

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 3RD day of NOVEMBER, 19 66,

between Herbert S. Charfoos and Henrietta Charfoos, a man and wife, D.S.A. Cambridge Square Apartments, 1801 1/2 James Couzens, Detroit, Michigan

hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as Cambridge Square Apartments, on land in the City of Southfield, County of Oakland, State of Michigan, as described in Appendix "A", which is attached hereto and made a part hereof, and

WHEREAS, DEVELOPER desires EDISON and BELL to install their facilities for underground single phase electric service and communication services including necessary cable poles and above ground equipment.

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

I DEVELOPER AGREES:

1. To record prior to utility installations a separate instrument granting private easements for public utilities and restrictions acceptable to EDISON and BELL for their utility facilities.

2. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that the facilities of the utilities can be properly installed in relation to finished grade. The grade established for the land at the time the utilities place their facilities in the easements shall be considered finished grade.

3. To place survey stakes indicating property lines and building plot lines before and after trenching to enable the utilities to properly locate their underground facilities and above ground equipment.

4. To install sanitary sewers prior to installation of electric underground lines. Sewer, water and gas lines may cross but may not be installed within the easements used for electric and communication lines.

RECORDED RIGHT OF WAY NO. 23902

Handwritten notes:
524, 624
LOTS 186/201, 10/12/1 224/3104, ...
...

5. To remove at DEVELOPER'S expense all trees, shrubbery or obstruction which may be necessary or required for installation of electric and communication facilities in the easements provided to EDISON and BELL, and to provide for trench at DEVELOPER'S expense in accordance with a separate letter agreement between DEVELOPER and EDISON.

6. To locate the trenches in the easements and to backfill in accordance with specifications of the utilities. DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines.

7. To pay all extra costs incurred by utilities if paving is done before cable or conduit crossings are in place.

8. At DEVELOPER'S expense, as and wherever required by BELL, to place conduit within the land described in Appendix "A" for telephone facilities.

9. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by 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 made by DEVELOPER or for any cause or changes attributable to public authority having jurisdiction or to DEVELOPER'S action or request, DEVELOPER will forthwith pay the cost and expense of repairing, moving, modifying, rearranging or relocating said facilities to EDISON or BELL upon receipt of a statement therefore. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or their successors or assigns and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, or by contractors engaged by DEVELOPER or their successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or their successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or their successors and assigns upon receiving a statement therefore.

II

UTILITIES AGREE:

1. Upon completion of the above requirements, to furnish, install, own and maintain, at their own expense, (except costs and expenses set forth in Paragraphs 5, 7, 8 and 9), their electric and communication facilities in the private easements located in the above described lands. Provided, however, should the above described installations of the utilities be damaged by acts of negligence on the part of DEVELOPER or their contractors or assigns, repairs shall be made at the cost and expense of the

RECORDED RIGHT OF WAY NO. 23922

DEVELOPER or their successors or assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or their successors or assigns upon receiving a statement therefore.

2. To meter and bill each tenant individually at the standard rates established by the Michigan Public Service Commission.

This Agreement 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 parties hereto have set their hands and seals the day and year first above written.

In the Presence of:

Margaret A. DeLameter
MARGARET A. DELAMETER

Donald J. Masta
DONALD J. MASTA

Stephen A. McNamee
Stephen A. McNamee

Irene C. Kapa
IRENE C. KAPA

Frances J. Michaels
FRANCES J. MICHAELS

Donald J. Masta
DONALD J. MASTA

Herbert S. Charfoos
Herbert S. Charfoos
D.B.A. Cambridge Square Apartments

Henrietta Charfoos
Henrietta Charfoos

THE DETROIT EDISON COMPANY

By: M. Pease

M. PEASE
VICE PRESIDENT

By: Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By: Carl T. Hall
CARL T. HALL

Staff Supervisor, Right of Way
(Authorized signature)

APPENDIX "A"

Lots 90 thru 124 inclusive and including the East half of vacated alley on the West, also Lots 186 thru 199 inclusive and including the West half of vacated alley on the East and the Easterly half of vacated Brentwood Avenue adjoining on the West thereof; also that part of Lots 200 and 201 described as beginning at a point at the Northwest corner Lot 201 thence along the North line of said Lot 201, a distance of 122.17 ft. thence Southerly to a point on the South line of Lot 200 located 97.13 ft. from the Southwest corner of said Lot 200 as originally platted; thence West along the South line said Lot 200 a distance of 122.13 ft.; thence Northerly along the West line of Lots 200 and 201 to the point of beginning and also including the East half of vacated Brentwood Avenue adjoining on the West side thereof; also Lots 229 thru 244 including the West half of vacated Brentwood Avenue, adjoining on the East side thereof as recorded in Oakland Garden Subdivision being part of the East half of the Southeast 1/4 of Section 13, T1N, R10E, Southfield Twp., Oakland County, Michigan as recorded in Liber 34, Page 8, Oakland County Plat Records.

