

(70-45535)

APARTMENTS

Name of Project:

Chatsford Village Apts. 72 - 5063

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 pole(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 and communication facilities 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.

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 electric and communication utility easements. No excavations for fences shall be allowed within the said utility easements provided for electric and communication lines in the property described herein. Except as set forth, 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.

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. Grantor(s) or all subsequent owners shall install, own, maintain and replace their single phase electric service conductors. Subsequent owners are defined as those owning the land at time their lines are installed or maintained or replaced.

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

*Royal Oak*  
*51*  
*Sub 14, City - 1 -*  
*(Chatsford Village Apts)*

*Lynn D. Allen*  
CLERK - REGISTER OF DEEDS  
1970 AUG 6 AM 9 00  
RECORDED  
OAKLAND COUNTY MICHIGAN  
REGISTER OF DEEDS RECORDS

RECORDED RIGHT OF WAY NO. 27616

7.00  
H.P.

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. Land contract sellers herein shall have no liability to utilities unless the contract is repossessed and damage to utility lines and equipment occurs while they are the sole owners of said land parcel or parcels.

9. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing of The Detroit Edison Company to show the location of the facilities of the utilities stated herein and easements granted herein shall be limited to six (6') feet in width unless otherwise noted on said drawing.

10. 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.

11. 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.

12. 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) (has) have set (its) their hand(s) and seal(s) on this 31<sup>st</sup> day of July, 1970.

In the Presence of:

Marshall Wallace  
MARSHALL WALLACE

William S. Fambrough  
William S. Fambrough

Marshall Wallace  
MARSHALL WALLACE

CLERK OF REGISTER OF DEEDS  
JUL 31 7 10 PM '70

Chatsford Village Apts., a Mich. Partnership  
25850 Southfield Rd., Suite 106, Southfield,  
Michigan 48075

BY: Melvin M. Kaftan  
Melvin M. Kaftan, Partner

BY: Gerald J. Gottlieb  
Gerald J. Gottlieb, Partner

BY: Irwin L. Goldfarb  
Irwin L. Goldfarb, Partner

BY: Charles B. Goldfarb  
Charles B. Goldfarb, Partner

RECORDED  
REGISTER OF DEEDS RECORDS  
OAKLAND COUNTY MICHIGAN

APPENDIX "A"

The S 1/2 of that part of SW 1/4 of Sec. 1, T 1 N, R 11 E, City of Madison Heights, Oakland County, Mich., described as follows: Beginning at a point on the N line of Irving Ave., said point being 910 ft. N and 1003.97 ft. E of the SW corner; thence N 810 ft. to S line of Willshire Ave.; thence E along S line 336.18 ft.; thence S. 0°53'39" W. 810.01 ft. to N. line of Irving Ave.; thence along said N. line 323.23 ft. to the place of beginning

RECORDED RIGHT OF WAY NO. 27616

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Oakland

On this 31 day of July, 1970, before me the subscriber, a Notary Public in and for said County, personally appeared Melvin M. Kaftan, Gerald J. Gottlieb, Erwin L. Goldfarb and Charles B. Goldfarb, Partners, doing business as Chatsford Village Apartments, a Michigan Partnership, to me known, and who executed the within instrument and acknowledged the same to be their free act and deed for the Partnership.

Marshall Wallace  
MARSHALL WALLACE  
Notary Public, OAKLAND County, Michigan  
My Commission Expires 6/4/73

PREPARED BY: William S. Fambrough  
2000 Second Avenue  
Detroit, Michigan 48226

RETURN TO: James C. Wetzel  
2000 Second Avenue - Rm. 226  
Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 37614

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 3rd day of August, 1970 between CHATSFORD VILLAGE APTS., a Michigan partnership, 25820 Southfield Road, Suite 106, Southfield, Michigan 48075 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".

