

K

APARTMENTS

Name of Project:

Madison Park Apartments
Phase III

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR(S)", 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 corporation organized and existing concurrently under the laws of Michigan and New York, 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 poles(s), and other utility facilities, in, under, over, upon and across land located in the _____
City of Madison Heights, 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 and no changes of finished grade shall be allowed within the utility easements hereinabove described. No excavations for fences shall be allowed within the utility easements in the property described herein. Except as provided herein, the Grantors shall have the right to make any other use of the land subject to such

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

RECORDED RIGHT OF WAY NO. 24743

7.00

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 28th day of AUGUST, 1968.

In the Presence of:

Marjorie A. Fargo
James M. ERFERT
Marjorie A. Fargo
James M. ERFERT
Marjorie A. Fargo
James M. ERFERT
Marjorie A. Fargo
James M. ERFERT
Marjorie A. Fargo
James M. ERFERT

Joseph Gordon
Joseph Gordon
Mary Gordon
Mary Gordon
Frederick Gordon
Frederick Gordon
Marsha Gordon
Marsha Gordon
Sheldon Gordon
Sheldon Gordon

MARJORIE A. FARGO
JAMES M. ERFERT

~~1005 Guardian Building~~
~~Detroit, Michigan 48226~~
23455 NORTHWESTERN Highway
SOUTHFIELD, Michigan
48075

RECORDED RIGHT OF WAY NO. 24743

STATE OF MICHIGAN)
COUNTY OF Wayne) SS.

On this 28 day of August, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared JOSEPH GORDON and MARY GORDON, his wife, known to me to be the person who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Marguerite A. Fargo
MARGUERITE A. FARGO
Notary Public, Wayne County, Michigan
My Commission Expires 1-22-71

STATE OF MICHIGAN)
COUNTY OF Wayne) SS.

On this 28 day of August, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared FREDERICK GORDON and MARSHA GORDON, his wife, and SHELDON GORDON, a single man, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Marguerite A. Fargo
MARGUERITE A. FARGO
Notary Public, Wayne County, Michigan
My Commission Expires 1-22-71

APPENDIX "A"

A parcel of land in the Southwest 1/4 of Section 1, Town 1 North, Range 11 East, City of Madison Heights, Oakland County, Michigan, described as follows:

Beginning at a point distant due North 1720.0 ft. and due East 60.0 ft. from the Southwest corner of said Section; thence due East 614.33 ft.; thence due South 365.00 ft.; thence due West 614.33 ft.; thence due North 365.00 ft.; to the Point of Beginning, containing 5.15 Acres of land.

PREPARED BY: Keith L. Roach
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: HAROLD J. PINALES
2000 SECOND AVENUE - RM. 226
DETROIT, MICHIGAN 48226

10
PM
100-690
CLERK-REGISTER OF DEEDS
MADISON HEIGHTS, MICHIGAN

LYNN D. ALLEN
CLERK-REGISTER OF DEEDS

1968
AUG 28
4 18
MICHIGAN
CLERK-REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. 247743

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

TO Art Lawrence 1901 Second Room 186

DATE 9-23-63

TIME _____

Re: Madison Park Apt. Phase 3, City of Madison Heights, Oakland County

Agreements and Easement Grant received. OK to proceed with
construction.

COPIES TO: H. W. Friebe 728 G.O.

SIGNED



Al Lee Pontiac Service Center
file

Keith L. Rochelle
Staff Attorney, Law Dept.

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

APARTMENTS

AGREEMENT

66 79777

THIS AGREEMENT, made this 23rd day of November, 1966,between JOSEPH GORDON, SHELDON GORDON, and FREDERICK GORDON1665 Guardian Building, Detroit, Michigan 48226

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 _____

Madison Park Apartments, on land in the City of Madison Heights, 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. 24743

600

5. To remove at DEVELOPER's expense all trees, shrubbery or obstructions 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 therefor. 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 of 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 their successors and assigns upon receiving a statement therefor.

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.

