

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

1970 FEB 18 9 31

Name of Project:

Lancaster Hills Apartments

APARTMENTS

Lynn D. Allen
LYNN D. ALLEN
CLERK-REGISTER OF DEEDS

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 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 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 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

RECORDED RIGHT OF WAY NOT 2/16/73

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, by substitution of the blanket easement formerly granted by this instrument.

Lynn D. Allen
LYNN D. ALLEN
CLERK-REGISTER OF DEEDS
1969 FEB 13 PM 55
RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

Handwritten notes and signatures

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 BELI. 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 6th day of February, 19 69.

In the Presence of:

Norman J. Cohen
Norman J. Cohen

Shirley Shopnick
Shirley Shopnick

LANCASTER HILLS APARTMENTS CO.
A Michigan Co-Partnership
2900 West Maple, Troy, Michigan

By: *Max Stollman*
Max Stollman - Partner

By: *Phillip Stollman*
Phillip Stollman - Partner

RECORDED RIGHT OF WAY NO. 26193

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 6th day of February, 1969, before me
a Notary Public in and for said County, personally appeared MAX STOLLMAN
and PHILLIP STOLLMAN, Partners, doing business
as LANCASTER HILLS APARTMENTS CO., a Michigan Co-Partnership, to me known
to be the persons who executed the within instrument and acknowledged the
same to be their free act and deed for the Co-Partnership.

Norman J. Cohen
Notary Public, Oakland County, Michigan

My Commission Expires June 1, 1969

APPENDIX "A"

A parcel of land being part of the southeast 1/4 of Section 8,
and part of the southwest 1/4 of Section 9, Town 1 North, Range 10 East, City
of Southfield, Oakland County, Michigan, described as beginning at a
point on the east line of said Section 8, distant north 53.00 feet from
the southeast corner of said Section 8, thence north 606.55 feet along
said east line; thence north 8°37'19" east 667.37'; thence north 73°01'03"
west 52.23'; thence north 89°54'03" west 50.00' to said east line of
Section 8; thence south 88°53'19" west 679.81'; thence south 0°12'25" east
519.66'; thence north 89°54'22" east 200.00'; thence south 0°12'25"
east 250.00'; thence south 89°54'22" west 30.00'; thence south 0°12'25"
east 500.00' to the north line of Twelve Mile Road; thence north 89°54'22"
east along the north line of Twelve Mile Road 504.92' to the point of
beginning.

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

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

RIGHT OF WAY NO. 56143

APARTMENTS

AGREEMENT

1-10
1/4

THIS AGREEMENT, made this 6th day of February, 1969,
between the undersigned

hereinafter referred to as "DEVELOPER", and 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".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as _____
Lancaster Hills 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.

6
over

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.

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:

LANCASTER HILLS APARTMENTS CO.
A Michigan Co-Partnership
2900 West Maple, Troy, Michigan

Norman J. Cohen
Norman J. Cohen

By: Max Stollman
Max Stollman - Partner

Shirley Stopnick
Shirley Stopnick

By: Phillip Stollman
Phillip Stollman - Partner

THE DETROIT EDISON COMPANY

Hazel L. Brandau
Hazel L. Brandau

By: R. Q. Duke
R. Q. DUKE, DIRECTOR
Properties and Rights of Way Dept.

Irene C. Kata
Irene C. Kata

By: Evelyn Lehman
Evelyn Lehman Assistant Secretary

MICHIGAN BELL TELEPHONE COMPANY

Carol A. Moore
CAROL A. MOORE

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

Barbara D'Agostino
BARBARA D'AGOSTINO

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 6th day of February, 1969, before me a Notary Public in and for said County, personally appeared MAX STOLLMAN and PHILLIP STOLLMAN, Partners, doing business as LANCASTER HILLS APARTMENTS CO., a Michigan Co-Partnership, to me known and who executed the within instrument and acknowledged the same to be their free act and deed for the Co-Partnership.

