parcel herein described; thence due South, continuing along the East line of Section 3, 440.0 feet to a point; thence due West 600.0 feet to a point; thence due North 440.0 feet to a point; thence due East 600.0 feet to the point of beginning.

Lawyers Title Insurance Corporation

A STOCK COMPANY

Home Office—Richmond, Virginia

CASE NO. T79-59701-F

SCHEDULE B—Section 1

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Item (c). Pay the following taxes, plus penalties, interest and collection fees, if any.

County Tax - 1978 Paid \$808.73

City Tax - 1979 Due \$1,182.45

Sidwell Tax Item No. 23-03-226-004 equals 6.06 Acres

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES:

FOR ALL MORTGAGE POLICIES:

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

FOR A.L.T.A. MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements, releases and waivers of lien in connection with improvements made on subject land which might create mechanics' and materialmen's lien rights, or satisfactory evidence that no such improvements have been made.

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

If any requirement is not satisfied, the policy will be issued subject to the exception which would have been eliminated by compliance therewith. The policy will also contain exceptions as to any matters affecting the title to subject land which may arise after the date hereof and are not disposed of to the satisfaction of the Company. This commitment is subject to the exclusions from coverage and the provisions of the conditions and stipulations contained in the form of policy requested by the applicant. Owner's Policies and Mortgage Policies with exceptions will be issued with the standard exceptions set forth below.

STANDARD EXCEPTIONS INCLUDED IN SCHEDULE B OF:

Owner's Policies:

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

Mortgage Policies with exceptions:

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

CONDITIONS APPLICABLE TO ALL COMMITMENTS:

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the register of deeds for the county in which the subject land is located, the policy will contain an exception providing that there shall be no liability thereunder for loss or damage arising from failure to evidence such estate or interest of record.

This commitment is delivered and accepted upon the understanding that the party to be insured has no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting subject land other than those set forth herein and in the title insurance application. Failure to disclose such information shall render this commitment, and any policy issued pursuant thereto, null and void as to such defect, objection, lien or encumbrance.

NOTE: WHEN THE REQUIREMENTS HAVE BEEN SATISFIED, PLEASE ORDER THE POLICY ON THE ATTACHED FORM.

Lawyers Title Insurance Corporation

A STOCK COMPANY

Home Office - Richmond, Virginia

CASE NO. T79-59701-F

SCHEDULE B-Section 2

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or being used as a street, road or highway.
3. Land Contract interest of insured party as disclosed by applicant.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

STANDARD FORM

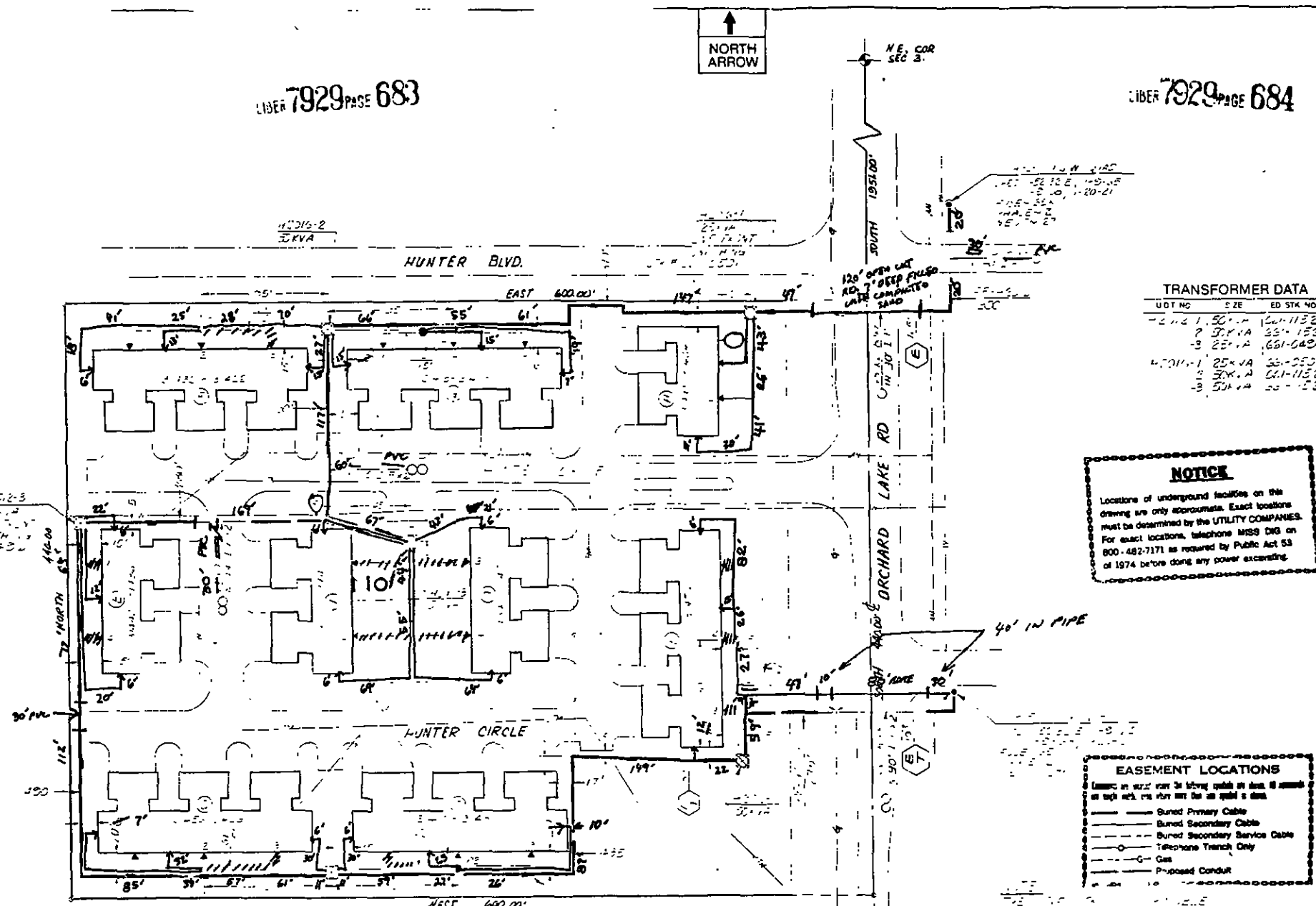
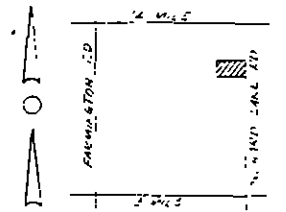
COMMITMENT



