

APARTMENTS

Name of Project:

Hidden Valley 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 6 feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. 012-4-1863A, 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 Township 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,

RECORDED
FILED
OF
NO.

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 here 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 14 day of August, 1967.

In the presence of:

Norma E. Keizer

Norma E. Keizer

Clara Arble

Clara Arble

ASSOCIATES INCORPORATED,
A Michigan Corporation
16591 Meyers Rd.
Detroit Michigan

By: *Edgar M. Fenton*
Edgar M. Fenton

By: *Ben B. Fenton* Sec. Treas.
Ben B. Fenton President

DOCUMENT PREPARED BY
MELFORD HARRISMAN
23800 NORTHWESTERN HWY.
SOUTHFIELD, MICHIGAN

RECORDED RIGHT BY WAY NO. *54024*

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me,
the subscriber, a Notary Public in and for said County, personally appeared _____
_____ to me known to be the
person, named in and who executed the within instrument as vendor and acknowledged
that _____ executed the same as _____ free act and deed for the intents and
purposes therein mentioned.

My Commission expires: _____

Notary Public

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE _____)

On this 14th day of August, 1967, before me appeared
Ben B. Fenton and Edgar M. Fenton
to me personally known, who being by me severally duly sworn, did say that they are
respectively President and Secretary-Treasurer of
ASSOCIATES INCORPORATED, a corporation created and existing
under the laws of the State of Michigan and that the said instrument was signed and
sealed in behalf of said corporation by authority of its Board of Directors and the
said Ben B. Fenton and Edgar M. Fenton
acknowledged the said instrument to be the free act and deed of the said
ASSOCIATES INCORPORATED,

My commission expires July 26, 1968

Clara Arble Clara Arble
Notary Public

Wayne County, Michigan.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT 26, MICHIGAN

February 19, 1968

Hidden Valley Associates Ltd.
16591 Meyers Road
Detroit, Michigan 48235

Subject: Hidden Valley Apartments
Shiawassee and Eight Mile Road
City of Southfield
Oakland County, Michigan

Gentlemen:

With reference to my letter of June 21, 1967 stipulating the cost of supplying underground electric service for the above project, I have been advised of the additional cost of trenching due to frost conditions referred to in the second paragraph.

This cost will be an additional 65 cents per trench foot for a total added charge of \$1,410.50.

If you are in agreement with this, please indicate your acceptance and return three copies.

Sincerely,

Floyd W. Sell

Floyd W. Sell
Assistant Division Manager

FWS:bp

ACCEPTED

Hidden Valley Associates
G. J. Cooperman, Jr.

Date: *Feb. 26, 1968*

276, 2742

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12-53

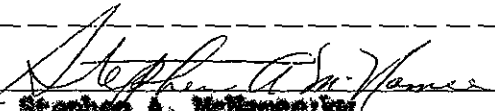
TO Engineering Coordinator Supervisor DATE 8-21-67 TIME _____
1901 Bond - Room 186
Re: Underground Service - Hidden Valley Apartments - Southfield Township
Oakland County - Michigan

Agreements and Easements obtained.

OK to proceed with construction.

COPIES TO R. Olson - 1001 Second - Rm. 184
H. W. Fricke - 728 G. O.
REPORT Al Lee - Sales - Pontiac Service Center
File

SIGNED


Stephen A. Malmgren
Staff Attorney
Law Department

DATE RETURNED _____ TIME _____ SIGNED _____

AGREEMENT

THIS AGREEMENT, made this 14th day of August, 1967,
between Hidden Valley Associates, a Michigan Limited Partnership,
16591 Meyers Road, Detroit, Michigan 48235

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".

WITNESSETH:

WHEREAS, DEVELOPER is developing apartments to be known as Hidden Valley Apartments, on land in the Township 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.

Handwritten signatures and notes at the bottom of the page.

RECORDED RIGHT OF MAY NO. 245216

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 its 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 its successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or its successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or its 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 its contractors or assigns, repairs shall be made at the cost and expense of the

DOCUMENT PREPARED BY
MELFORD HARTMAN
23500 NORTHWESTERN HWY.
SOUTHFIELD, MICHIGAN

therefore.

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

RECORDED RIGHT OF WAY NO. 24540

STATE OF MICHIGAN)
COUNTY OF WAYNE)

SS.