Norman J. Cohen
Norman J. Cohen
Notary Public, Oakland County, Michigan

My Commission Expires June 1, 1969

RECORDED RIGHT OF WAY NO. 36143

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 12th day of February, 1969, before me the subscriber,
a Notary Public in and for said County, appeared R. Q. Duke and
Evelyn Lehman, to me personally known, who being by me duly sworn
did say they are the Director, Properties & Rights of Way Dept. and an Assistant Secretary
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently
under the laws of Michigan and New York, and that the seal affixed to said instru-
ment 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 Evelyn Lehman 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: June 24, 1972

RECORDED
INDEXED
MICHIGAN
DEPT. OF STATE
NOTARY PUBLICS
WAYNE COUNTY

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 24th day of February, 1969, 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 the 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 cor-
poration, by authority of its Board of Directors, and CARL T. HALL
acknowledged said instrument to be the free act and deed of said corporation.

Frances J. Michaels
Notary Public, Oakland County, Michigan

My Commission Expires: _____

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

RECORDED
RIGHT OF WAY NO. 26197

DESCRIPTIONAPPENDIX "A"

A parcel of land being part of the southeast 1/4 of Section 8 and part of the southwest 1/4 of Section 9 Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as beginning at a point on the east line of said section 8, distant north 53.00' from the southeast corner of said Section 8, thence north 606.55' along said east line; thence north $8^{\circ}37'19''$ east 667.37'; thence north $73^{\circ}01'03''$ west 52.23'; thence north $89^{\circ}54'03''$ west 50.00' to said east line of Section 8; thence south $88^{\circ}53'19''$ west 679.81'; thence south $0^{\circ}12'25''$ east 519.66'; thence north $89^{\circ}54'22''$ east 200.00'; thence south $0^{\circ}12'25''$ east 250.00'; thence south $89^{\circ}54'22''$ west 30.00' thence south $0^{\circ}12'25''$ east 500.00' to the north line of Twelve Mile Road; thence north $89^{\circ}54'22''$ east along the north line of Twelve Mile Road 504.92' to the point of beginning.

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

120 RIGHT OF WAY NO. 24193

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

Lawyers Title Insurance Corporation

January 20, 1969

Re: Order No. P-882730-1

The Detroit Edison
2000 Second Avenue
Detroit, Michigan 48226

Gentlemen:

From an examination only of the records of the Register of Deeds Office, Oakland County, Michigan, covering property described as follows:

A parcel of land being part of the S.E. $\frac{1}{4}$ of Section 8 and part of the S.W. $\frac{1}{4}$ of Section 9, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as beginning at a point on the E. line of said Section 8, distant N. 5300 feet from the S.E. corner of said Section 8; thence N. 606.55 feet along said E. line; thence N. $80^{\circ} 37' 19''$ E. 667.37 feet; thence N. $73^{\circ} 01' 03''$ W. 52.23 feet; thence N. $89^{\circ} 54' 03''$ W. 50.00 feet to said E. line of Section 8; thence S. $88^{\circ} 53' 19''$ W. 679.81 feet; thence S. $0^{\circ} 12' 25''$ E. 519.66 feet; thence N. $89^{\circ} 54' 22''$ E. 200.00 feet; thence S. $0^{\circ} 12' 25''$ E. 250.00 feet; thence S. $89^{\circ} 54' 22''$ W. 30.00 feet; thence S. $0^{\circ} 12' 25''$ E. 500.00 feet to the N. line of Twelve Mile Road; thence N. $89^{\circ} 54' 22''$ E. along the N. line of Twelve Mile Road 504.92 feet to the point of beginning.

It appears that the names of the last deed holders in the regular chain of title are as follows:

Avern Cohn, an undivided 20% interest, Richard Sloan, an undivided 30% interest, Paul Zuckerman, an undivided 20% interest, Robert Sloan, an undivided 5% interest, Arthur Howard, an undivided $12\frac{1}{2}\%$ interest, and Milton M. Howard, an undivided $12\frac{1}{2}\%$ interest, 2290 First National Building, Detroit, Michigan 48226, by Warranty Deed, Consideration \$1. and other valuable considerations, dated January 5, 1968, recorded January 16, 1968, Liber 5144, Page 764.

Warranty Deed, dated April 1, 1968, recorded April 3, 1968, Liber 5176, Page 737, From Arthur Howard, a single man and Milton M. Howard, a single man, to Max Stollman and Phillip Stollman, 2900 W. Maple Road, Troy, Michigan. (undivided 25%.) Consideration \$108,000.00

Warranty Deed, Consideration \$108,000.00 dated August 5, 1968, recorded September 19, 1968, Liber 5253, Page 666, From Max Stollman and Frieda Stollman, his wife and Phillip Stollman, a single man, to Lancaster Hills Apartments Co., A Michigan Co-partnership, 2900 W. Maple Road, Troy, Michigan 48084. (undivided 25%.)

