LEBER 9472 PAGE 245)

(86105944)

Detroit **Edison**

Right of Way Agreement

87 60575

MARCH 14 , 1986.

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 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 $\underline{\underline{\text{Ten }(10)}}$ feet in width unless otherwise indicated and their route is described as follows: The exact location of said easements shall be shown on a drawing to be recorded 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 assigned of the parties hereto.

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

Witnesses:

ROBLAT

DARY JANE

Grantors:

M.V. Building Company,

A Michigan Corporation

Walter magines by Vice President

2981 MISC

15.00

Address: 6070 W. Maple Road, Suite 100

Prepared By: Omer V. Racine

RETURN

To: The Detroit Edison Company

30400 Telegraph Road, 264 OAKDH

Birmingham, MI 48010

West Bloomfield, MI 48033

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

DE 963-4188 11 79CS (DE CP MBT () RD;

RECORDED RIGHT OF TAY NO. __

NO. 3 /0/0

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or or Olma

LIBER 9838 PAGE 388

STATE OF MICHIGAN)

My Commission Expires:

LIBER 9472 PAGE 246

Notary Public, OAKLAN & County, Michigan

) ss. COUNTY OF DAKLAND) On this day of March 1986, before me appeared E. WALTER MASCIULLI, to me personally known, who being duly sworn, did say that he is Vice President of M.V. Building Company, A Michigan Corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said E. WALTER MASCIULLI, acknowledged the said instrument to be the free act and deed of the corporation. IRIS M. SUTT Notary Public, Oakland County, MI My Commission Expires Mar. 25, 1986 Notary Public, OAKLANd County, Michigan My Commission Expires: WITNESSES: CORDED 15207 P.O. Box 23249 9 Detroit, Michigan 48223 YAY ₹ STATE OF MICHIGAN) COUNTY OF CALLAND) Personally came before me this <u>21st</u> day of <u>March</u> 1986, the above named ALBERT SIEFMAN AND SHIRLEY SIEFMAN, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. IRIS M. SUTT

Notary Public, Oakland County, MI My Commission Expires Mar. 25, 1986 APPENDIX "A"



All that part of the Southeast 1/4 of Section 11. TIN., R9E., City of Farmington Hills, Oakland County, Michigan, described as: Beginning at a point on the West line of Middlebelt Road, 120 feet wide, which point is distant South 00°01'50" East 846.04 feet along the East line of said Section 11 and South 89°53'10" East 60.00 feet from the East 1/4 corner of said Section 11; thence along said East line of Middlebelt Road, South 00°01'50" West 60.00 feet; thence South 89°53'10" West 805.00 feet; thence South 00°01'50" East 362.00 Feet; thence along the North line of "Hillside Sub.", as recorded in Liber 37 of Plats, Page 22, Oakland County Records, South 89°53'10" West 459.32 feet; thence along the East line of "Supervisor's Muer Estates," as recorded in Liber 14 of Plats, Page 50, Oakland County Records, North 00°05'10" East 843.03 feet; thence South 89°53'41" East 744.08 feet; thence South 00°01'50" East 418.19 feet; thence North 89°53'10" East 518.53 feet to the point of beginning, containing 554,343.88 square feet or 12.72598 acres of land. Subject to and/or together with all easements or rights of record if any.