WITNESSETH:

WHEREAS, DEVELOPER is developing apartments to be known as Chatsford Village Apts., 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 provide, 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 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 placed underground may cross but shall not be installed parallel with electric lines within the easements used for electric and communication lines.
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 trenching at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.
6. 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 paying is done before cable or conduit crossings are in place.

1970 SEP 4 AM 8 40  
 DANIEL AND COUNTY MICHIGAN  
 REGISTERED RECORDS  
 CLERK REGISTERED OF DEEDS

RECORDED RIGHT OF WAY NO. 276116

5. 10

8. 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 at 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 subsequent owners and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER or subsequent owners, or by contractors engaged by DEVELOPER or subsequent owners, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or subsequent owners and shall be paid forthwith to EDISON or BELL by DEVELOPER or subsequent owners upon receiving a statement therefor. DEVELOPER or subsequent owners are defined as those developing the land or those owning the land at time damages occur.

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 and 8), their electric and communication facilities in the private easements located in the above described land.

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 the day and year first above written.

In the Presence of:

Suzanne E. Kromath  
SUZANNE E. KROMATH  
William S. Fambrough  
William S. Fambrough

CHATSFORD VILLAGE APTS.  
a Michigan Partnership  
25820 Southfield Road  
Southfield, Michigan 48075

By: Melvin M. Kaftan  
Melvin M. Kaftan, Partner

Margaret M. Stiefel  
Margaret M. Stiefel  
Irene C. Kata  
IRENE C. KATA

THE DETROIT EDISON COMPANY  
AND  
MICHIGAN COMPANY  
By: R. G. Burrell DIRECTOR  
Properties and Rights of Way Dept.  
By: Evelyn Lehman Assistant Secretary

Marsha Pavelka  
MARSHA PAVELKA  
Karen Guenther  
KAREN GUENTHER

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

RECORDED RIGHT OF WAY NO. 27616

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 4th day of August, 1970, 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, Prop. & R/W 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 acknowledges said  
instrument to be the free act and deed of said corporation.

*Irene C. Kater*  
IRENE C. KATER  
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this 11th day of August, 1970, 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.

*Melford Hartman*  
Notary Public, Oakland County, Michigan

My Commission Expires: \_\_\_\_\_

MELFORD HARTMAN  
Notary Public, Wayne County, Mich.  
Acting in Oakland County  
My Commission Expires Oct. 3, 1971

RECORDED RIGHT OF WAY NO. 27616

STATE OF MICHIGAN }  
COUNTY OF Wayne } SS.

On this 3rd day of August, 1970, before me, a Notary Public in and for said County, personally appeared Melvin M. Kefton, to me personally known, who being by me duly sworn did say that he is a partner of CHATSFORD VILLAGE APTS., a Michigan Partnership, to me known and who executed the within instrument and acknowledged the same to be his free act and deed for the Partnership.

Suzanne E. Kromath  
Notary Public, Wayne County, Michigan

SUZANNE E. KROMATH  
Notary Public, Wayne County, Michigan  
My Commission Expires November 20, 1970

My Commission Expires: Nov. 20, 1970

APPENDIX "A"

The S 1/2 of that part of 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 on the north line of Irving Avenue, said point being 910 feet north and 1003.97 feet east of the southwest corner; thence north 810 feet to south line of Willshire Avenue; thence east along south line 336.18 feet; thence south 0°53'39" west 810.01 feet to north line of Irving Avenue; thence along said north line 323.23 feet to the place of beginning in the City of Madison Heights, County of Oakland, State of Michigan.

PREPARED BY: William S. Fambrough  
2000 Second Avenue  
Detroit, Michigan 48226

RETURN TO: James C. Wetzel  
2000 Second Avenue - Rm. 226  
Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 27616

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

**July 30, 1970**

**Huntington Park Homes, Inc.**  
**25820 Southfield Road**  
**Southfield, Michigan 48075** Re: **Chatsford Village 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.

Your attention is called to Paragraph No. 8 of this Agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

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:

William S. Fambrough, Staff Attorney, Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2571).