(The following mortgage is undischarged at this date:)

Mortgage, Consideration \$3,050,000.00, dated December 20, 1968, recorded January 3, 1969, Liber 5301, Page 178, From Melron Construction Co., a Michigan corporation, 2900 West Maple Road, Troy, Michigan 48084, to Manufactures National Bank of Detroit, a National Banking Association, 151 West Fort Street, Detroit, Michigan, 48226.

(over)

RECORDED RIGHT OF WAY NO. 316/83

P-882730-2

Under this form of search this company is not an insurer of the above title nor does it guarantee the title or any evidence of title thereto.

Search made to January 17, 1969 at 7 A.M.

Yours Respectfully,

LAWYERS TITLE INSURANCE CORPORATION

BY *David S. [Signature]*
Authorized Official

Lawyers Title Insurance Corporation

RECORDED RIGHT OF WAY NO. 346183

Lawyers Title Insurance Corporation

January 20, 1969

Re: Order No. P-882730 -1

The Detroit Edison
2000 Second Avenue
Detroit, Michigan 48226

Gentlemen:

From an examination only of the records of the Register of Deeds Office, Oakland County, Michigan, covering property described as follows:

A parcel of land being part of the S.E. $\frac{1}{4}$ of Section 8 and part of the S.W. $\frac{1}{4}$ of Section 9, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as beginning at a point on the E. line of said Section 8, distant N. 5300 feet from the S.E. corner of said Section 8; thence N. 606.55 feet along said E. line; thence N. $80^{\circ} 37' 19''$ E. 667.37 feet; thence N. $73^{\circ} 01' 03''$ W. 52.23 feet; thence N. $89^{\circ} 54' 03''$ W. 50.00 feet to said E. line of Section 8; thence S. $88^{\circ} 53' 19''$ W. 679.81 feet; thence S. $0^{\circ} 12' 25''$ E. 519.66 feet; thence N. $89^{\circ} 54' 22''$ E. 200.00 feet; thence S. $0^{\circ} 12' 25''$ E. 250.00 feet; thence S. $89^{\circ} 54' 22''$ W. 30.00 feet; thence S. $0^{\circ} 12' 25''$ E. 500.00 feet to the N. line of Twelve Mile Road; thence N. $89^{\circ} 54' 22''$ E. along the N. line of Twelve Mile Road 504.92 feet to the point of beginning.

It appears that the names of the last deed holders in the regular chain of title are as follows:

Avern Cohn, an undivided 20% interest, Richard Sloan, an undivided 30% interest, Paul Zuckerman, an undivided 20% interest, Robert Sloan, an undivided 5% interest, Arthur Howard, an undivided $12\frac{1}{2}\%$ interest, and Milton M. Howard, an undivided $12\frac{1}{2}\%$ interest, 2290 First National Building, Detroit, Michigan 48226, by Warranty Deed, Consideration \$1. and other valuable considerations, dated January 5, 1968, recorded January 16, 1968, Liber 5144, Page 764.

Warranty Deed, dated April 1, 1968, recorded April 3, 1968, Liber 5176, Page 737, From Arthur Howard, a single man and Milton M. Howard, a single man, to Max Stollman and Phillip Stollman, 2900 W. Maple Road, Troy, Michigan. (undivided 25%.) Consideration \$108,000.00

Warranty Deed, Consideration \$108,000.00 dated August 5, 1968, recorded September 19, 1968, Liber 5253, Page 666, From Max Stollman and Frieda Stollman, his wife and Phillip Stollman, a single man, to Lancaster Hills Apartments Co., A Michigan Co-partnership, 2900 W. Maple Road, Troy, Michigan 48084. (undivided 25%.)

(The following mortgage is undischarged at this date:)

Mortgage, Consideration \$3,050,000.00, dated December 20, 1968, recorded January 3, 1969, Liber 5301, Page 178, From Melron Construction Co., a Michigan corporation, 2900 West Maple Road, Troy, Michigan 48084, to Manufactures National Bank of Detroit, a National Banking Association, 151 West Fort Street, Detroit, Michigan, 48226.