SID WELL # 23-11-126-604 5E1/4

23-11-426-004-5E-1

007-SF/4

and Pine Knolls Condo OCCEH 4160 23-11-426-000

37015

Ja. 86-181563 Land Contracts 9287 na 325 86 26223 Title Services WITH ALTERNATE TAX AND INSURANCE PROVISIONS This Contract, Made this February 19 86 day of Albert Siefman, a married man hereinafter referred to as the "Seller," whose address is 31555 Fourteen Mile Road, #100, Farmington Hills, MI. 48018 M. V. Building Co., a Michigan Corporation hereinafter referred to as the Purchaser," whose address is 6070 W. Maple, Suite 110, W. Bloomfield, MI. Wilnesseth: 1 THE SELLER AGREES AS FOLLOWS Description of Premises (a) To sell and convey to the Purchaser land in the City of Farmington Hills + 23-11-1126-004 SE/4 Oakland County, Michigan, described as See Attached Legal Description 004899 \mathcal{C} 8 together with all tenements, hereditaments, improvements and apportenances, including all lighting fixtures, plumbing fixtures shades. Venetian blinds, curtain rods atorm windows storin doors screens awnings if any and ferms of and subject to all applicable building and use restrictions, and easements in any, affecting the premises (b) That the consideration for the sale of the above described premises to the Purchaser is Three hundred and Sixty Thousand Dollars & 00/100 (5 360,000.00) DOLLARS OF Which the sum of One Hundred and Sixty Thousand Dollars & 00/100 160,000.00) DOLLARS has heretofore been paid to the Setter, the receipt of which is hereby acknowledged, and the balance of Two Hundred Thousand Dollars & 00/100

Is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of Ten percent per cent per annum This balance of purchase money and interest shall be paid in monthly installments of two Hundred Thousand Dollars & 00/100

Two Hundred Thousand Dollars & 00/100

(\$ 200,000.00) DOLLARS BY DURCHASSER OF THE PURCHASSER SELECTION OF THE PURCHASSER SELECTIO said payments to be applied 1986 February 18, peginning first upon interest and the balance on principal. PROVIDED, the entire, purchase money and interest shall be fully paid within 15 months And from the date hereof, anything herein to the contrary notwithstanding (c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrencer of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns a good and sufficient Warranty Deed conveying title to said fand, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached sincultie date hereof through the acts or omissions of persons other than the Seller or his assigns. ic. To deliver to the Purchaser as evidence of fittle, at the Seller's option, either a Policy of Title insurance insuring Purchaser of Assirtact of fittle, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and rasued by the Transamerica Title Insurance Company if the evidence of little is an Abstract of Title, the Seller shall have the right to retain possession of "the Abstract of Title during the life of titls contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable school in the properties of the pr To furnish Tille Evidence 2 THE PURCHASER AGREES AS FOLLOWS Purchaser s Dulies (a) To purchase said land and pay the Seller the sum aforesaid, with the interest theron as above provided (b) To use maintain and occupy said premises in accordance with any and all restrictions thereon (c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority. $\mathcal Q$ To Pay Texes and keep Premises Insured (d) To pay all taxes and assessments hereafter invied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof, also at all times to keep the buildings now or hereafter on the premises insured against loss and damage in manner and to an amount approved by the Seller and to deliver the policies as issued to the Seller with the premiums fully paid. If the amount of the estimated monthly cost of Taxes. Assessments and insurance is inserted in the following Paragraph. 2(e), then the method of the payment of these items as the ein indicated shall be adopted. If this amount is not inserted, then 2(e), then the method of the payment of these dams as the ein indicated shall be ecopied in this endough a million of the payment provided in the preceding Paragraph 2(d) shall be effective Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective 1 Insert amou in advance inonthly installment method (e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchase: is not in default under the terms of this contract, the Seller shall pay for the meinog of laxes and insurance is In the anopted Purchaser's account, the laxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand demand
(i) That he has examined \$2.00 a.m.
(ii) That he has examined \$2.00 a.m.
(iii) That he has examined \$2.00 a.m.
(iiii) That he has examined \$2.00 a.m.
(iiiii) That he has examined \$2.00 a.m.
(iiiii) That he has examined \$2.00 a.m.
(iiiii) That Acceptance of Title and Premises

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(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof reasonable wear and tear excepted and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS.

Mortgage by Seller

3 THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereol and shall provide for payment of principal and interest in monthly installments which do not exceed such installments into scontact, shall provide for a rate of interest on the unpaid balance of the mortgage debt which does not exceed the rate of interest provided in Paragraph 1 (b), or on such other terms as may be agreed upon by the Seller and Purchaser and shall be a first lien upon the land superior to the rights of the Purchaser herein, provided notice of the execution of said mortgage or mortgages or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser hereinder to the iner of any such mortgage or mortgages. In event said Purchaser shall refuse to subordinate the rights of the Purchaser hereinder to the ten of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to execute any instruments demanded by said Seller and shall refuse to execute any instruments demanded by said Seller and shall refuse to execute any instruments demanded by said Seller and shall refuse to execute any instruments demanded by said Seller and shall refuse to execute any instruments demanded by said Seller and shall refuse to execute any instruments demanded by said Seller and shall refuse to execute any instruments demanded by said Seller and shall refuse to execute any instruments demanded by said Seller and shall refuse to execute any instruments demanded by said Seller and shall refuse to execute any in