DOCUMENT PREPARED BY:
DONALD J. MASTA
23500 NORTHWESTERN HWY.
SOUTHFIELD, MICHIGAN

RECORDED RIGHT OF WAY NO. 23203

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 14th day of November, 1966, before me the subscriber,
a Notary Public in and for said County, appeared M. Pease and
Lillian J. H. Carroll, to me personally known, who being by me duly
sworn did say they they are ~~the~~ a Vice President and an Assistant Secretary
of THE DETROIT EDISON COMPANY, a New York corporation, 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 M. Pease and Lillian J. H. Carroll
acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kata
Notary Public, Wayne County, Michigan
IRENE C. KATA

My Commission Expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 9th day of November, 1966, before me the subscriber,
a Notary Public in and for said County, appeared CARL T. HALL
to me personally known, who being by me duly sworn did say that he is Staff Supervisor
of Right of Way, 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 CARL T. HALL acknow-
ledged said instrument to be free act and deed of said corporation.

Frances J. Michaels, Notary Public
Oakland County, Michigan

Frances J. Michaels
Notary Public, Oakland County, Michigan

My Commission Expires Commission Expires Oct. 17 1969

RECORDED RIGHT OF WAY NO. 23902

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 1ST day of November, 1966, before me,
the subscriber, a Notary Public in and for said County, personally appeared HERBERT S.
CHARFOOS - HENRIETTA CHARFOOS to me known to be the persons,
named in and who executed the within instrument as vendor and acknowledged that they
executed the same as their free act and deed for the intents and purposes therein
mentioned.

My Commission expires: JANUARY 31, 1970

Margaret A. Delameter
Notary Public MARGARET A. DELAMETER

MEMORANDUM ORDER
FOR GENERAL USE
FORM NO. 12-53

TO V. Stone - 1901 Second - Rm. 106 DATE 11-14-66 TIME _____

Re: Underground Service - Cambridge Squat. Apts. - City of Southfield -
Oakland County - Michigan

Agreements & Easements received by Bell. OK to proceed with construction.

Trenching letter to be obtained by Edison.

COPIES TO R. Olson - 1901 Second - Rm. 104
W. T. Shively - 714 G.O.
REPORT H. W. Priole - 728 G.O.
C. Bender - Sales - Pontiac S.C.
File

SIGNED

Stephen A. McInnes
Stephen A. McInnes; vbl
Staff Attorney
Law Department

DATE RETURNED _____ TIME _____ SIGNED _____

RECORDED IN CHIEF OF MAY NO 23902

November 14, 1966

Mr. Herbert S. Charfoos
18014 James Couzens
Detroit, Michigan

Re: Cambridge Square Apartments
W.S. Greenfield
City of Southfield
Oakland County

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company, will own, install and maintain its electric lines and equipment and provide trenching in easements six (6') feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$3037.50 based on 2250 trench feet at the rate of \$1.35 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on August 4, 1966. Any changes in these locations may require an adjustment in the cost figures.

Normally, trenching operations will not be undertaken during December, January, February, or March unless ground conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

Copies to:

J. Hill

W. Dull

A. Boswell

H. Pinales

R. Huey

January 9, 1967

Michigan Bell Telephone Co.
23500 Northwestern Highway
Southfield, Michigan

Re: Cambridge Square Apartments
Greenfield Road
Southfield, Michigan

Gentlemen:

On December 29th the writer, who is the owner of Cambridge Square, was making a cursory inspection of the project and noticed four men stringing telephone cable in the open trenches. Although the original trench was the proper depth of 3½ feet, your men had backfilled over Edison cable in a very negligent manner, so that the depth that they were dropping their cable was from 15 to 24 inches instead of the required 2½ feet.

I called this to the attention of the men and asked for the foreman, but was told that none was there. They also appeared to be nothing but laborers and knew nothing about regulation depths and their only reaction was to walk off the project because they knew nothing. As they passed the telephone shanty I convinced them to call in to the office and they talked to a Mr. Curtain who explained the proper depths to them.

They told him that there was only 200 feet left in which cable was to be placed. THIS WAS AT 4:00 P.M. AND 15 MINUTES LATER THEY WERE AGAIN LAYING CABLE WHICH MEANS THAT THE GRADES WERE NOT CORRECTED. We therefore go on record, to take no responsibility for the possibility of cable being damaged at a later date. We especially refer to your internal conversations as to previous projects in which you claimed that we were taking advantage of you and that your men could not lay the cable improperly.