On this 22nd day of August, 1967, before me the subscriber, a Notary Public in and for said County, appeared A. L. Kasameyer and Lillian J.H. Carroll, to me personally known, who being by me duly sworn did say they are the Director. Properties & Rights of Way Dept. and an Asst. 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 A. L. Kasameyer and Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: July 9, 1968

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

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

SS.

On this 17th day of August, 1967, before me the subscriber, a Notary Public in and for said County, appeared CARL T. HALL and _____, to me personally known, who being by me duly sworn did say that he is the STAFF SUPERVISOR of 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 acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: _____

Frances J. Michaels
Frances J. Michaels, Notary Public, _____ County, Michigan
Oakland County, Michigan
Commission Expires Oct. 17 1969

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 14th day of August, 1967, before me, a Notary Public, personally appeared EDGAR FENTON, to me personally known, who being by me duly sworn, did respectively say that he is a member of the partnership known as HIDDEN VALLEY ASSOCIATES, a Michigan Limited Partnership which executed the within instrument and that he acknowledged said Instrument to be the free act and deed of said partnership.

My Commission expires: July 26, 1968

Clara Arble
Clara Arble
Notary Public, Wayne Co. Mich.

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF WAYNE COUNTY, MICHIGAN

Re

24546

June 21, 1967

Hidden Valley Associates Ltd.
16591 Meyers Rd.
Detroit, Michigan 48235

Re: Hidden Valley Apartments
Shiawassee and Eight Mile Rd.
City of Southfield
Oakland County, Michigan

Genrlemen:

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 \$2929.50 based on 2170 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 May 24, 1967. 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 installation.

RECORDS CENTER
RECEIVED SEP 5 1967
TICKLER MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 24546

June 21, 1967

The future maintenance of our electric lines in the proposed easements does not include repair of damage to out lines and equipment caused by you, your contractors, agents, employes, successors and assigns. If such damage should occur, we would expect reimbursement for repairs.

For your convenience, we would bill you on terms of thirty (30) days.

Very truly yours,

Floyd W. Sell

Floyd W. Sell
Asst. Division Manager

ACCEPTED

Hidden Valley Assoc Ltd
Richard L. Fin

Date:

6/29/67

RECORDED RIGHT OF WAY NO. 24544

DEVELOPER or its successors or assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or its 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:

Norma E. Keizer
Norma E. Keizer

Clara Arble
Clara Arble

Stephen A. McNamee
Stephen A. McNamee

Irene C. Kata
IRENE C. KATA

Barbara D'Agostino
BARBARA D'AGOSTINO

Dorianne Weiler
DORIANNE WEILER

HIDDEN VALLEY ASSOCIATES,
A Michigan Limited Partnership

By: Edgar Fenton
Edgar Fenton, General Partner

THE DETROIT EDISON COMPANY

By: A. L. Kasameyer
A. L. KASAMEYER, DIRECTOR
PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

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

MICHIGAN BELL TELEPHONE COMPANY

By: Carl T. Hall
Staff Supervisor, Right of Way
(Authorized signature)
CARL T. HALL

APPENDIX "A"

Part of the S.W. 1/4 of Sec. 32, T. 1 N., R. 10 E., Southfield Twp., City of Southfield, Oakland Co., Michigan, and being more particularly described as: Beginning at a point N 0° 33' 21" W., 102.00 ft. from the S. 1/4 corner of said Sec. 32; thence S 89° 58' 53" W., 385.60 ft. thence N 0° 41' 07" W., 130.00 ft.; thence S 89° 58' 53" W., 151.80 ft.; thence N 0° 35' 07" W., 136.84 ft.; thence S 89° 58' 53" W., 120.00 ft.; thence N 0° 35' 07" W., 500.00 ft.; thence N 0° 11' 32" W., 167.00 ft.; thence N 89° 58' 53" E., 206.00 ft.; thence N 47° 00' 00" E., 30.00 ft.; thence N 89° 58' 53" E., 44.70 ft.; thence S 42° 00' 00" E., 184.50 ft.; thence S 0° 35' 07" E., 335.20 ft.; thence S 34° 01' 16" E., 390.46 ft.; thence S 63° 35' 07" E., 52.18 ft.; thence S 0° 33' 21" E., 135.00 ft. to the point of beginning, containing 8.9 acres more or less.

RECORDED RIGHT OF WAY NO. 242546