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(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortoage, the Seller, shall meet (b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller, shall meet be payments of principal and interest thereon as they malure and produce evidence thereof to the Purchaser on demand and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums first maturing hereon, with interest at the rate provided in Paragraph 1 (b) on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser way at any time thereafter white such proceedings are pending, encumber said land by mortgage, or purchase money lies hay mortgage so given shall be a first filen upon the land superior to the rights of the Seller Iherein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage ancounted with the proceeding a coverant by the grantee to assume and agree to pay the same.

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or produce such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the fand and premises, payable by the Purchaser to the Seller forthwith with interest at the rate as set forthin Paragraph 1 (b) hereol

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(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against time Seller until a duplicate thereof, duly winnessed and acknowledged, together with the residence address of such assigned, shall be delivered to the Seller Purchaser's liability hereur der shall not be released or affected in any way by delivery of such assignment on by Seller's oudorsement of receipt and or acceptance thereon.

COSSESSION

(e) The Purchaser shall have the right to possession of the premises from and after the date nered, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof in the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive posse, but only which possessive righ, shall coaps and terminate for service of a notice of foreiture of this contract. Erection of Jighs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

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Edited. Execution or Jighs by reurclasser on vacant or unimproved property shall not constitute Schall possession by him.

If I lit he Purchaser shall fail to perform this confract or any part thereof, the Sellier immediately after such default shall have he right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and every other occupant remove and put out. In all cases where a notice of tortecture is relied upon by the Sellier to terminate rights hereunder, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cored within that time.

Acceleration Clause

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be duri and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) The wife of the Seller for a valuable consideration joins herein and agrees to join in the execution of the Deed to be made in fulfillment hereol.

(a) Time shall be deemed to be of the essence of this contract

(j) The individual parties hereto represent themselves to of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

Note a to Purchaser

(k) Any dectarations notices or papers necessary or proper to terminate ancelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser it such instrument is enclosed in an envelope with first class postage fully prepaid it said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box

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The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereol as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective pathes.

In Witness Whereot, the parties hereto have executed this contract in duplicate the day and year first above written

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Idani

Adame

Albert Siefman, a married man

M. V. Building Co.

...

* & Watter Mesinell BY: E. Walter Masciulli, V.P.

STATE OF MICHIGAN COUNTY OF Oakland

The foregoing instrument was acknowledged before me this

18th

February

19 86 by Albert Siefman, a married man

Saudia Geranos Candico A.

Adams Notery Public, County, Michigan

HICORDED

RIGHT

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My Commission expires

January 23,

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Use this Acknowled ment Form

STATE OF MICHIGAN COUNTY OF Oakland

18th

February day of

19 96 by E. Walter Masciulli Vice President

The foregoing instrument was acknowledged before me this

(individual Name(s) and Office(s) Held)

M. V. Building Co.

(Corporate Name)

Michigan of incorporation) corporation, on benalf of the corporation.

Mixue Aldans Candica A. Adams

My Commission expires

January 23,

. 1890

Business address

Mr. Robert E. James

Century 21 - Robec Properties 6070 W. Maple - Suite 100 West Bloomfield, MI.

Return to:

Albert Seifman 1555 Fourteen Mile, #100 Farmington Hills, MI. 48018

7.

