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22

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

1968 JUN 17 PM 1 55

John A. Murphy
CLERK-REGISTER

(LIBER 5211 PAGE 140)

(68 39164)

LIBER 5325 PAGE 643

69 14105

Name of Project:

Jacobs Office Building

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", easements for the purpose of providing underground electric 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 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, secondary service pedestals, switching equipment, transformers, meters, meter enclosures and equipment of EDISON situated in or on premises of the Grantor(s) shall at all times remain in EDISON and shall be deemed to be personal property and shall not be deemed a part of the realty.
2. EDISON ^{its} employees, 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 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 the purpose of showing the "as installed" centerlines and width of easements granted herein as shown on drawing attached hereto.

*Southfield Map
Sec 22
NW 1/4; Sides
- 1 - Detrolvee;
S. 22/3 (Capeh
& W. 1/2)*

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

12.00
6.00
RECORDING FEE OF WAY NO. 205533

easements which is not inconsistent with the right of the ~~utility~~ ^{utility} provided, however, that Grantor(s) shall not plant trees or large shrubs within the said utility easements. EDISON ~~and its~~ 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 ~~utility~~ ^{utility}, interferes with ~~its~~ ^{its} facilities, or is necessary for the installation, re-installation, repair, operation, modification or removal of ~~its~~ ^{its} 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 ~~the utility~~ ^{utility} 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 ~~utility~~ ^{utility} 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 17th day of May, 19 68.

In the Presence of:

Thelma L. Snell
Thelma L. Snell
Lorayne H. Hagedorn
Lorayne H. Hagedorn

TUDOR ASSOCIATES,
a Michigan Limited Co-Partnership
900 Michigan Building, Detroit, Michigan
By [Signature] Partner
By [Signature] Richard S. Jacob Partner

RECORDED RIGHT OF WAY NO. 25533

LYNN D. ALLEN
CLERK-REGISTER OF DEEDS

1969 FEB 28 AM 10 03

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORD

APPENDIX A

Land situated in the City of Southfield, Oakland County, Michigan, described as:

Part of Lots 22 and 23 and triangular part of the Northwest quarter of said Section 22, adjoining the Southerly side described as: Beginning in the Easterly line of Lois Lane 60 feet wide at the Northwesterly corner of said Lot 22; thence along the Northerly line of said Lot 22 South 89 degrees 44 minutes 59 seconds East 353.16 feet; thence along the Easterly line of said Lots 22 and 23 South 0 degrees 52 minutes 05 seconds West 210.00 feet; thence South 27 degrees 05 minutes 34 seconds West 92.70 feet; thence along the Northerly line of Northwestern Highway North 62 degrees 52 minutes 04 seconds West 407.90 feet; thence along the Easterly line of said Lois Lane North 27 degrees 05 minutes 26 seconds East 121.33 feet to the point of beginning, of Tudor Estates, a subdivision of part of the Northwest quarter of Section 22, Town 1 North, Range 10 East, Southfield Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 14, of Plats, Page 54, Oakland County Records;

subject to the following:

Easement for public utilities in the rear five (5') feet of Lots 22 and 23 of Tudor Estates, as recited in Liber 66, Miscellaneous Records, Page 587, Oakland County Records; and

terms and conditions of Deed from Northwestern Properties Co., a registered Michigan limited partnership, as granted to Doner Detroit Properties, a registered Michigan partnership, dated February 16, 1966 and recorded on March 11, 1966, in Liber 4859, Page 109, Oakland County Records; and

terms and conditions of Easement Agreement between Doner Detroit Properties, a registered Michigan partnership, and the City of Southfield, of Oakland County, Michigan, for sanitary sewer line over the above-described premises, as set forth in Liber 4959, Page 233, Oakland County Records; and

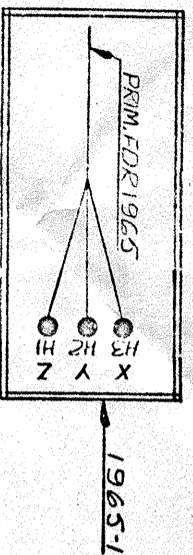
existing building and use restrictions.