You probably know by now that in 4 out of 6 locations your telephone installers have cut through Edison installations causing great delay and inconvenience to us besides costs to yourself. We strongly object to your having young, unqualified men on the project without supervision. We have the names of the men in our file, but do not hold them responsible.

Very truly yours,

CAMBRIDGE SQUARE
Herbert S. Charfees
Herbert S. Charfees

HSC:md
cc: Carl T. Hall
Arvid Swagler
Floyd W. Sell

OR
9/12

23902

January 24, 1967

Mr. Herbert S. Charfoos
18014 James Couzens
Detroit, Michigan

Re: Cambridge Square Apartments

Dear Mr. Charfoos:

Enclosed is a fully executed copy of the Easement Grant and Declaration of Restrictions for underground electric and communication services.

This copy may be retained for your permanent records.

Very truly yours,

Donald J. Masta
Donald J. Masta

DJM/bd

Enclosure
cc: S. McNamee

RECORDS CENTER
RECEIVED JAN 26 1967
TICKET MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 23902

APARTMENTS

Name of Project:

Cambridge Square Apartments

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and conveys to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL", their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric and communication services, including the necessary underground lines, cables and equipment, and including above ground cable pole(s), and other utility facilities, in, under, over, upon and across an area Six feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. O U 2-4-1745, but the location of which shall be shown on revised drawings "as installed", which drawings shall be attached hereto and made a part hereof subsequent to installation and prior to recording. Said easements are located in land in the City of Southfield, County of Oakland, State of Michigan, described in Appendix "A" which is attached hereto and made a part hereof.

These covenants are granted subject to the following conditions and restrictions:

1. It is understood and agreed that the title to all primary and secondary electric cables, communication cables, secondary service pedestals, switching equipment, transformers, meters, meter enclosures and equipment of either EDISON or BELL situated in or on premises of the Grantor(s) shall at all times remain in EDISON or BELL and shall be deemed to be personal property and shall not be deemed a part of the realty.
2. EDISON and BELL, their employes, agents and contractors, shall have full right and authority to enter at all times upon said premises for the purpose of constructing, reconstructing, repairing, modifying, operating and maintaining said electric and communication facilities described above.
3. No excavations (except for public utility purposes), no structures, apparatus of any kind (except line fences), no changes of finished grade shall be allowed within the utility easements hereinabove described. Except as provided herein,

the Grantors shall have the right to make any other use of the land subject to such easements which is not inconsistent with the right of the utilities; provided, however, that Grantor(s) shall not plant trees or large shrubs within the said utility easements. EDISON and BELL shall have the right without incurring any liability to the property owner for so doing, to trim any trees, bushes, roots or plants of any kind which, in the sole opinion of the utilities, interferes with their facilities, or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities in the utility easements hereinabove described.

4. No shrubs or foliage shall be permitted on Grantor's property within five (5') feet of the front door of transformer enclosure(s) or switching cabinet(s), nor shall shrubs or foliage be permitted within five (5') feet of service connection pedestals.

5. The Grantor(s) and all subsequent owners shall own, install, maintain and replace their single phase electric service conductors.

6. The installation of said electric service conductors shall comply with and conform to the specifications of The Detroit Edison Company.

7. Grantor(s) shall not make any change in grade in or near the easements when the change, in the opinion of either of the utilities interferes with the facilities already installed or which may be installed in the future.

8. The foregoing easements, restrictions and covenants shall run with the land and shall not be subject to termination without the consent of the utilities herein concerned, and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

9. Enforcement may be instituted by civil proceedings against any person or persons violating or attempting to violate any covenants contained herein, either to restrain violation or to recover damages.

10. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor(s) have set their hands and seals on this 3RD day of NOVEMBER, 1966.

In the Presence of;

~~Margaret A. Delameter~~

~~Donald J. Masta~~

 DONALD J. MASTA

~~Margaret A. Delameter~~

~~Herbert S. Charfoos~~

 Herbert S. Charfoos
 D.B.A. Cambridge Square Apartments
~~Henrietta Charfoos~~

 Henrietta Charfoos

STATE OF MICHIGAN)
) SS
 COUNTY OF WAYNE)

On this 1ST day of NOVEMBER, 1966,

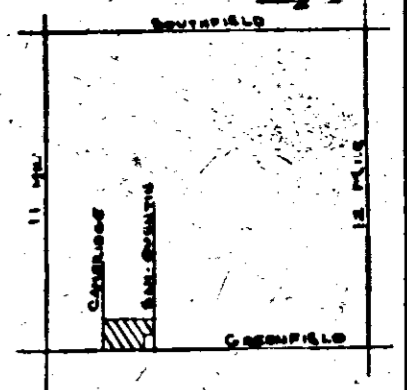
before me, the subscriber, a Notary Public in and for said County, personally appeared HERBERT S. CHARFOOS + HENRIETTA CHARFOOS to me known to be the persons named in and who executed the within instrument as vendor and acknowledged that they executed the within instrument as their free act and deed for the intents and purposes therein mentioned.

