

AGREEMENT

THIS AGREEMENT, made this 16th day of JUNE 1981, by and between BIRMINGHAM PLACE, a Michigan limited partnership of 225 Merrill, Birmingham, Michigan, hereinafter referred to as "OWNER", and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York with offices at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON".

W I T N E S S E T H

WHEREAS, OWNER is developing a high rise commercial office and apartment complex (hereinafter referred to as "PROJECT BUILDING") known as Birmingham Place situated in land in the City of Birmingham, County of Oakland, State of Michigan, described as:

2.10 / 36

Lots 2, 3, 4, 5 and 6 of Assessors Plat #13, part of the Northwest 1/4 of Section 36, Town 2 North, Range 10 East, according to the plat thereof as recorded in Liber 51 of Plats, Page 15, Oakland County Records.

51-15

Subject to restrictions and easements of record.

AND, WHEREAS, OWNER desires that EDISON install its electric service in said PROJECT BUILDING and underground electric service leading to said PROJECT BUILDING including the necessary above ground facilities of EDISON necessary for said underground service.

NOW, THEREFORE, in consideration of mutual promises and covenants herein made between OWNER and EDISON, it is hereby agreed as follows:

RESPONSIBILITY OF OWNER

1. OWNER hereby grants to EDISON the right to install and maintain its primary cables and switch cabinets in PROJECT BUILDING at the floor locations shown on attached drawing marked Exhibit "A".
2. OWNER does hereby grant and convey easements to EDISON for the installation, operation and maintenance of EDISON'S switch cabinets, as shown on Exhibit "A", together with the right of access to and from said premises, including all the electrical installations located in the PROJECT BUILDING in which EDISON has its cables placed for purposes of providing distribution of electricity to the PROJECT BUILDING, as well as extension of electrical service to adjoining property owners.
3. Furnish, install and maintain that portion of the underground cable duct in the easements granted to EDISON leading from the property line of the PROJECT BUILDING.

DEC 18 1981  
J. ALLEN  
LAND AND  
REGISTER OF DEEDS

33973

Return To  
J. A. Robertson  
The Detroit Edison Co.  
30400 Telegraph Rd, Birmingham, Mi 48000

1300

4. Install switch cabinets and pad mounted house service transformers satisfactory to EDISON.

5. Provide necessary floor cavities for a clear route within the PROJECT BUILDING for conduit and primary cable of EDISON.

6. OWNER further agrees that if subsequent to the installation of EDISON'S service facilities in land or building of OWNER herein described it is necessary to move, modify, rearrange or relocate any of its electrical facilities to conform to new plans of OWNER, or changes of outside grade made by OWNER, OWNER will pay forthwith the cost and expense of EDISON to move, modify, rearrange or relocate its facilities.

7. OWNER further agrees that if the electric facilities of EDISON are damaged by acts of negligence on the part of OWNER or subsequent owners, or by contractors engaged by OWNER or subsequent owners, repairs shall be made by EDISON at the cost of OWNER or subsequent owners, as the case may be, and shall be paid forthwith to EDISON upon receiving a statement therefor, prior to the work to be performed.

8. It is understood and agreed that the title to all primary cables, switching equipment, transformers, conduit for EDISON'S primary cables in PROJECT BUILDING and meters of EDISON situated in or on the premises of OWNER shall be deemed to be personal property and shall not be deemed part of the realty.

9. OWNER will arrange for installation and maintenance of primary cable ducts within the PROJECT BUILDING without cost to EDISON.

RESPONSIBILITY OF EDISON

1. EDISON will own, furnish, install and maintain all primary cables, and switch cabinets in the ducts of OWNER, and locks and keys for switch cabinets.

2. EDISON agrees that during the period its switch cabinets and equipment remain on the premises it will enter such personal property in its own name and pay any taxes upon or against said personal property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 16th day of JUNE 1981.