Very truly yours,

**William S. Fambrough**  
Staff Attorney

:sa  
Enclosures

RECORDED RIGHT OF WAY NO. 27616



**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

January 12, 1972

Chatsford Village Apartments  
25820 Southfield Road, Suite 106  
Southfield, Michigan 48075

Re: Chatsford Village Apartments

Gentlemen:

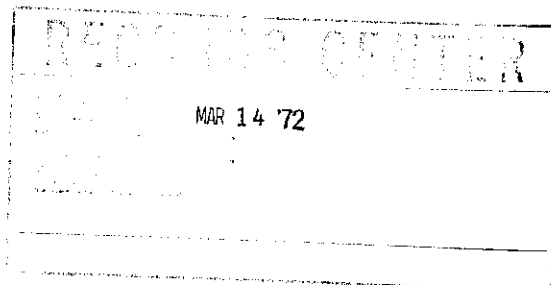
We are enclosing herewith a copy of the "as installed" drawing number OU2-3-2888 for the underground electric and communication services for the above named project.

Very truly yours,

James J. Daskaloff  
Staff Attorney

:lhd

Enclosure



RECORDED RIGHT OF WAY NO. 27616

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

**September 1, 1970**

**Chatsford Village Apts.  
25820 Southfield Road, Suite 106  
Southfield, Michigan 48075**

**Re: Chatsford Village Apts.**

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated August 3, 1970 for the underground electric and communication services for the above named project.

Very truly yours,

*w.s.f.*  
**William S. Fembrough**  
Staff Attorney

:ca

Enclosure

RECORDED RIGHT OF WAY NO. 27616

**NOTES**

ALL TRENCHING AND BACKFILLING BY D.E.CO.  
 SEE DRAWING UI-1-2369 FOR TRANSFORMER MAT DETAIL.  
 ALL TRENCH AND CABLE LENGTHS ARE APPROXIMATE.  
 SEE DRAWING C.S.D. 675-1 DETAIL "C" FOR ENTRANCE DETAIL.  
 ALL SEWER & WATER LOCATIONS UNKNOWN.  
 M.B.T. ENGINEER: E. BAYLEY 1210 N. CAMPBELL  
 ROYAL OAK MICH. 542-9858  
 FOR GAS INFORMATION CONTACT CONSUMERS  
 POWER CO. 549-5000 PRIOR TO  
 CONSTRUCTION.