RECORDED RIGHT OF WAY NO. 24743

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:

Maurice A. Fargo
MAURICE A. FARGO

Grace Beals
GRACE BEALS

Eugene W. Bronski
EUGENE W. BRONSKI

Irene C. Kata
IRENE C. KATA

Barbara D'Agostino
BARBARA DAGOSTINO

Dorianne Weiler
DORIANNE WEILER

Joseph Gordon
Joseph Gordon

Sheldon W. Gordon
Sheldon Gordon

Frederick Gordon
Frederick Gordon

THE DETROIT EDISON COMPANY

By: W. Pease

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)

DESCRIPTION

APPENDIX "A"

A parcel of land in the Southwest 1/4 of Section 1, Town 1 North, Range 11 East, City of Madison Heights, Oakland County, Michigan, described as follows:

Beginning at a point distant due North 1720.0 ft., and due East 60.0 ft., from the Southwest corner of said Section; thence due East 614.33 ft.; thence due South 365.00 ft.; thence due West 614.33 ft.; thence due North 365.00 ft.; to the Point of Beginning, containing 5.15 Acres of land.

RECORDED RIGHT OF WAY NO. 247743

1966 NOV 29 PM 12 32
MICHIGAN REGISTER OF DEEDS RECORDS
JOHN D. MURPHY
CLERK-REGISTER OF DEEDS

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 7 day of November, 1966, before me the subscriber, a Notary Public in and for said County, personally appeared JOSEPH GORDON, known to me to be the person who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Marjorie A. Fargo
Notary Public, Wayne County, Michigan

My Commission Expires: 2-19-67

MARJORIE A. FARGO
Notary Public Wayne County, Mich.
My Commission Expires Feb. 19, 1967

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 7 day of November, 1966, before me the subscriber, a Notary Public in and for said County, personally appeared SHELDON GORDON, known to me to be the person who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Marjorie A. Fargo
Notary Public, Wayne County, Michigan

My Commission Expires: 2-19-67

MARJORIE A. FARGO
Notary Public Wayne County, Mich.
My Commission Expires Feb. 19, 1967

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 7 day of November, 1966, before me the subscriber, a Notary Public in and for said County, personally appeared FREDERICK GORDON, known to me to be the person who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Marjorie A. Fargo
Notary Public, Wayne County, Michigan

My Commission Expires: 2-19-67

MARJORIE A. FARGO
Notary Public Wayne County, Mich.
My Commission Expires Feb. 19, 1967

PREPARED BY: Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan 48226

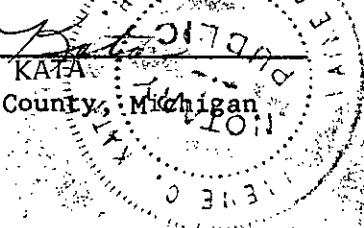
RECORDED RIGHT OF WAY NO. 297743

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 17th 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 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.

My Commission Expires: July 9, 1968

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



STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 23rd 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 the free act and deed of said corporation.

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

Frances J. Michaels

RETURN TO: HAROLD J. PINALES
2000 SECOND AVENUE - RM. 226
DETROIT, MICHIGAN 48226

RECORDED RIGHT OF WAY NO. 27743

WHEREAS, THE DETROIT EDISON COMPANY, a New York corporation, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, have acquired a certain Underground Line Permit dated 11-23-66 and recorded 10-19-67 in Liber 5105, Page 36-42, Oakland County Records, described as follows:

A parcel of land in the Southwest 1/4 of Section 1, Town 1 North, Range 11 East, City of Madison Heights, Oakland County, Michigan, described as follows:

Beginning at a point distant due North 1720.0 feet and due East 60.0 feet from the Southwest corner of said Section; thence due East 614.33 feet; thence due South 365.00 feet; thence due West 614.33 feet; thence due North 365.00 feet; to the Point of Beginning, containing 5.15 acres of land.

AND WHEREAS, the THE WAYNE OAKLAND BANK is the mortgagee of a certain mortgage dated 10-19-66 and recorded 10-21-66 in Liber 4955, Page 587, Oakland County Records, Oakland County, Michigan.

NOW THEREFORE, in payment of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, the mortgagee herein for itself, its successors and assigns, agrees that if said mortgage is in default and said land is sold to satisfy same the purchaser or purchasers under such sale shall take said land subject to said Underground Line Permit.

IN WITNESS WHEREOF, these presents have been executed on this 22nd day of December A.D. 1967.