UBER 9287 PAGE 328

Land in the City of Farmington Hills, Oakland County Michigan, described as: Part of the Southeast one-quarter of Section 11, Town 1 North, Range 9 East, Farmington Township, Oakland County Michigan, more particularly described as Follows: from the point of beginning South 00 degrees 01 minutes 50 seconds East 846.04 feet along East line of Section 11 from East one-quarter corner of Section 11, Town 1 North, Range 9 East, thence along East line of Section 11, South 00 degrees 01 minutes 50 seconds East 60.00 feet; thence South 89 degrees 53 minutes 10 seconds West 865.00 feet; thence South 00 degrees 01 minutes 50 aeconds East 362.00 feet thence along the North line of Hillside (liber 37, Page 22, Oakland County Records) and its extension, South 89 degrees 53 minutes 10 seconds West 459.32 feet; thence along East line of Supervisor's Muer Estate (liber 14, Page 50, Oekland County Records) North 00 degrees 05 minutes 10 seconds East 843.03 feet; thence East 89 degrees 53 minutes 41 seconds East 744.08 feet; thence South 00 degrees 01 minutes 50 seconds East 418.18 feet; thence North 89 degrees 53 minutes 10 seconds East 578.53 feet to the point of beginning. Land in the City of Farmington Hills, Oakland County Michigan, described

1tem No. 33-11-426-004

CORDED RIGET X

MEMORANDUM ORDER	ТО	J-15- 87 TIME						
FOR GENERAL USE DE FORM HS 77 12-53	·Please se	t up R/W	file for:	Pa	= KA	10115	_	
	Being a p	_	E 1/4	of	Section	on// (),	ry of FARM	WETEN HILL
		ounty, Mi	chigan			· /		RDE
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COPIES TO:	· .			S	IGNED	Juli	Muca	· 5
REPORT					#		Racine Land Div.H	qte x s
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DATE RETURNED				;	SNED	r il aut	in inglika ji reporto is	O/
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March 6, 1986

M.V. Building Company Mr. E. Walter Masciulli 6070 W. Maple Road, Suite 100 West Bloomfield, MI 48033

Gentlemen:

Re: Pine Knolls Condominium

Enclosed is the original and one copy of the Right of Way Agreement for the above described project. Please have the original executed and returned to us. The copy should be retained by you for your records.

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

Your attention is called to Paragraph No. 3 of this agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of this instrument, 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. Attn: Omer V. Racine, Room 264.

Representative Raciné,

Real Estate, Rights of Way & Claims

OVR/kw Enclosures

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Detroit Edison

Application for U.R.D. Easements

DE 963-5145 9 73CS (RR 11)

		IEW OF I DAY Don't lies	Date Received	IDE/Bell/C P No	
To (Supervisor RE & R/W)	e DONALD	For RE & R/W Dept. Use	2-5-81	OF SL- 4	ノフ
Division		Date	Application No	<u>, </u>	
OAKLAND		2-4-86	<u>l</u>		
We have included the following necessary	ary material and information				
Material: A. Proposed Subdivision 1 copy of complete final proposed p	lat - All nages				
or	a. , iii pagoo				
B. Other than proposed subdivision (cor other) Property description Site plan. Stille information (deed, title commit					
commitment, or title search)					
Note. Do not submit application for URE material has been acquired	easements until all above				
Information 1 Project Name			County		
PINE K.	NOCKS (VCN	12 D ·	OAKL	AND	
	Hills		Section No	<u> </u>	
Type of Development Proposed Subdivision	Apartment Complex		Condominium		
Subdivision	Mobile Home Park		Other		
M.V. BUILDING	Co. / WALTER	MASCHUL	Prone No 851	-8018	
Address'	MAPLE, SUITE 10	oo, West	BLOOMFI	ELD, 480.	<u> 33</u>
Councis Propresentative WALTER		11.1.1	Prone No.	1-8018	
Date Scriving is Wante 1	1986	<u> </u>			
4 Entire Project will be developed at on				X Yes [□ No
5 Joint easements required – Michigar	n Rell Telenhone			⊠ Yes [□ No
- Consum-				Yes	ۇ _{ەN} □
a Name of Cities Strikes if Not Michigan Bell Toleph					
	CA.T.V.				<u>2</u>
b Other Utility Engineer Names		· <u></u>	Phone Numbers	12 724	 Text
MARVIN	NELSON	. —— ——— —	_	3-7300	
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6 Additional Information in Continents	TON HIL	LS, 141	. 7001	ō	. X
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Note Trenching letter attached	will be submitted later	Sened ise are Planning &			
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