In the Presence of:

Fred G. Wilkinson  
FRED G. WILKINSON  
Pamela Callam  
PAMELA CALLAM

Raymond E. Dupont  
RAYMOND E. DUPONT  
Betty M. Hansen  
BETTY M. HANSEN

BIRMINGHAM PLACE

By: Paul Johnson  
General Partner

By: Paul A. Johnson  
General Partner

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 ASSISTANT SECRETARY

33973

STATE OF MICHIGAN )  
                          ) SS:  
COUNTY OF OAKLAND )

On this 16<sup>th</sup> day of JUNE, 1981, before me personally appeared

PAUL H. JOHNSON

who, being by me duly sworn did say ~~(t)~~he~~(y)~~ (is) ~~(are)~~ the General Partners of Birmingham Place, a Michigan limited partnership, and that said instrument was signed in behalf of said limited partnership, by authority of its Articles of Agreement; and the said partner ~~(s)~~ acknowledged said instrument to be the (ir) free act and deed on behalf of said limited partnership.

*Pamela Callam*

PAMELA CALLAM  
Notary Public, OAKLAND County, Michigan

My Commission Expires: 1-9-84

STATE OF MICHIGAN )  
                          ) SS:  
COUNTY OF WAYNE )

On this 3<sup>rd</sup> day of December, 1981, before me the subscriber, a Notary

Public in and for said County, appeared Robert R. Tewksbury and Irene C. Kata

to be personally known, who being by me duly sworn did say they are the \_\_\_\_\_  
Director, Real Estate and  
Rights of Way Dept. and \_\_\_\_\_ Assistant Secretary of THE DETROIT EDISON COMPANY,

a corporation organized and existing concurrently under the laws of the States 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.

BETTY M. HANSEN  
Notary Public, Oakland County, Mich.  
My Commission Expires May 1, 1982

*Betty M. Hansen*  
Betty M. Hansen  
Notary Public, Oakland County, Michigan  
(acting in the County of Wayne)

My Commission Expires: \_\_\_\_\_

PREPARED BY: James J. Daskaloff  
2000 Second Avenue  
Detroit, Michigan 48226

33973

WARRANTY DEED  
STATUTORY FORM

LIBER 7871 PAGE 715

80 81875

KNOW ALL MEN BY THESE PRESENTS: That Southeastern Michigan Transportation Authority, an Entity organized under the provisions of Act 204 Public Acts of Michigan of 1967, as amended.

whose address is 660 Woodward Avenue, 13th Floor, First National Bldg., Detroit, Michigan 48226

Convey and Warrant to Paul M. Johnson, a married man,

whose street number and postoffice address is 225 Merrill Street, Birmingham, Michigan

the following described premises situated in the City of Birmingham County of Oakland and State of Michigan, to-wit:

2-10  
34

Lots 2, 3, 4, 5 & 6 of Assessors Plat #13, part of the Northwest 1/4 of Section 36, Town 2 North, Range 10 East, according to the plat thereof as recorded in Liber 51 of Plats, Page 15, Oakland County Records.

Subject to restrictions and easements of record.

Tax exempt pursuant to MCLA 207.505, Section 5(h) as grantor is a political subdivision of the State of Michigan.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, for the sum of Eight Hundred Fifty Thousand Dollars (\$850,000)

subject to

Dated this 15th day of September 19 80

Signed in the presence of  
*[Signature]*  
Sidney L. Alexander  
*[Signature]*  
James H. Hederman

Signed by  
SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY  
By *[Signature]*  
Larry E. Salci, General Manager

RECORDED  
OCT 1 AM 10 11  
OAKLAND COUNTY RECORDS

MAKE YOUR REAL ESTATE TRANSACTIONS SAFE BY USING BURTON TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

STATE OF MICHIGAN  
COUNTY OF WAYNE } ss  
The foregoing instrument was acknowledged before me this 15th day of September

19 80 by Larry E. Salci, General Manager, SEMTA

My Commission expires Sept. 19, 1982  
Alford Culumns  
Wayne  
Notary Public  
County, Michigan

1-20  
107  
C. HUGH DONAHY, County Treasurer  
Sec 125, Act 206, 1955 as amended  
20540

When Recorded Return To: Paul M. Johnson 220 Merrill Street Birmingham, Michigan	Send Subsequent Tax Bills To: Paul M. Johnson 220 Merrill Street Birmingham, Michigan	Drafted by Water H. Clements General Counsel Address 660 Woodward Avenue 13th Floor, First National Bldg. Detroit, MI 48226
---	--	---