In the Presence of:
William H. Moon
WILLIAM H. MOON
Judith A. Schumaker
JUDITH A. SCHUMAKER
STATE OF Michigan
COUNTY OF Oakland

1968 JAN 12 PM 2:55:21
OAKLAND COUNTY MICHIGAN REGISTER OF DEEDS RECORDS

THE WAYNE OAKLAND BANK
400-S. Main, Royal Oak, Michigan 48068
By Jesse A. Snyder
JESSE A. SNYDER
Vice President
By Raymond A. Franklin
RAYMOND A. FRANKLIN
Assistant Cashier

On this 22nd day of December in the year One Thousand Nine Hundred sixty seven before me, the subscriber, a Notary Public in and for said County, personally appeared Jesse A. Snyder and Raymond A. Franklin, to me personally known, who being by me duly sworn did say that they are the Vice President and Ass't Cashier of the

THE WAYNE OAKLAND BANK, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and Jesse Snyder and Raymond A. Franklin acknowledged said instrument to be the free act and deed of said corporation.

William H. Moon
WILLIAM H. MOON
Notary Public, Oakland County, Michigan

My commission expires : October 3, 1969

Prepared by: J. V. Strouse
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO
R. Q. DUKE
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

RECORDED RIGHTS OF WAY NO. 24742

200

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 28, 1966

Mr. Sheldon Gordon
1665 Guardian Building
Detroit, Michigan 48226

Re: Madison Park Apartments

Dear Mr. Sheldon:

Enclosed is a fully executed copy of the Agreement for underground electric and communication services for the above project.

This copy may be retained for your permanent records.

Very truly yours,


Eugene W. Bronski
Staff Attorney

/lh
enclosure

RECORDS CENTER	
RECEIVED NOV 3	1967
TO: MR. GORDON	
CLASSIFIED	

RECORDED RIGHT OF WAY NO. 24793

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 19, 1967

Mr. Sheldon Gordon, Esq.
1665 Guardian Building
Detroit, Michigan 48226

Re: Madison Park Apartments

Dear Mr. Gordon:

Enclosed are copies of the "as installed" drawings which reflect the underground electric and communication facilities for the above project.

Please substitute these drawings for the drawings now attached to your copy of the Easement for said project.

Very truly yours,



Eugene W. Bronski
Staff Attorney

EWB:lhd
enclosures

Name of Project: Madison Park Apartments

APARTMENTS

EASEMENT GRANT and DECLARATION OF RESTRICTIONS 67 69686

1-0
1

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. OU2-3-1855 *OU2-3-1744*, 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 Madison Heights, 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,

Royal Oak Twp.
Sec. 1
SW 1/4, W 1/2 of (Madison Park Plots.)
 - 1 -

800

RECORDED RIGHT OF WAY NO. 24743

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

23 day of November, 1966.

In the Presence of:

Grace Beals
 Grace Beals
Marjorie A. Fargo
 Marjorie A. Fargo

 Edward C. Beesley

 Elsie Beesley

Joseph Gordon
 Joseph Gordon

Mary Gordon
 Mary Gordon

Frederick Gordon
 Frederick Gordon

Marsha Gordon
 Marsha Gordon

Sheldon W. Gordon
 Sheldon Gordon
 1665, Guardian Building
 Detroit, Michigan 48226

DESCRIPTION

APPENDIX "A"

A parcel of land in the Southwest 1/4 of Section 1, Town 1 North, Range 11 East, City of Madison Heights, Oakland County, Michigan, described as follows:

Beginning at a point distant due North 1720.0 ft. and due East 60.0 ft. from the Southwest corner of said Section; thence due East 614.33 ft.; thence due South 365.00 ft.; thence due West 614.33 ft.; thence due North 365.00 ft.; to the Point of Beginning, containing 5.15 Acres of land.

STATE OF MICHIGAN)
) SS.
 COUNTY OF)

On this _____ day of _____, 1966, before me, the subscriber, a Notary Public in and for said County, personally appeared EDWARD C. BEESLEY and ELSIE BEESLEY, his wife, known to me to be the person who executed the foregoing instrument and acknowledged the same to be their free act and deed.

