

AGREEMENT

1-28  
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THIS AGREEMENT, made this 10<sup>TH</sup> day of JUNE, 19 66, between WILLIAM M. STRAITH and HOPE STRAITH, his wife, of 1815 E. TARGUAMENON CT., BLOOMFIELD HILLS, MICH. of 27400 Red Leaf Lane, Southfield, Michigan,

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",

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing land to be known as "Straith Office and Warehouse" 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 to install its underground three phase electric service including necessary cable poles and above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made between DEVELOPER and EDISON, it is hereby agreed as follows:

I.

DEVELOPER AGREES:

1. To record prior to utility installations a separate instrument granting electric private easements for utilities and restrictions acceptable to EDISON for its 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 utility can be properly installed in relation to finished grade. The grade established for the land at the time the utility place its 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 utility to properly locate its underground facilities and above ground equipment.

1966 AUG 31 AM 11 03  
REGISTER OF DEEDS RECORDS  
CLERK REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. 23847



Name of Project:  
"Straith Building & Warehouse"

~~APARTMENTS~~

1-10  
29

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and conveys to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", ~~and THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON",~~ its ~~and its 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 (6') feet feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. OU2-3-1720, Revision C, 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 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 BELT~~ situated in or on premises of the Grantor(s) shall at all times remain in EDISON ~~or BELT~~ and shall be deemed to be personal property and shall not be deemed a part of the realty.
2. EDISON ~~and BELT~~ <sup>its</sup> 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 (except line fences), no changes of finished grade shall be allowed within the utility easements hereinabove described. Except as provided herein,

RECORDED RIGHT OF WAY NO. 238477

*See attached Strip*  
*Dec. 29*  
*Noted, filed, etc. of [unclear] and [unclear] 2018*

RETURN TO  
A. L. KASAMEYER  
The Detroit Edison Company  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

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 ~~XXXXXXXXXX~~ utility; provided, however, that Grantor(s) shall not plant trees or large shrubs within the said utility easements. EDISON ~~XXXXXXXXXX~~ 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 ~~XXXXXXXXXX~~ 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.

~~XXXXXXXXXX Grantor(s) and all subsequent owners shall own, use, occupy, possess, control, manage, maintain, improve, alter, repair, reconstruct, demolish, remove, and replace the existing phase structure and service connection pedestals.~~

~~XXXXXXXXXX The installation of said utility service connection pedestals shall be the responsibility of the Grantor(s) and shall be completed within the time specified in 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 ~~XXXXXXXXXX~~ 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 ~~XXXXXXXXXX~~ 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 10<sup>TH</sup> day of JUNE, 1966.

*John A. Murphy*  
JOHN A. MURPHY  
CLEMENS REGISTER OF DEEDS

1966 OCT 11 PM 2 11

RECORDED  
DANIEL J. MICHIGAN  
REGISTER OF DEEDS & RECORDS

RECORDED RIGHT OF WAY NO. 23847

RETURN TO  
A. L. KASAMEYER  
The Detroit Edison Company  
2003 SECOND AVENUE  
DETROIT, MICHIGAN 48226

In the Presence of:

H. W. Schroeve  
H. W. Schroeve  
Doris M. Thurston  
DORIS M. THURSTON

William M. Straith  
William M. Straith  
Hope Straith  
Hope Straith  
27400 Red Leaf Lane  
Southfield, Michigan

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

On this 10th day of JUNE, 1966, before me the subscriber, a Notary Public in and for said County, appeared WILLIAM M. STRAITH and HOPE STRAITH, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission Expires: \_\_\_\_\_ Notary Public, \_\_\_\_\_ County, Michigan  
H. W. SCHROEVE  
Notary Public, Wayne County, Mich.  
in Oakland County, Mich.  
My Commission Expires Feb. 15, 1970

Straith Bldg. & Warehouse

DESCRIPTION

APPENDIX "A"

That part of the East 1/2 of the East 1/2 of the Northeast 1/4 of Section 29, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as follows: Beginning at a point distant North 2°26'10" East 1315.00 feet and North 87°43'25" West, 640.79 feet and North 1°51'31" East 1420.06 feet from the Southeast Corner of said Section; thence North 1°51'31" East 110.54 feet; thence South 87°49'10" East, 533.80 feet to the Westerly line of Telegraph Road; thence Southerly along said Westerly line 110.82 feet; thence North 87°49'10" West, 541.02 feet to the point of beginning, except the Westerly 165.00 feet thereof.