(over)

RECORDED RIGHT OF WAY NO. 310122

TO Art Lawrence 1901 Second Room 186

DATE 2-11-69

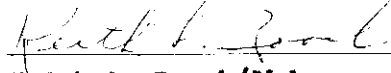
TIME

Re: Underground Service, Lancaster Hills Apts., City of Southfield, Oakland
County

Agreements and easements obtained. OK to proceed with construction.

COPIES TO: V. J. Lucas 724 G.O.

SIGNED



P. Cortes, Marketing, PSC
file

Keith L. Roach/lhd
Staff Attorney, Law Dept.

DATE RETURNED

TIME

SIGNED

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 4, 1970

Lancaster Hills Apartments Company
2900 West Maple
Troy, Michigan

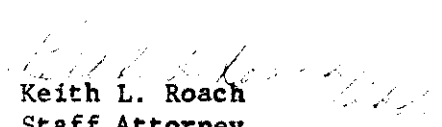
Attention: Mr. Norman J. Cohen

Re: Lancaster Hills Apartments

Gentlemen:

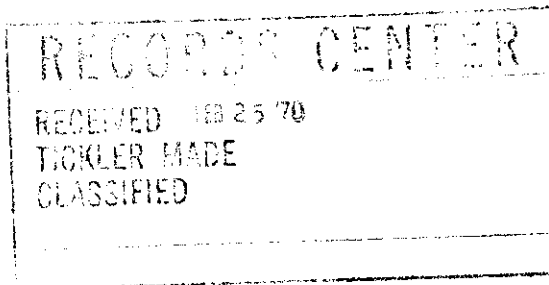
We are enclosing herewith a copy of the "as installed" Drawing Number OU2-4-2295A, Sheets 1 and 2, for the underground electric and communication services for the above named project.

Very truly yours,


Keith L. Roach
Staff Attorney

KLR:lhd

Enclosure



RECEIVED DIRECTOR OF WATER
2/6/70

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48228

February 28, 1969

Lancaster Hills Apartments Co.
2900 West Maple
Troy, Michigan

Re: Lancaster Hills Apartments

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated February 6, 1969 for the underground electric and communication services for the above named project.

Very truly yours,



Keith L. Roach
Staff Attorney

KLR:lhd

Enclosure

RECORDED RIGHT OF WAY NO. 36193

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 5, 1969

Lancaster Hills Apartments Co.
2900 West Maple
Troy, Michigan

Attention: Mr. Norman J. Cohen

Re: Lancaster Hills Apartments

Gentlemen:

Enclosed is the original and three copies of the Agreement for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us.

In addition, we are enclosing the original and two copies of the Easement-Restrictions. Please have the original and one copy executed and return same to us. The third copy is for your records. Note that this is a "blanket" easement. We will record same and then re-record with an "as installed" drawing when our lines are placed in the project. The "as installed" drawing will show six (6') foot easements along the planned centerlines. On re-recording the easement, the following language will be added to the easement instrument: "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, being in substitution of the blanket easement formerly granted by this instrument."

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses and notary.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to:

Keith L. Roach, Staff Attorney
2000 Second Avenue, Room 226
Detroit, Michigan 48226
Phone - Woodward 2-2100, Ext. 2225

Very truly yours,


Keith L. Roach

KLR:lhd
Enclosures

26/192

January 20, 1969

Lancaster Hills Apartment Company
2900 W. Maple Road
Troy, Michigan 48064

Re: Lancaster Hills Apartments
N.S. Twelve Mile Road
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 \$6702.75 based on 4965 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 December 3, 1968. 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 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 the 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,

R. Huey
Robert J. Huey
General Supervisor
Customers Services

ACCEPTED

Max Hillman
Phillip Stallone

Date: January 28, 1969

in 5-6-69
D.

RECORDED

JAN 23 1969

26192

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

January 10, 1969

Lancaster Hills Apartments Company
2900 West Maple
Troy, Michigan 48064

Re: Lancaster Hills Apartments

Gentlemen:

We are enclosing herewith a copy of The Detroit Edison Company Drawing No. OU 2-4-2295A for the underground electric and communication services for the above named project.