 Notary Public; _____ County, Michigan

My Commission Expires: _____

RECORDED RIGHT OF WAIF NO. 247743

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 23 day of November, 1966, before me, the subscriber, a Notary Public in and for said County, personally appeared JOSEPH GORDON and MARY GORDON, his wife, FREDERICK GORDON and MARSHAL GORDON, his wife, and SHELDON GORDON, a single man, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Marjorie A. Fargo
Marjorie A. Fargo
Notary Public, Wayne County, Michigan

My Commission Expires: 2-19-67

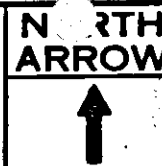
John D. Murphy
JOHN D. MURPHY
CLERK-REGISTER OF DEEDS

1967 OCT 19 PM 3 25
RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

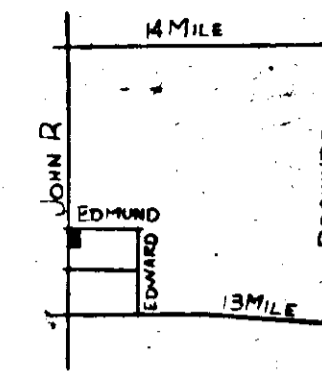
RECORDED RIGHT OF WAY NO. 24743

PREPARED BY: Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: HAROLD J. PINALES
2000 SECOND AVENUE - RM. 226
DETROIT, MICHIGAN 48226



W.O. 367A803
D.O. 198184
FOREMAN - KLIMBAL
D.E.CO. LABOR
START 11-15-66
FINISH 11-15-66
NOTES FOREMAN - KLIMBAL
SUPERVISOR - CARLINI
RECORDS - MALEK



RYO. UG. 17-2
OH. 17

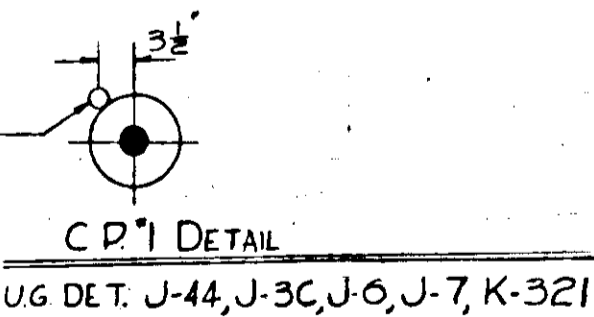
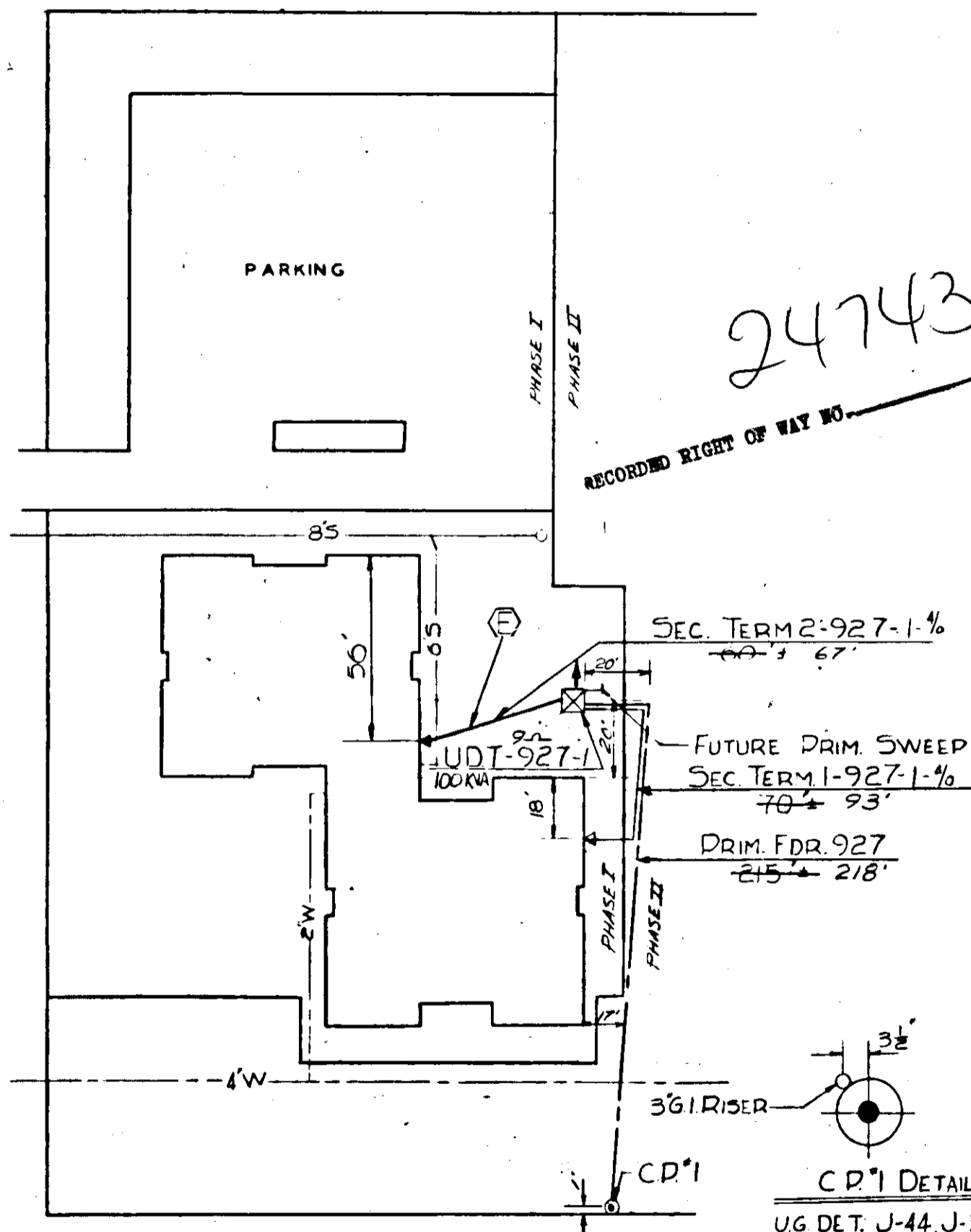
EDMUND