**TRANSFORMER DATA**

U.D.T.	SIZE	ED. NO.
3726-1	100KV	661-0503
3718-1	167KV	661-0504

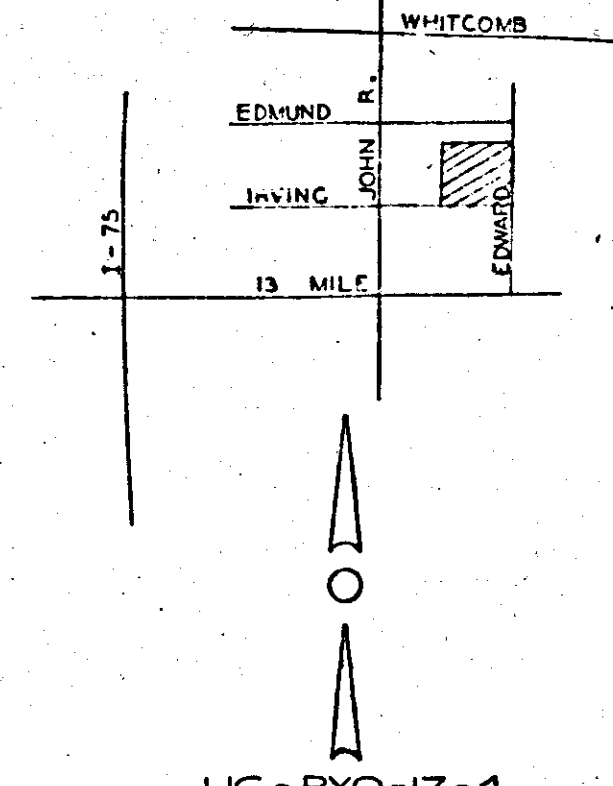
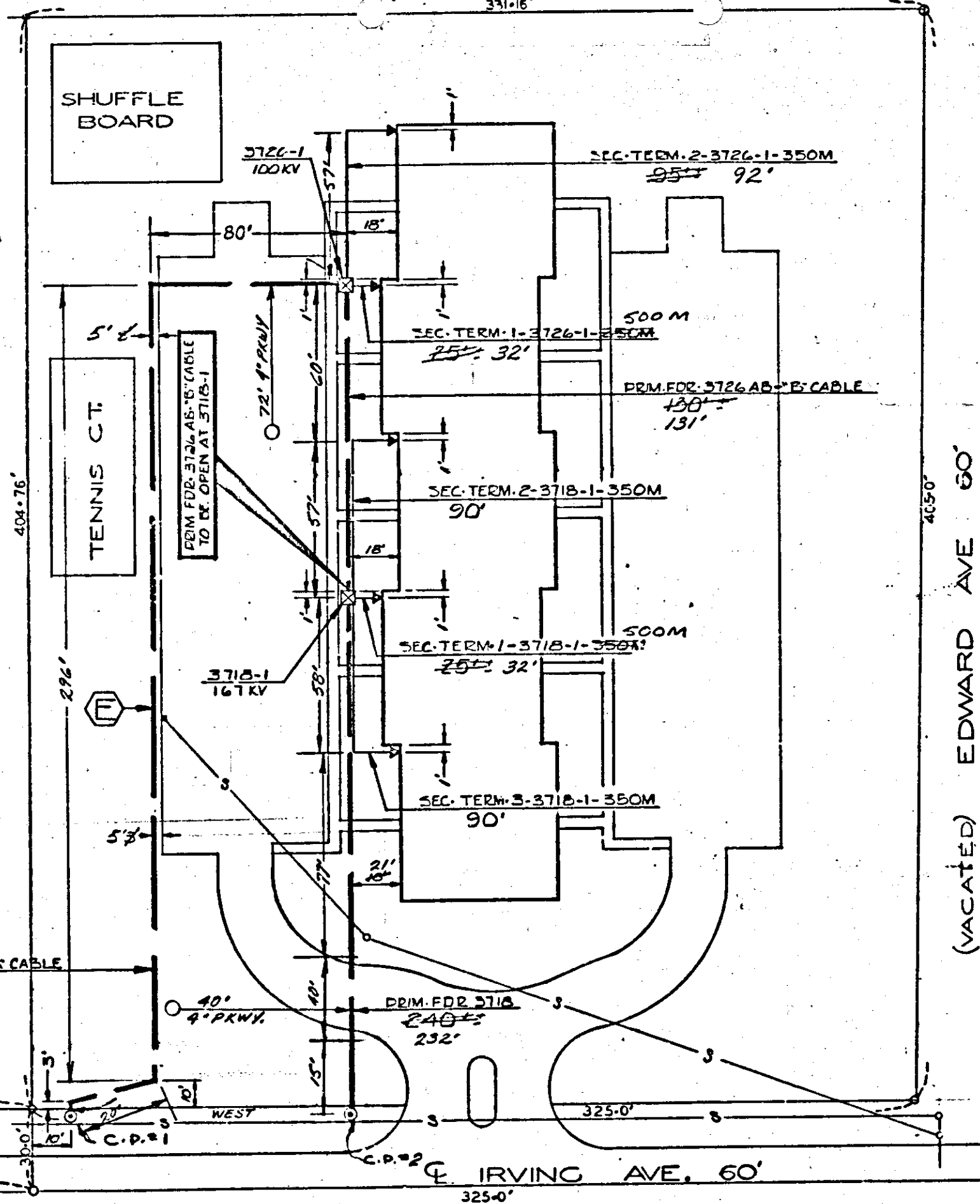
ALL ARE SWITCHING TRANS-  
 FORMER SPEC'S  
 R182 R25 & K321