Tax Paid 01-16-81 2.00 Recording Fee 3.00 Revenue Stamp

QUIT CLAIM DEED  
STATUTORY FORM

LIBER 7871 PAGE 716

Philip F. Grace  
TITLE COMPANY 80 81876

KNOW ALL MEN BY THESE PRESENTS: That Paul H. Johnson and Marilyn B. Johnson, his wife,  
the address of which is 225 Merrill Street, Birmingham, Michigan

Quit Claim to Birmingham Place, a Michigan Limited Co-Partnership,

whose street number and postoffice address is 225 Merrill Street, Birmingham, Michigan,

the following described premises situated in the City of Birmingham County of Oakland  
and State of Michigan, to-wit:

2/26

Lots 2, 3, 4, 5 & 6 of Assessors Plat #13, part of the Northwest 1/4  
of Section 36, Town 2 North, Range 10 East, according to the plat  
thereof as recorded in Liber 51 of Plats, Page 15, Oakland County Records.

Subject to restrictions and easements of record.

RECORDED - MICHIGAN  
REGISTER OF DEEDS RECORDS  
1980 OCT 1 AM 10 11  
From S. Grace  
CLIENT: PHILIP F. GRACE

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,  
for the sum of -----One (\$1.00) Dollar-----

Deed this 16th day of September 1980

Signed in the presence of:

Haig Avedisian  
Haig Avedisian  
V. Doris Hallop  
V. Doris Hallop

Signed by:

Paul H. Johnson  
Paul H. Johnson  
Marilyn B. Johnson  
Marilyn B. Johnson

STATE OF MICHIGAN  
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 16th day of September

1980 by Paul H. Johnson and Marilyn B. Johnson

My Commission expires 4/13/ 1982

V. Doris Hallop  
Wayne County acting in Oakland County, Michigan

When Recorded Return To:  
Haig Avedisian  
Attorney at Law  
3001 W. Big Beaver, Suite 714  
Troy, Michigan 48064 649-1610

Send Subsequent Tax Bills To:  
Birmingham Place  
225 Merrill St.  
Birmingham, Ms

Deeded by: Haig Avedisian  
Attorney at Law  
Business Address: 3001 W. Big Beaver  
Suite 7  
Troy, Mich. 48064 649-1610

Tax Paid \$ \_\_\_\_\_ Recording Fee \$ 3.00 Revenue Stamp \_\_\_\_\_

# ST. PAUL TITLE INSURANCE CORPORATION

1650 W. BIG BEAVER ROAD  
P O BOX 1289

NORTH DIVISION OFFICE

TROY, MICHIGAN 48099

EFFECTIVE DATE: **October 2, 1980 at 8 AM.** COMMITMENT NO **63-168665**

ST. PAUL TITLE INSURANCE CORPORATION, a Missouri Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon payment of the prescribed premium. THE POLICY WILL BE ISSUED SUBJECT TO EACH ENCUMBRANCE AND EXCEPTION LISTED BELOW, OR WHICH ARISES AFTER THE EFFECTIVE DATE HEREOF, UNLESS ELIMINATED TO OUR SATISFACTION.

FORM OF POLICY  
TO BE ISSUED

A L T A. OWNER'S POLICY

\$

A L T A. MORTGAGE POLICY  
WITHOUT EXCEPTIONS

\$

A L T A. MORTGAGE POLICY  
WITH EXCEPTIONS

\$

PARTY TO BE INSURED

**Manufacturers National Bank of Detroit**

DESCRIPTION OF REAL ESTATE

Situated in **City of Birmingham,** **Oakland** **County, Michigan**

**Lots 2, 3, 4, 5 and 6,** **Assessor's Plat No. 13, as recorded in**  
**liber 51, page 15 of plats, Oakland**  
**County Records.**

**Tax Item No. 19-36-208-014**

OWNER, ENCUMBRANCES, EXCEPTIONS AND REQUIREMENTS


1. Owner: **Birmingham Place, a Michigan Limited Co-partnership,**  
**Paul Johnson, General Partner.**
2. **RECORD MORTGAGE TO BE INSURED.**
3. **Right of Way granted to Michigan Bell Telephone Company, as set**  
**forth in instrument recorded September 11, 1980 in liber 7856, page**  
**29, Oakland County Records.**
4. **1979 County Taxes: No tax.**  
**1980 City Taxes: Paid, \$13,000.51**
5. **SEE ATTACHED MECHANIC'S LIEN COVERAGE RIDER.**

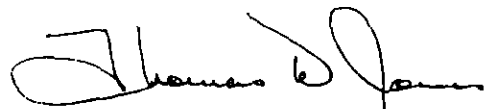
RECORDED RIGHT OF WAY NO. 33974

If countersigned by an authorized officer or agent of the company,  
this commitment is valid and binding for a period of 90 days from the date hereof.