PARKING

24743

RECORDED RIGHT OF WAY NO.

120' W.D.
JOHN R.



GENERAL NOTES

1. ALL TRENCHING AND BACKFILLING BY M.B.T.
2. ALL CABLE AND TRENCH LENGTHS ARE APPROXIMATE.
3. SEE DRWG UI-1-2369 FOR SWITCHING TRANS-D.
4. FOR ENTRANCE DETAIL SEE CSD 675-2 DET-D
5. M.B.T. ENGINEER: BOB KRATT, 542-9913
1210 N. CAMPBELL, ROYAL OAK

TRANSFORMER DATA:

UDT	SIZE	ED. NO.	PRIM.	SEC.
UDT-927-1	100KVA	661-0503	40A	600D

* INDICATES TRANS. WITH SWITCHING
TRANS. SPECS: R-17, R-18, R-22, R-25, K-300

CODE

- TRANS. WITH SWITCHING
- SEC. SERVICE
- CABLE POLE
- PRIM. CABLE } E'S of 6' EXITS.
- SEC. CABLE }
- WATER
- SEWER
- GAS
- ➔ INDICATES DIR TRANS DOOR OPENS
- ⊕ D.E.CO. ALONE

CABLE SUMMARY

PRIMARY:
4-1CX1-POLY. CONC. 13.2KV-713-3023-215'
SECONDARY:
1/2-1CX3-CROSS LINK POLY 600V-713-0534-130'

TRENCH SUMMARY

TOTAL JOINT USE TRENCH = 205'