RECORDED RIGHT OF WAY NO. 25533

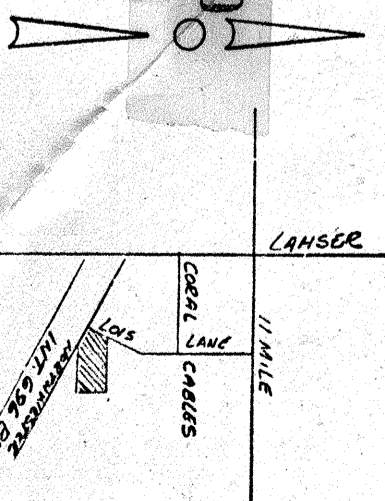
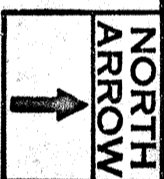
LIBER 5325 PAGE 648

LIBER 5325 PAGE 649

LIBER 5325 PAGE 650



(TO BE INCLUDED ON OPERATING MAP)
R 31 - CONN. # 7

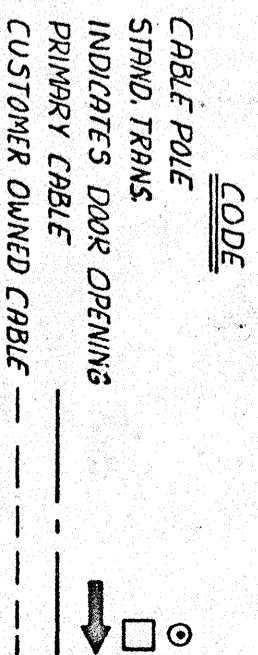


TITLE BLOCK

D.D. 203939
 W.D. 367641
 FOREMAN OELAN
 LABOR D.E. CO.
 START 11-29-68
 FINISH 12-3-68
 NOTES OELAN
 SUPERVISOR GOEBS
 RECORDS BAK

NOTES

ALL TRENCHING AND BACKFILLING TO BE DONE BY D.E. CO.
 SEE DRAWING UI-2-2373 FOR TRANS. MAT DETAIL
 ALL TRENCH AND CABLE LENGTHS ARE APPROXIMATE
 GAS INFORMATION CONTACT CONSUMERS POWER CO.
 PHONE-5795000 PRIOR TO CONSTRUCTION
 CONSTRUCTION SUPERVISOR
 D.E. CO. C. GOEBS UNDERGROUND LINES RM136
 19012ND. PHONE-962-2100 EXT-3071



UDT	SIZE	ED. NO.
1965-1	300KV	661-0317

SPECS. R57, R24, K322, R31 (CONN #1)

TRENCH SUMMARY
D.E. CO. 20'

CABLE SUMMARY

PRIMARY
 #2 ICKI POLY. CONC. ALUM 13.2 KV ED. NO. (13-3029) 2004
 (TO BE SENT AS 68'± OF ICKI)

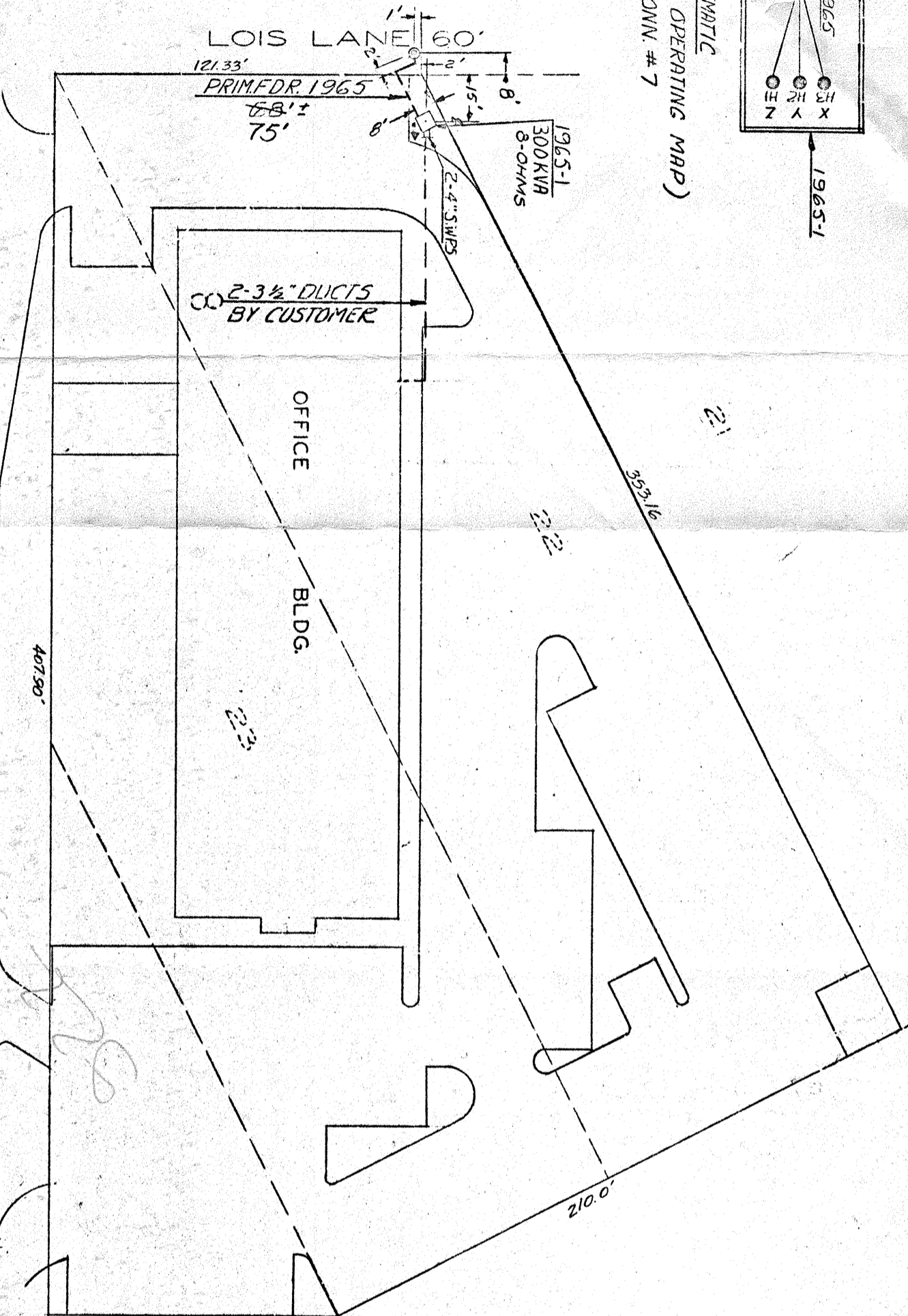
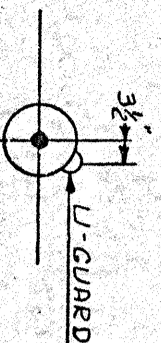
PERMITS REQ'D.
CITY OF SOUTHFIELD