**CONSTRUCTION SUPERVISORS**

D.E.CO. C. GOELDS RM 136 1901 2ND DETROIT  
 PHONE 962-2100 EXT. 3071  
 M.B.T. CO. C. COX 24255 TELEGRAPH RD. SOUTHFIELD  
 PHONE 356-9966

**TITLE BLOCK**

W.O. 367B 504  
 D.O. 212369  
 START 10-15-70  
 FINISH 10-19-70  
 LABOR D.E.CO.  
 FOREMAN MAITRE  
 NOTES MAITRE  
 SUPERVISOR GOELDS  
 RECORDS ERWIN



**CODE**

- PA MOUNT TRANSFORMER
- PA MOUNT TRANSFORMER WITH SWITCHING
- SE ONDARY PEDESTAL
- PR VARY SWITCH CABINET
- CABLE POLE
- SE ONDARY TERMINAL
- DI RECTION TRANSFORMER DOOR OPENING
- O 'L LIGHT FIXTURE
- B RIED PRIMARY CABLE - ALL VOLTAGES
- B RIED SECONDARY MAIN OR O.P.L. CABLE
- E TROIT EDISON TRENCH ONLY
- P B.T. CO. TRENCH ONLY
- P OPOSED CONDUIT
- SEWER
- WATER
- SAR
- BURIED CUSTOMER CABLE.

**TRENCH SUMMARY**

JOINT	420'
D.E. ONLY	405'
M.B.T. ONLY	0
<b>TOTAL</b>	<b>865'</b>

**CABLE SUMMARY**

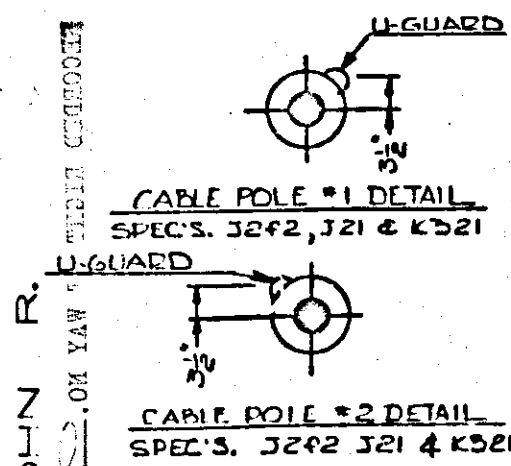
**PRIMARY**  
 ITEM NO. #2APEC4 13.2KV (713-3029) 810'  
**SECONDARY**  
 ITEM NO. AP2-350 & 1-1/2 600V (713-0337) 325'

**DIST. CIR. B122 LOMRD**  
 13.2 KV INITIALLY & ULTIMATELY

**PERMITS REQ'D**  
 CITY OF MADISON HEIGHTS.

W.O. # 367B504

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



S.W. COR. SEC. 1

DIRECT BURIED SYSTEM

M.B.T. JOB # 7614

LATEST REVISION A

D	C	B	A	OTHER APPROVAL	NAME	DATE	STATION	THE DETROIT EDISON COMPANY UNDERGROUND LINES DEPARTMENT	
			REVISED TO SHOW 'AS INSTALLED' IN FIELD. JOB COMPLETE.		W. GORDON	8-11-70	CHATFORD VILLAGE APTS.	SCALE	LAYOUT JOB NO. 70-974
					P. COATES	8-13-70	PART OF THE S.W. 1/4 SEC. 1	PLAN	1" = 30'
					R. ROY	9-2-70	CITY OF MADISON HEIGHTS	PROFILE	ORDER FOR WORK
							OAKLAND CO. MICH.	DRAWING NUMBER	002-3-2888
								SHEET	1 OF 1 SHEETS

R. V. HOLLAND

RECORDED RIGHT OF WAY NO.

~~27616~~

1/11/14

D 1/1