PERMITS REQ'D

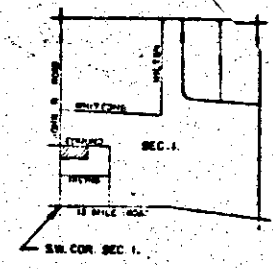
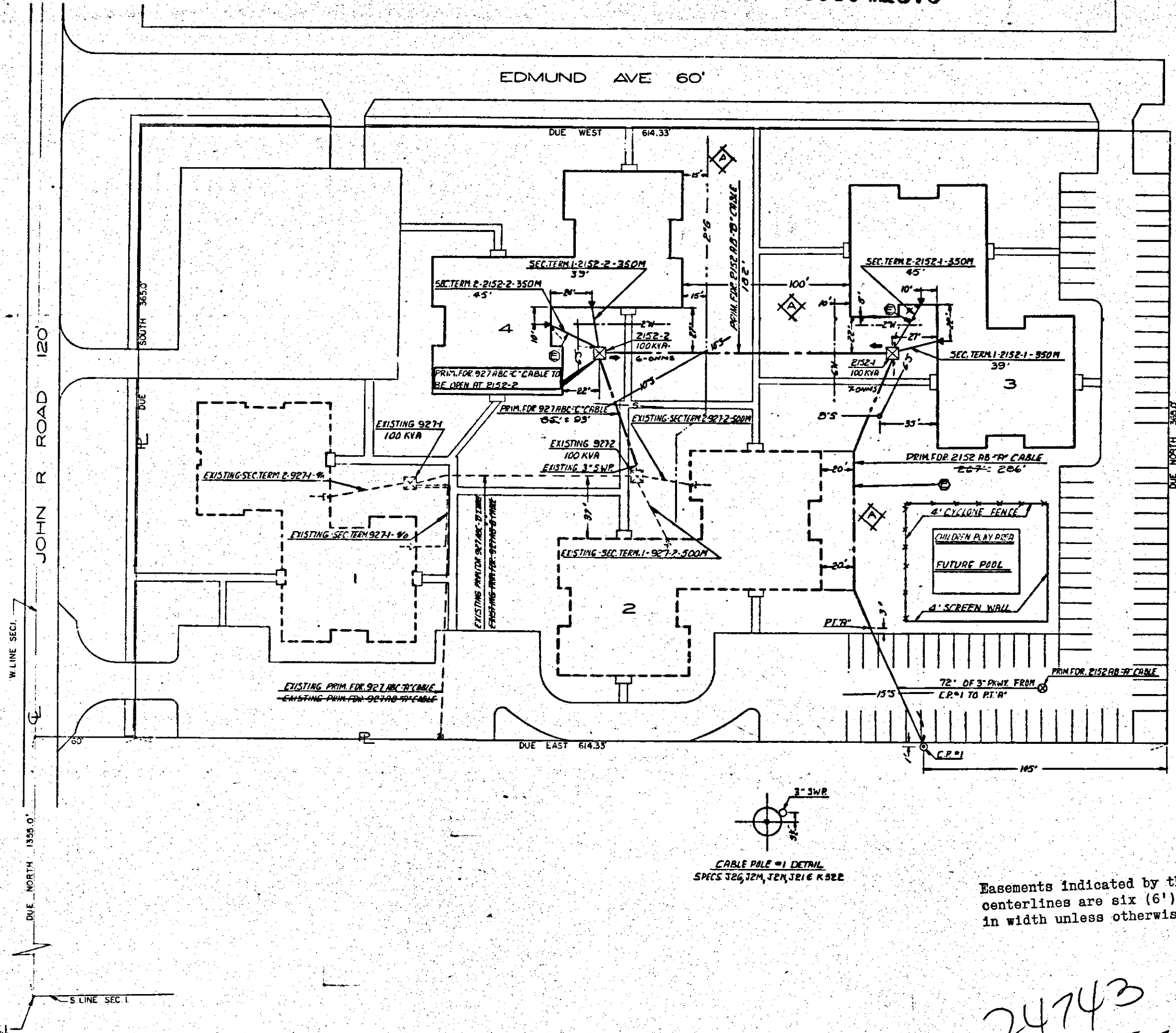
CITY OF MADISON HEIGHTS
(FOR NOTIFICATION ONLY)

DIS CIR. 8063 MAUMEE
INITIAL AND ULTIMATE 13.2 K.V.

D REVISION				C REVISION				B REVISION				A REVISION				OTHER APPROVAL		NAME		DATE		STATION		THE DETROIT EDISON COMPANY UNDERGROUND LINES DEPARTMENT	
												REVISED TO SHOW AS INSTALLED IN THE FIELD						V. POPOWSKI		9-16-66		DIRECT BURIED SYSTEM		SCALE	
																		MADISON PARK APTS.		1"=30'		LAYOUT JOB NO.			
																		SW. 1/4 SEC. 1		66-552		ORDER FOR WORK			
																		CITY OF MADISON HEIGHTS OAKLAND CO.		0100101HET		DRAWING NUMBER			
																		OAKLAND CO.		002-3-1744		SHEET 1 OF 1 SHEETS			
																						U.G. MAP RYO 17-2			

24743

RECORDED RIGHT OF WAY NO. 24743



RYO 17-2

NOTES

SEE DRAWING UI-1-2369 FOR TRANSFORMER MAT DETAIL
 ALL TRENCHING AND BACKFILLING BY M.B.T. CO.
 ALL TRENCH AND CABLE LENGTHS ARE APPROXIMATE
 FOR ENTRANCE DETAILS SEE CSD 675-2 DETAIL "D"
 M.B.T. ENGINEER - R.H. KRATT 1210 N CAMPBELL ROYAL OAK
 PHONE - 542-9913
 NO GAS INFORMATION AVAILABLE AT THIS TIME. CONTACT
 CONSUMER POWER COMPANY PHONE 542-5000
 FOR ALL EXISTING UNDERGROUND CABLE SEE
 DRAWING'S OUI-3-1744 AND OUI-3-1855