My Commission expires; JANUARY 31, 1970

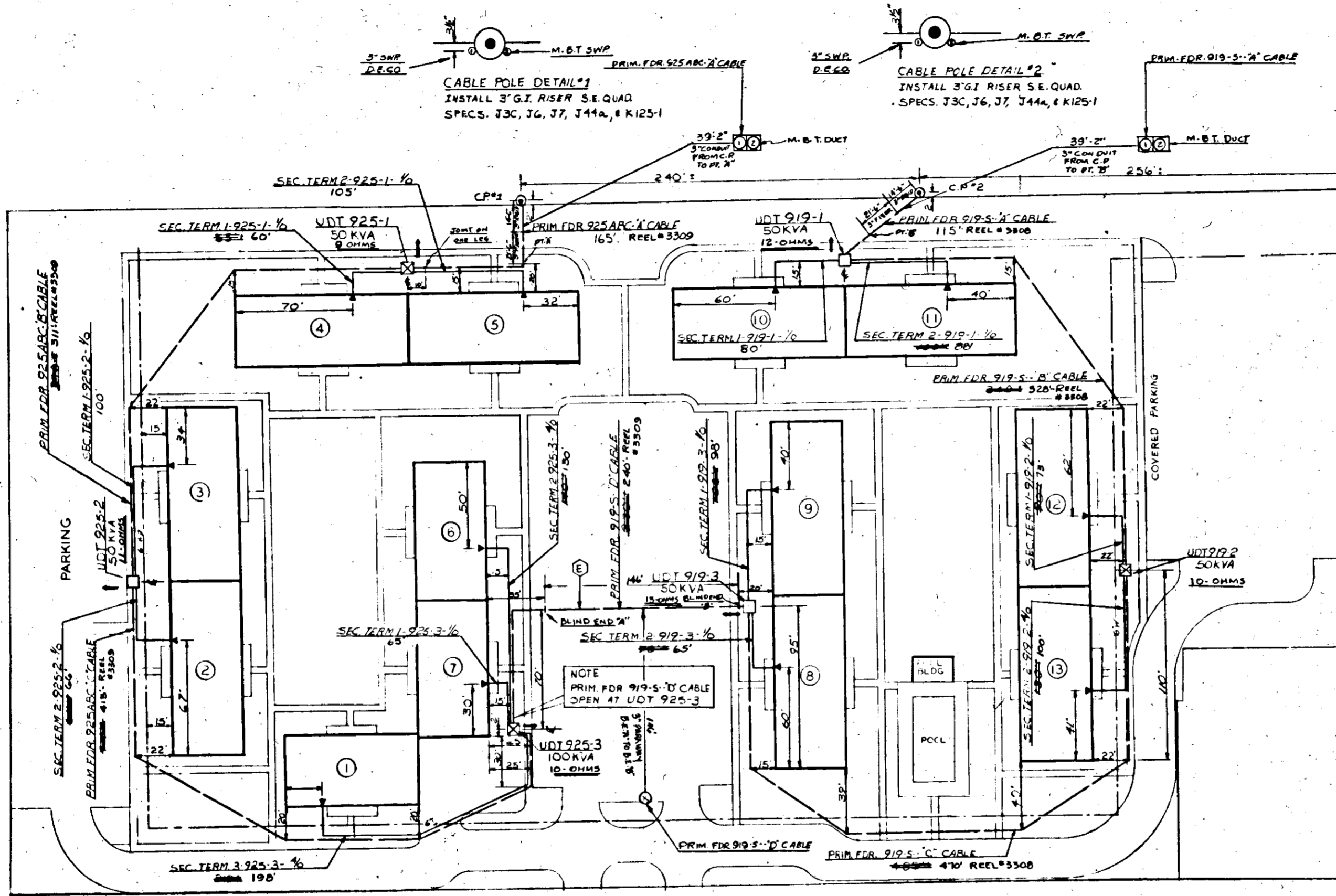
Margaret A. Delameter
 Notary Public
 MARGARET A. DELAMETER