DIST. CIR. B153 BROOKS
132KV INITIAL & ULTIMATE

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

25533
PROPOSED RIGHT OF WAY

CABLE POLE #1 DETAIL
SPECS. J2G, J2M, J2N, J23 & K322



RECORDED RIGHT OF WAY NO. 200

REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	
D	C	B	A																	

REVISED TO SHOW AS INSTALLED IN FIELD.

DATE	NAME	STATION	OTHER APPROVAL	DRAWN BY	CHECKED BY	APPROVED BY	DATE	DATE	DATE
5-21-68	DRPUSHIAN	JACOBS OFFICE BLDG		DRPUSHIAN	TRAVELLE	TRAVELLE	5-24-68	5-27-68	5-28-68

CITY OF SOUTHFIELD
 OAKLAND CO
 SFD 59-4

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 11, 1969

Mr. Lee W. Keating
31001 Lahser
Birmingham, Michigan

Re: Rivers Edge Subdivision

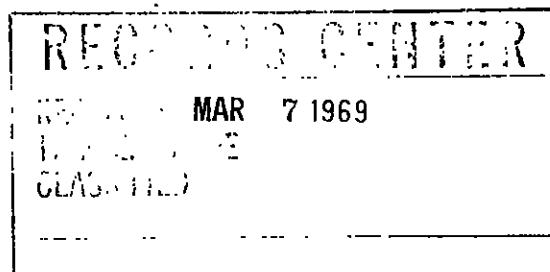
Dear Mr. Keating:

We are enclosing herewith a fully executed copy of the Agreement dated January 13, 1969, for the underground electric and communication services for the above named project.

Very truly yours,

Keith L. Roach
Keith L. Roach
Staff Attorney

:lhd
Enclosure



RECORDED RIGHT OF WAY NO. 25532

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 24, 1969

Tudor Associates
900 Michigan Building
Detroit, Michigan 48226

Re: Jacobs Office Bldg.

Gentlemen:

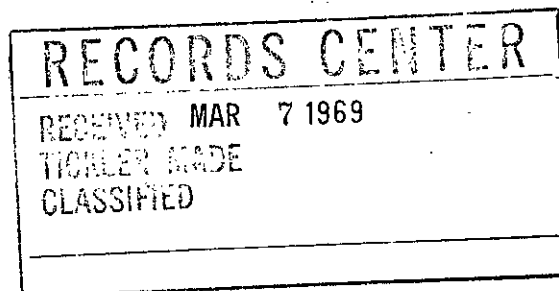
We are enclosing herewith a copy of the "as installed"
Drawing No. OU2-3-2134 for the underground electric and
communication services for the above named project.