TITLE BLOCK

D.O.	204330
W/O	3478457
FOREMAN	MAITRE
LABOR	DE. CO
START	10-5-68
FINISH	10-23-68
NOTES	MAITRE
SUPERVISOR	BOERS
RECORDS	EAK

CODE

CABLE POLE	⊙
TRANS W/SWITCH	⊠
ENTRANCE POINT	▶
PRIMARY CABLE 13.2KV	—
SECONDARY CABLE	- - -
DIRECTION OF DOOR OPENING	➔
SEWER	S — S
WATER	W — W
GAS	G — G
EDISON ONLY	⊕

TRENCH SUMMARY

JOINT	320'±
EDISON ONLY	300'±
TOTAL	620'±

CABLE SUMMARY

PRIMARY CABLE
 # 2 ICK1 POLY. CONC. 13.2KV ALUM. ED. NO. (713-3029) 522'
SECONDARY CABLE
 350M ICK2 600V POLY. ALUM. ED. NO. (713-0537) 168'
 40 ICK1

CONSTRUCTION SUPERVISORS

DE. CO. C. GOERS RM. 136 1901 2ND PHONE 962-2100 EXT. 307
 M.B.T. CO. ED. HEICHEL 1330 N. CROOKS RD. CRAWFORD, MICH.
 PHONE - 5889970

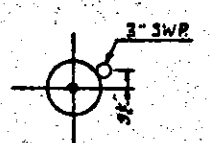
TRANSFORMER DATA

UDT	SIZE	ED. NO.
* 2152-1	100KVA	661-0503
* 2152-2	100KVA	661-0503

* INDICATES TRANS. W/SWITCH.

TRANSFORMER - SPECS.

TRANS. W/SWITCH. R18A, R25 & K322



CABLE POLE #1 DETAIL
SPECS 326, 324, 325, 321 & K322

Easements indicated by their centerlines are six (6') feet in width unless otherwise noted.

24743

DIST. CIR. BIZZ. LOMBARD,
13.2 KV. INITIAL & ULTIMATE

PERMITS REQ'D.
CITY OF MADISON HEIGHTS
(FOR NOTIFICATION ONLY)

REVISION	REVISION	REVISION	REVISION	OTHER APPROVAL	NAME	DATE	STATION
D	C	B	A		MAN	7-19-68	
		REVISED TO SHOW AS INSTALLED IN FIELD	ADDED 2 GAS ALSO RELOCATED FROM PDB 2152 AB-B CABLE ALSO CHANGED 8106 TO BE 100' FROM RDG. # 3			7-22-68	
						7-22-68	
						7-23-68	

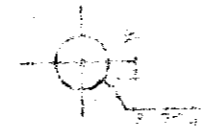
MADE BY	CHEK BY	APPROVED	MADE BY	CHEK BY	APPROVED	MADE BY	CHEK BY	APPROVED	MADE BY	CHEK BY	APPROVED

DIRECT RATED SYSTEM		MAT. TAR. NO. 5688	LAYER	A
THE DETROIT EDISON COMPANY UNDERGROUND LINES DEPARTMENT				
SCALE	1" = 30'	DRAWING NO.	LB-585	
PROJECT	MADISON PARK APT'S	DATE FOR WORK	BMD018/HG5	
CITY	CITY OF MADISON HEIGHTS	PROJECT NO.	OUI-4-2145	
ROYAL OAK TWP	CLEVELAND CO			