Very truly yours,


Keith L. Roach
Staff Attorney

KLR:lhd
Enclosure

NOV 10 1969

INTERDEPARTMENT CORRESPONDENCE

LAW DEPARTMENT

April 27, 1970

MEMORANDUM TO:

Mr. Ivan Gamble
Supervisor of Rights of Way
310 General Offices

Re: Lancaster Hills Apartments
Records Center File No. 26192

Enclosed is Records Center file number 26192 obtained from the Records Center Office this date.

There is a mortgage existing on the premises held by Manufacturers National Bank of Detroit, a National Banking Association, 151 West Fort Street, Detroit, Michigan 48226, dated December 20, 1968, as recorded January 3, 1969 in Liber 5301, Page 178, Oakland County Records.

Request is made for your office to pursue and obtain to have said mortgage subordinated to our recorded easement covering the facilities installed by Edison and Bell.



James J. Daskaloff

JJD:lhd
Enclosure

RECORDED RIGHT OF WAY NO. 26192

file copy

THE DETROIT EDISON COMPANY

LAW DEPARTMENT

February 13, 1960

MEMORANDUM TO:
Mr. Carl Hall
Rights of Way Department
Michigan Bell Telephone Company
23500 Northwestern Highway, Room E-47
Southfield, Michigan

Re: *Lansing Area Sewer Ejecta*

Enclosed is the Agreement for underground service with two attached copies.

Would you please sign for Michigan Bell Telephone Company and return the original and one copy to me.

I will in turn send the fully executed copy to the Developer and arrange for recording of the original. ~~_____~~

Please retain the third copy of the Agreement.

Fritz L. Loach

Law Department
The Detroit Edison Company
Room 226, 2000 Second Avenue
Detroit, Michigan, 48226

PROCESSED BY THE
261921

LANCASTER HILLS APARTMENTS CO.
2900 WEST MAPLE ROAD
TROY, MICHIGAN 48064

PHONE 642-6300
564-5477

February 7th, 1969

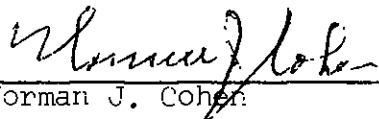
Mr. Keith L. Roach,
Staff Attorney
Detroit Edison Co.
2000 Second Avenue, Room 226
Detroit, Michigan 48226

Dear Mr. Roach:

Enclosed are the Easements and Agree-
ments pertaining to the Lancaster Hills Apartments
in the City of Southfield. These enclosed
instruments are now fully executed, witnessed
and acknowledged by Lancaster.

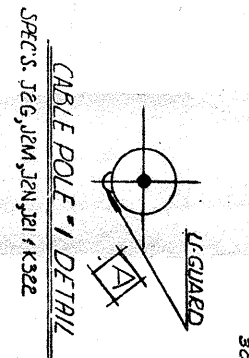
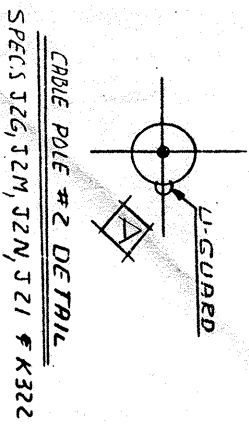
Very truly yours,

LANCASTER HILLS APARTMENTS CO.

By: 
Norman J. Cohen

NJC:ss
Encl.

RECORDED INDEXED COPY FILED NO. 26192



TRANSFORMER DATA

UDT	SIZE	ED. NO.
2149-1	100KVA	661-0503
2149-2	50KVA	661-0907
2149-3	30KVA	661-0907
2254-1	100KVA	661-0503
2254-2	100KVA	661-0503
2268-1	100KVA	661-0503
2268-2	100KVA	661-0503
2277-1	100KVA	661-0503
2277-2	100KVA	661-0503
2277-3	30KVA	661-0906