DOCUMENT PREPARED BY:
 DONALD J. MASTA
 23500 NORTHWESTERN HWY.
 SOUTHFIELD, MICHIGAN

RECORDED RIGHT OF WAY NO. 23902



O.H. SEC. SFD-54
UG. SEC. SFD 54-4



NOTES

SEE DRWG UH-1-2369 FOR MAT DETAILS FOR STANDARD TRANS.
SEE DRWG UH-2-2370 FOR MAT DETAILS FOR SWITCHING TRANS.
ALL CABLE & TRENCH LENGTHS ARE APPROXIMATE
ALL TRENCHING AND BACKFILLING TO BE DONE BY D.E. CO.
FOREMAN TO CHECK WITH DEVELOPER REGARDING SAND BACKFILL IN ROADS AND PARKING AREAS
SEE C.S.D. 675-2 DET. 'C' FOR ENTRANCE POINT DETAILS
M.B.T. ENGINEER: W.E. MOORHEAD - 26200 GREENFIELD OAK PARK - 542-9912

TRANSFORMER DATA

UDT	SIZE	PRIM	SEC	ED. NO.
919-1	50KVA	34A	400D	661-0497
* 919-2	50KVA	34A	400D	661-0492
919-3	50KVA	34A	400D	661-0487
* 925-1	50KVA	34A	400D	661-0492
925-2	50KVA	34A	400D	661-0487
* 925-3	100KVA	50A	600D	661-0493

* INDICATES SWITCHING
STANDARD TRANS SPECS: R-16, R-22, R-25, R-32, R-10-1
SWITCHING TRANS SPECS: R-16, R-22, R-25, R-32, R-10-1

CABLE SUMMARY

PRIMARY CABLE:
2-1/2" ICX2 POLY CONC. 4.8KV (713-1082) 2085'
SECONDARY CABLE:
1/2" ICX3 POLY 600V (713-3534) 480'
1/2" ICX3 POLY 600V (713-0933) 830'

TRENCH SUMMARY

D.E. ALONE 140'
JOINT 2110'
TOTAL 2250'

CODE

- ⊙ CABLE POLE
- TRANSFORMER
- ⊠ TRANSFORMER W SWITCHING
- ▼ ENTRANCE POINT
- PRIMARY CABLE
- - - SECONDARY CABLE
- ← INDICATES TRANS DOOR OPENING
- SIZE 2 WATER

TITLE BLOCK

D.D. 198029
W.D. 367479
FOREMAN: R. KLIMBAL
LABOR: D.E. CO.
START: 11-1-66
FINISH: 1-3-67
NOTES: R. KLIMBAL
SUPERVISOR: C. CARLINI
RECORDS: S. TURK

DIST. CIR. 1705 BERKLEY
4.8KV INITIAL & ULTIMATE

PERMITS REQ'D
CITY OF SOUTHFIELD

DIRECT BURIED SYSTEM

APPENDIX "A"
Lots 90 thru 124 inclusive and including the East half of vacated alley on the West, also Lots 186 thru 199 inclusive and including the West half of vacated alley on the East and the Easterly half of vacated Brentwood Avenue adjoining on the West thereof; also that part of Lots 200 and 201 described as beginning at a point at the Northwest corner Lot 201 thence along the North line of said Lot 201, a distance of 122.17 ft. thence Southerly to a point on the South line of Lot 200 located 97.13 ft. from the Southwest corner of said Lot 200 as originally platted; thence West along the South line said Lot 200 a distance of 122.13 ft.; thence Northerly along the West line of Lots 200 and 201 to the point of beginning and also including the East half of vacated Brentwood Avenue adjoining on the West side thereof; also Lots 229 thru 244 including the West half of vacated Brentwood Avenue, adjoining on the East side thereof as recorded in Oakland Garden Subdivision being part of the East half of the Southeast 1/4 of Section 13, T1N, R10E, Southfield Twp., Oakland County, Michigan as recorded in Liber 34, Page 8, Oakland County Plat Records.

NO.	DATE	BY	REVISION
1	11-1-66	D. JOKI	REVISED TO SHOW AS INSTALLED IN FIELD

CAMBRIDGE SQUARE PORTION OF 1-34 AS		THE DETROIT Edison COMPANY UNDERGROUND LINES DEPARTMENT SCALE: 1"=30' DRAWING NO: 66-554 PROJECT NO: 6.MUD18/H28
CITY OF SOUTHFIELD	OAKLAND CO.	O.U. 2-4-1745 SHEET 1 OF 1

RECORDED RIGHT OF WAY NO. 23902