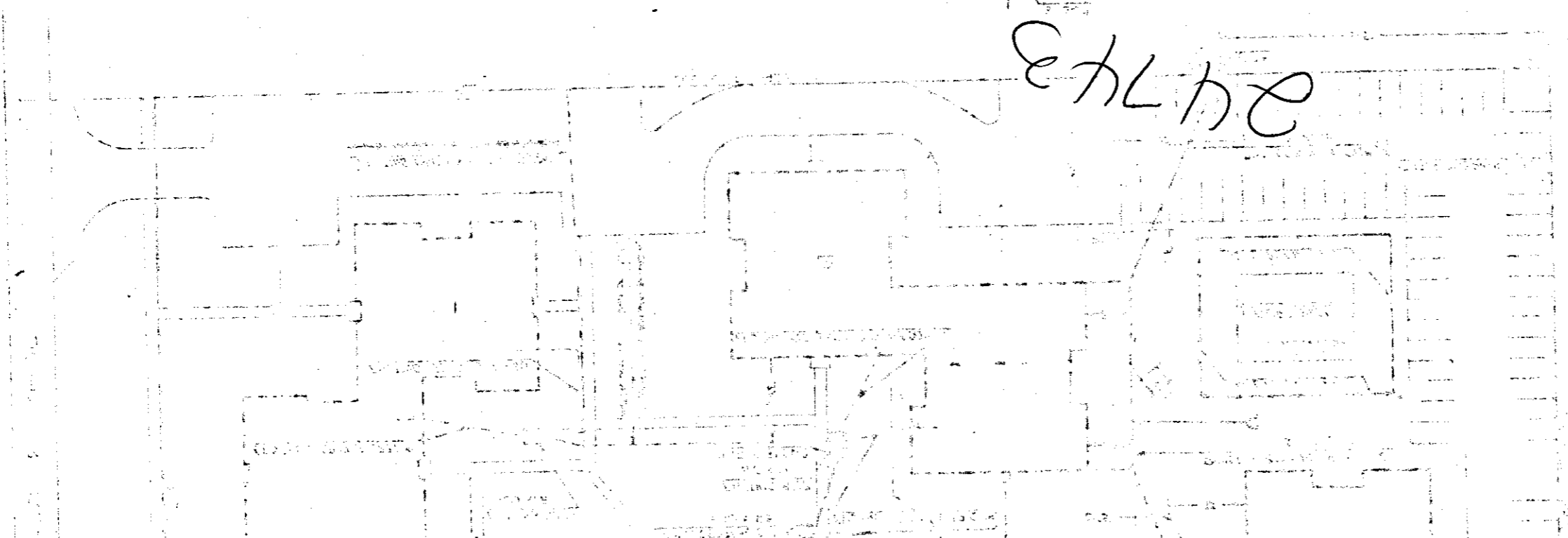
RECORDED RIGHT OF WAY NO. 29743

TO WHOM THESE PRESENTS SHALL COME
OF THE COUNTY OF ... STATE OF ...
I HEREBY CERTIFY THAT THE SAME
ARE CORRECTLY RECORDED AS SHOWN

THESE PRESENTS BEING
THE ORIGINAL RECORD



24743



APPROVED FOR RECORD
DATE 10/15/1911

BY THE COUNTY CLERK

RECORDED
DATE 10/15/1911
BY THE COUNTY CLERK

July 30, 1968

Mr. Sheldon W. Gordon
23455 Northwestern Highway
Southfield, Michigan 48075

Re: Madison Park Apartments - Phase 3
John R and Edmund
Madison Heights, 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 \$837.00 based on 620 estimated 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 June 27, 1968. Any changes in these locations may require an adjustment in the cost figures. An additional charge will be made if boring under pavement, etc., is required or sand backfill is requested.


Normally, trenching operations will not be undertaken during December, January, February, or March unless soil 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.

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

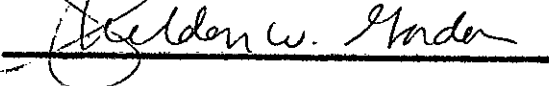
For your convenience, we will bill you on terms of thirty (30) days.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,


Floyd W. Sell
Asst. Division Manager

ACCEPTED



Date: Aug 6, 1968

RECORDED RIGHT OF WAY NO. 247743

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

December 31, 1968

Mr. Sheldon W. Gordon
23455 Northwestern Highway
Southfield, Michigan 48075

Re: Madison Park Apartments
City of Madison Heights

Dear Mr. Gordon:

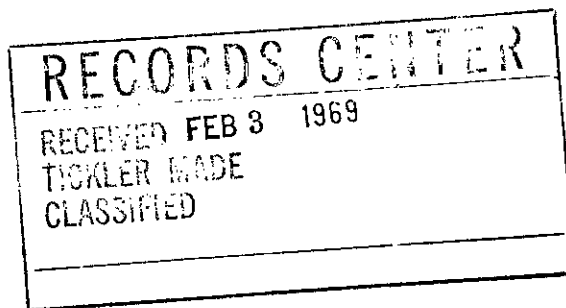
We are enclosing herewith a copy of the "as installed" Drawing No. OU2-4-2145 for the underground electric and communication services for the above named project.

Very truly yours,

KLR
Keith L. Roach
Staff Attorney

KLR:1hd

Enclosure



RECORDED RIGHT OF WAY NO. 24743