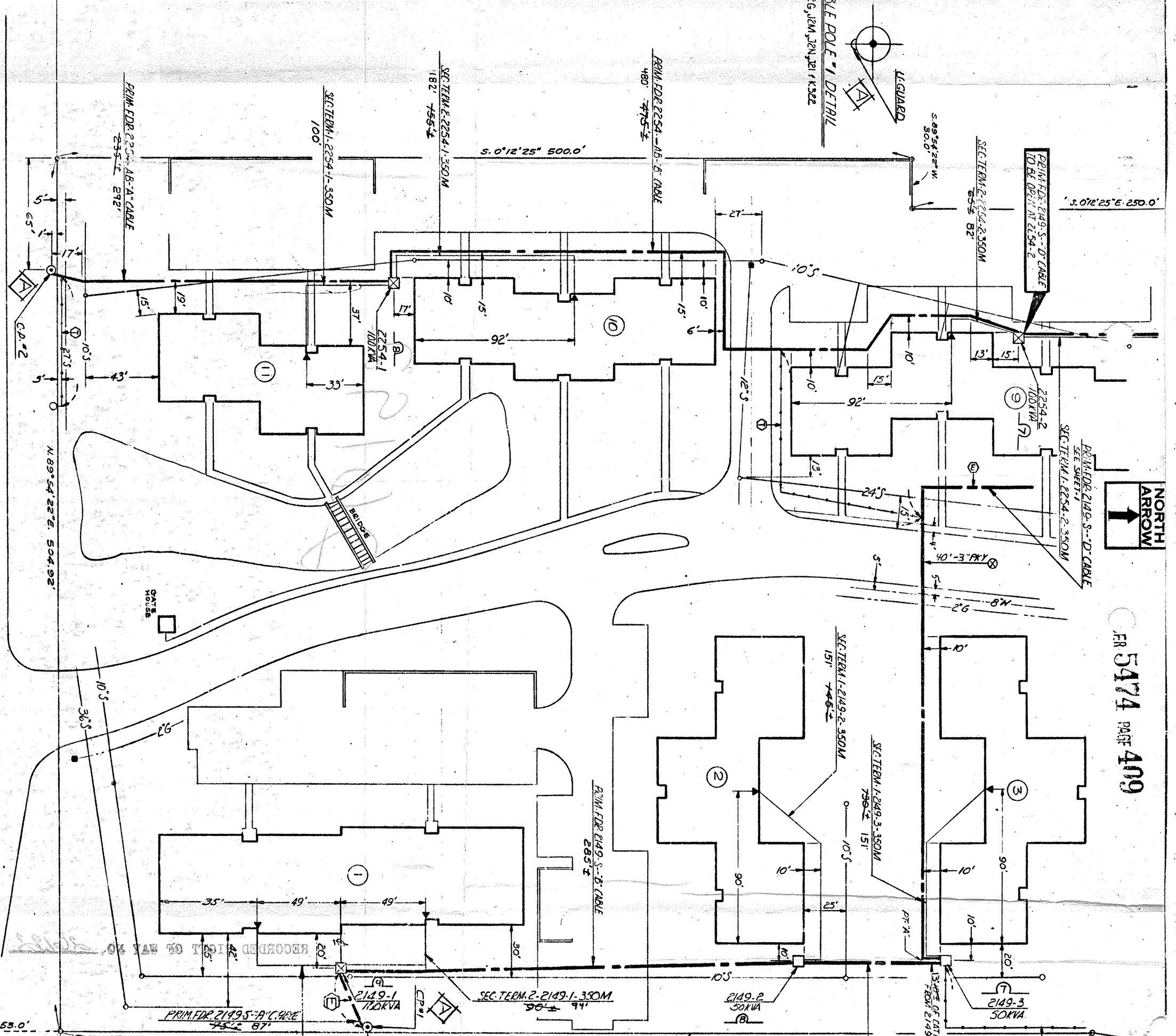
* INDICATES TRANS. W/ SWITCH

TRANSFORMER SPECS.
STAND TRANS. E1, E23 & K322
TRANS. W SWITCH E104, E25 & K322

RECORDED RIGHT OF WAY NO. 20192

TITLE BLOCK
DD 206043
M.D. 3/7/82
FORW. GRAINSTADT
LABOR D.E. CO.
START 4-1-82
FINISH 4-21-82
NOTES—GRAINSTADT
SUPERVISOR—GOERS
RECORDS—FISHER

* EASEMENTS INDICATED BY OUR CENTERLINES ARE SIX (6) FEET IN WIDTH UNLESS OTHERWISE NOTED.



TWELVE MILE RD

LIBER 5474 PAGE 412

SUPERVISORS' PLAT OF ROBERTS ESTATES L.15 P.48

ALL TRENCHING AND APPROVALS TO BE DONE BY D.E. CO.

SEE DRAWING FOR TRENCHING AND APPROVALS TO BE DONE BY D.E. CO.

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SEE DRAWING FOR TRENCHING AND APPROVALS TO BE DONE BY D.E. CO.