Lawyers Title
Insurance Corporation
A Stock Company
Home Office
Richmond, Virginia

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPREME COURT OF VIRGINIA
33601

LOCATION SKETCH
MAP SEC NOS. F&K 6-2



TRANSFORMER DATA

UUT NO	SIZE	ED STK NO
1	50KVA	120-1132
2	30KVA	55-1152
3	25KVA	661-0426
4	25KVA	55-0531
5	30KVA	641-1152
6	50KVA	55-1152

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

TRANSFORMER SPECS
PEDESTAL SPEC _____
NO OF PEDESTALS 5
NO OF TEMPORARY CABLE MARKERS _____
TEMPORARY CABLE MARKER SPEC _____
SECONDARY CONNECTION BOX SPEC _____

CODE

- ⊙ TEMPORARY SECONDARY PEDESTAL TEMPORARY CABLE MARKER
- ⊠ 30" DEAD FRONT TYPE
- ⊡ 10" NON SWITCHING - LIVE FRONT TYPE
- ⊞ NOT SWITCHING - LIVE FRONT TYPE
- ⊞ DIRECT ON OF TRANSFORMER DOOR OPENING
- ⊞ SECONDARY PEDESTAL
- ⊞ SECONDARY CONNECTION BOX
- ⊞ CABLE POLE
- ⊞ PRIMARY SWITCH CABINET
- ⊞ 1" x 2" OR MAPY CABLE - ALL VOLTAGES
- ⊞ 1" x 2" SECONDARY CABLE
- ⊞ 1" x 2" SECONDARY SERVICE CABLE
- ⊞ DETECT FOLSON TRENCH ONLY
- ⊞ TELEPHONE TRENCH ONLY
- ⊞ SILVER
- ⊞ WATER
- ⊞ GAS
- ⊞ PROPOSED CONDUIT
- ⊞ SEP CONN CAB NET

CABLE SUMMARY

ITEM	QUANTITY	UNIT
TEMP	46	FT
TEMP	26	FT
TEMP	26	FT

TRENCH SUMMARY

ITEM	QUANTITY	UNIT
TEMP	1852	FT
TEMP	87	FT
TEMP	602	FT
TEMP	2543	FT
TEMP	1014	FT
TEMP	1014	FT

EASEMENT LOCATIONS
Locations are shown for the following utilities as shown on record drawings or by other means. All easements are shown with the utility name and depth or width.

- Buried Primary Cable
- Buried Secondary Cable
- Buried Secondary Service Cable
- Telephone Trench Only
- Gas
- Proposed Conduit

GENERAL NOTES

TRENCHING TO BE DONE BY _____
TRENCH AND CABLE LENGTHS ARE APPROXIMATE
SEE SECTION 11.11.11 - ALL CONSTRUCTION STANDARDS FOR "PART 5" MAT DETAILS
SEE PAGE 3211.11.11 - DETAIL FOR EXTERNAL POINT DETAILS, S. APPTS ON
SEE SECTION 11.11.11 - THE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLE
TRANSFORMERS AND PEDESTALS SUB TO ONLY
DE SERVICE PLANNER _____
TEL. CO. _____
GAS CO. _____
OTHERS _____
CONTACT MISS DIG 800-482-7171 BEFORE DOING ANY EXCAVATION
EASEMENTS INDICATED BY CLR CENTERLINE ARE
IN WIDTH UNLESS OTHERWISE NOTED

PERMITS REQUIRED

CITY OF FARMINGTON ILLS COUNTY NOTIFICATION ONLY
STATE YES NO

D	C	B	A	STEP 1	REFERENCE	DATE	BY	FOR	THE DETROIT EDISON COMPANY
				AS INSTALLED START 7-8-80 FINISH 7-21-80 NOTED 9 APRIL BY ANNUNIA		12-10-80	A. E. O.	HUNTER GROVE CONDO'S N.E. 1/4 SEC. 3	SERVICE PLANNING JOB NO. 41 DATE 5/13/80 BY 5123 DAY 80A-63812