Very truly yours,



Stephen A. McNamee
Staff Attorney

SAMcN/tw
Enclosure



RECORDED RIGHT OF WAY NO. 25533

June 12, 1968

Taubman Company
12741 Capital
Oak Park, Michigan 48237

Re: Jacobs Office Building
Northwestern and Lois Lane
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 \$7.00 based on 20 estimated trench feet at the rate of 35 cents per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on April 3, 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 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
Floyd W. Sell
Asst. Division Manager

ACCEPTED

Robert E. Howell

Prof. Mgr.

Date: 6/23/68

RECORDED RIGHT OF WAY NO. 25533

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

May 23, 1968

Tudor Associates
900 Michigan Building
Detroit, Michigan 48226

Re: Jacobs Office Building

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated May 17, 1968 for the underground electric and communication services for the above named project.

Very truly yours,



Stephen A. McNamee
Staff Attorney

SAMcN:kw

Enclosure

RECORDED RIGHT OF WAY NO. 25533

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:

Thelma L. Snell
Thelma L. Snell
Lobayne H. Hagedorn
Lobayne H. Hagedorn

TUDOR ASSOCIATES
a Michigan Limited Co-Partnership

By: Herbert Sott
Herbert Sott Partner
By: Richard J. Gacek
Richard J. Gacek Partner

Stephen A. McNamee
Stephen A. McNamee
Irene C. Kata
IRENE C. KATA

THE DETROIT EDISON COMPANY

By: R. Q. Duke
R. Q. DUKE, DIRECTOR
Properties and Rights of Way Dept.
By: Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

~~MICHIGAN BELL TELEPHONE COMPANY~~

~~XX~~

~~XX~~
~~(Authorized signature)~~

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 22nd day of May, 19 68, before me the subscriber, a Notary Public in and for said County, appeared R. Q. Duke and Lillian J. H. Carroll, to me personally known, who being by me duly sworn did say they are ~~the~~ ^{Properties & Rights} Director, of Way Dept. 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 R. Q. Duke and Lillian J. H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this _____ day of _____, 19____, before me the subscriber, a Notary Public in and for said County, appeared _____ and _____, to me personally known, who being by me duly sworn did say they are the _____ and _____ of MICHIGAN BELL TELEPHONE COMPANY, a Michigan 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 _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

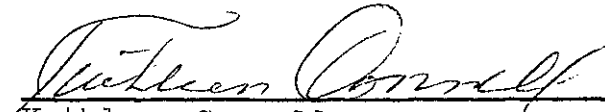
Notary Public, _____ County, Michigan

My Commission Expires: _____

RECORDED RIGHT OF WAY NO. 25033

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 17th day of May, 1968, before me the sub-
scriber, a Notary Public in and for said County, personally appeared _____
HERBERT SOTT and RICHARD J. JACOB, Partners of the
TUDOR ASSOCIATES, a Michigan Limited Co-Partnership, to me known and who executed
the within instrument and acknowledged same to be their free act and deed for
the Co-Partnership.


Kathleen Connell
Notary Public, Wayne County, Michigan

My Commission Expires May 23, 1969

APPENDIX "A"

~~Land in the County of Oakland, State of Michigan, described as:
Part of Lots 22 and 23 and triangular part of the N.W. 1/4 of said
Section 22, adjoining the S'ly side described as: Beginning in the E'ly line
of Lois Lane 60 feet wide at the N.W'ly corner of said Lot 22; thence along
the N'ly line of said Lot 22, S. 89° 44' 59" E. 353.16 feet, thence along the
E'ly line of said Lots 22 and 23 S. 0° 52' 05" W. 210.00 feet, thence S. 27° 05'
34" W. 92.70 feet, thence along the N'ly line of Northwestern Highway, N. 62°
52' 04" W. 407.90 feet, thence along the E'ly line of said Lois Lane N. 27°
05' 26" E. 121.33 feet to the point of beginning, of "Tudor Estates" being a
subdivision of part of N.W. 1/4 of Section 22, Town 1 North, Range 10 East, South-
field Township, Oakland County, Michigan, according to the Plat thereof as
recorded in Liber 14 of Plats, Page 54, Oakland County Records.~~

~~Subject to easement for sanitary sewers 20 feet wide granted to the
City of Southfield recorded in Liber 4959, Page 233, Oakland County Records.~~

PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan 48226

1968 MAY 27 PM 4 03
OAKLAND COUNTY REGISTER OF DEEDS RECORDS
KATHLEEN C. CONNELL
NOTARY PUBLIC
JOHN R. MURPHY
CLERK-REGISTER OF DEEDS

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

RECORDED RIGHT OF WAY NO. 25533

APPENDIX A

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terms and conditions of Easement Agreement between Doner Detroit Properties, a registered Michigan partnership, and the City of Southfield, of Oakland County, Michigan, for sanitary sewer line over the above-described premises, as set forth in Liber 4959, Page 233, Oakland County Records; and

existing building and use restrictions.