REVISION	DATE	BY	APP'D	DESCRIPTION
AS DETAIL IN FIELD SHEET ONE COMPLETED				

NO.	DATE	BY	APP'D	DESCRIPTION
1	12-27-82	G. GORDON		ISSUED FOR CONSTRUCTION
2	12-27-82	R. KIRK		ISSUED FOR CONSTRUCTION
3	12-27-82	J. L. WILSON		ISSUED FOR CONSTRUCTION
4	12-27-82	J. L. WILSON		ISSUED FOR CONSTRUCTION
5	12-27-82	J. L. WILSON		ISSUED FOR CONSTRUCTION
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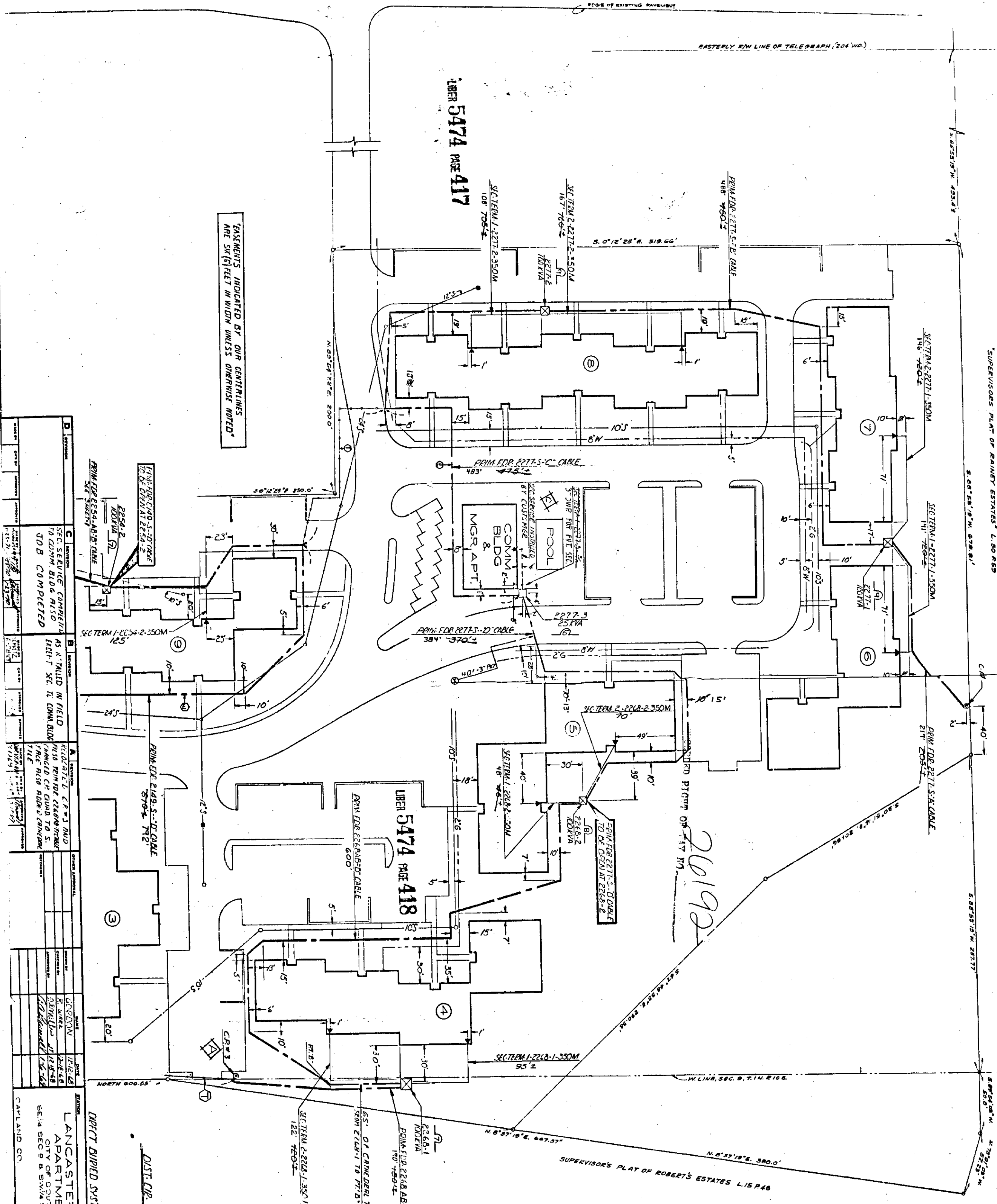
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10	12-27-82	J. L. WILSON		ISSUED FOR CONSTRUCTION