**ST. PAUL TITLE INSURANCE CORPORATION**

COUNTERSIGNED:

  
**Michael R. Cole**  
Authorized Signature

  
PRESIDENT

BMP

**ALL POLICIES CONTAIN EXCLUSIONS FROM COVERAGE AND ARE SUBJECT TO THE PRINTED CONDITIONS AND STIPULATIONS CONTAINED THEREIN. OWNERS' AND MORTGAGE POLICIES WITH EXCEPTIONS WILL BE ISSUED WITH STANDARD EXCEPTIONS AS SHOWN BELOW.**

**REQUIREMENTS FOR ISSUANCE OF A. L. T. A. POLICIES:**

**FOR A.L.T.A. MORTGAGE POLICIES:**

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

**FOR A.L.T.A. MORTGAGE AND/OR OWNER'S POLICIES WITHOUT STANDARD EXCEPTIONS:**

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

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

**PROVISIONS APPLICABLE TO ALL COMMITMENTS:**

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 property 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. Unless otherwise stated, building and use restrictions are not accompanied by a right of reverter.

All clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, if any, shown herein.

**EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:**

**Owners' Policies:**

- A. Rights or claims of parties in possession not shown by the public records.
- B. Any lien, or right to lien, for services, labor, or material imposed by law and not shown by the public records.
- C. Rights or claims, not shown by the public records, which would be disclosed by an accurate survey of the premises.
- D. Easements, or claims of easement, not shown by the public records.

**Mortgage Policies with Exceptions:**

- A. Rights or claims of parties in possession not shown by the public records.
- B. Any lien, or right to lien, for services, labor, or material imposed by law and not shown by the public records.
- C. Rights or claims, not shown by the public records, which would be disclosed by an accurate survey of the premises.

APPLICATION FOR RIGHT OF WAY  
DE FORM MS 80 5-74 SS

PLEASE SECURE RIGHT OF WAY AS FOLLOWS

DATE July 7, 1981

LOCATION 139 S. Woodward Avenue

APPLICATION NO. 0-7261

CITY OR VILLAGE Birmingham

DEPT. ORDER NO. A-64476

TOWNSHIP Bloomfield COUNTY Oakland

O. F. W. NO. \_\_\_\_\_

DATE BY WHICH RIGHT OF WAY IS WANTED August 1, 1981

BUDGET ITEM NO. \_\_\_\_\_

THIS R/W IS 100 % OF TOTAL PROJECT NO. \_\_\_\_\_ ACCUM. \_\_\_\_\_ %.

INQUIRY NO. \_\_\_\_\_

JOINT RIGHT OF WAY REQUIRED YES  NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED Recorded Easement within building.

PURPOSE OF RIGHT OF WAY To serve 139 S. Woodward Ave., Birmingham Place Office Building.

SIGNED [Signature] /Supervisor  
Oakland Div. Headquarters Service Planning  
OFFICE DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Recordable right of way secured as shown on the attached sketch.

Contacts by Omer Racine, Real Estate, Rights of Way & Claims.

Ser.Pl.n. 1  
PERMITS IN RECORD CENTER 1 R.E. & R/W DEPT. FILE \_\_\_\_\_ GRANTOR Birmingham Place

NO. OF PERMITS 1 NO. OF STRUCTURES \_\_\_\_\_ NO. OF MILES \_\_\_\_\_ PERMITS TO MBT \_\_\_\_\_

DATE 7-10-81 SIGNED [Signature]  
JAMES A. ROBERTSON

7-9-81 WD 8-6-81

RECORDED RIGHT OF WAY  
33973