PERMITS RECORD
CITY OF SOUTHFIELD
OAKLAND COUNTY ROAD COMMISSION

PROJECT BURIED SYSTEM M.B.T. JOB NO. 5342
DIRECTOR OF UTILITIES
CITY OF SOUTHFIELD
12-27-82
MICH. 012-4-2295A

SUPERVISOR'S PLAT OF RAINBY ESTATES L. 50 P. 59



MEASUREMENTS INDICATED BY OUR CENTERLINES ARE SIX (6) FEET IN WIDTH UNLESS OTHERWISE NOTED

LIBER 5474 PAGE 417

LIBER 5474 PAGE 418

LIBER 5474 PAGE 419

SECTION	DESCRIPTION	DATE	BY
A	REVISION		
B	REVISION		
C	REVISION		
D	REVISION		
E	REVISION		
F	REVISION		
G	REVISION		
H	REVISION		
I	REVISION		
J	REVISION		
K	REVISION		
L	REVISION		
M	REVISION		
N	REVISION		
O	REVISION		
P	REVISION		
Q	REVISION		
R	REVISION		
S	REVISION		
T	REVISION		
U	REVISION		
V	REVISION		
W	REVISION		
X	REVISION		
Y	REVISION		
Z	REVISION		

DIRTY DIPPED SYSTEM

LANCASTER HILLS APARTMENTS

CITY OF GOV'T FIELD

SEC. 8 & S.W. 1/4 SEC. 9

LANCASTER HILLS

APARTMENTS

CITY OF GOV'T FIELD

SEC. 8 & S.W. 1/4 SEC. 9

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APARTMENTS

CITY OF GOV'T FIELD

SEC. 8 & S.W. 1/4 SEC. 9

LANCASTER HILLS

MBT JOB # 5342

THE DETROIT Edison COMPANY

UNDERGROUND LINES DEPARTMENT

DATE 11-11-68

BY 23-110

SCALE 1" = 30'

PROJECT 012-4-7295 B

SHEET 2 OF 2

CAYLAND CO.

MICH.

DATE 11-11-68

BY 23-110

SCALE 1" = 30'

PROJECT 012-4-7295 B

SHEET 2 OF 2

CAYLAND CO.

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DATE 11-11-68

BY 23-110

SCALE 1" = 30'

PROJECT 012-4-7295 B

SHEET 2 OF 2

CAYLAND CO.

MICH.

FOR GENERAL USE
OF FORM MS 77 12-53

TO Art 1 - France 1901 Second Room 186

DATE 2-11-69 TIME

Re: Underground Service, Lancaster Hills Apts., City of Southfield, Oakland County

Agreements and easements obtained. OK to proceed with construction.

COPIES TO: V. J. Andras 724 G.O.
P. Cortes, Marketing, PSC
REPORT file

SIGNED *Keith L. Roach*
Keith L. Roach/lhd
Staff Attorney, Law Dept.

DATE RETURNED TIME SIGNED

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

January 22, 1969

Lancaster Hills Apartments Co.
2900 West Maple
Troy, Michigan

Re: Lancaster Hills Apartments

Gentlemen:

Enclosed is the original and three copies of the Agreement for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us.

In addition, we are enclosing the original and two copies of the Easement-Restrictions. Please have the original and one copy executed and return same to us. The third copy is for your records. Note that this is a "blanket" easement. We will record same and then re-record with an "as installed" drawing when our lines are placed in the project. The "as installed" drawing will show six (6') foot easements along the planned centerlines. On re-recording the easement, the following language will be added to the easement instrument: "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."

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses and notary.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to:

Keith L. Roach, Staff Attorney
2000 Second Avenue, Room 226
Detroit, Michigan 48226
Phone - Woodward 2-2100, Extension 2225

Very truly yours,


Keith L. Roach

KLR/kw

Enclosures

Note: The wives of the Grantors, if they are married, should also sign in the places indicated.

RECORDED RIGHT OF WAY NO.

26192