PERPETUAL EASEMENT FOR INGRESS AND EGRESS:

Described as the Northerly 10.0 feet of the above described parcels.

STORM DRAIN EASEMENT:

Also an easement over the Northerly 10.0 feet of the Easterly 400 feet of the above described parcel for the sole purpose of egress and ingress on said property for the necessary maintenance, repair, and the like of the storm water drain system constructed thereon at the present time for as long as the storm water drain system shall exist.

RECORDED RIGHT OF WAY NO. 23847

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

RETURN TO  
A. L. KASAMEYER  
The Detroit Edison Company  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

# Lawyers Title Insurance Corporation



Title and Encumbrance Search

Order No. P-847247

Pontiac, Michigan May 4, 1966

Gentlemen:

From an examination only of the records of the Register of Deeds Office, Oakland County, Michigan, covering property described as follows, to-wit: That part of the E.  $\frac{1}{2}$  of the E.  $\frac{1}{2}$  of the N.E.  $\frac{1}{4}$  of Section 29, Town 1 North, Range 10 East, City of Southfield Oakland County, Michigan described as follows: Beginning at a point distant N. 2 degrees 26' 10" E. 1315.00 feet and N. 87 degrees 43' 25" W. 640.79 feet and N. 1 degree 51' 31" E. 1420.06 feet from the S.E. corner of said Section; thence N. 1 degree 51' 31" E. 110.54 feet; thence S. 87 degrees 49' 10" E. 533.80 feet to the W'ly line of Telegraph Road; thence S'ly along said W'ly line 110.82 feet; thence N. 87 degrees 49' 10" W. 541.02 feet to the point of beginning, except the W'ly 165.00 feet thereof. Perpetual Easement for Ingress and Egress: Described as the N'ly 10.0 feet of the above described parcels.

It appears that the Grantor and Grantee on the last recorded deed are as follows:

Quit Claim Deed dated June 14, 1962, recorded June 18, 1962, Liber 4313, Page 347, from Virginia M. Lockwood, a married woman to William M. Straith and Hope Straith, his wife, 27400 Red Leaf Lane, Southfield, Michigan.

An examination of the United States Internal Revenue Liens filed or Recorded in the office of the Register of Deeds of Oakland County, Michigan, against William M. Straith and Hope Straith, his wife

and find no United States Internal Revenue Liens .

This search also includes any of the Federal Tax Liens filed in the Office of the Southern Division of the Eastern District of the United States District Court, at Detroit, Michigan, pursuant to the provisions of section 6323 of the internal revenue code of 1954, being section 68a of United States Statutes at large, page 779, between August 13, 1954, the effective date of said internal revenue code amendment, and August 11, 1956, the effective date of the Michigan Uniform Federal Tax Lien Registration Act, being Act 107, Public Acts of 1956, inclusive, insofar as any of such liens appear to affect the interest of any of the parties as named in any of the instruments shown under the provisions of this certificate.

NOTE: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this Company's liability is limited to the amount paid for this information.

Search made to May 2, 1966 at 7 A.M.

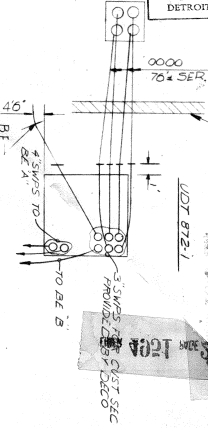
Yours respectfully,

Abstract and Title Guaranty Division of Lawyers Title Insurance Corporation

By Mauch  
Authorized Official

RECORDED RIGHT OF WAY NO. 23847

RETURN TO  
A. L. KASMEYER  
The Detroit Edison Company  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226



CABLE POLE DETAIL

NORTH ARROW  
FOR 4951 REG 247

DETROIT TELEGRAPH 4818  
The Detroit Edison Company  
A. L. KASMEYER  
DETROIT, MICHIGAN 48226

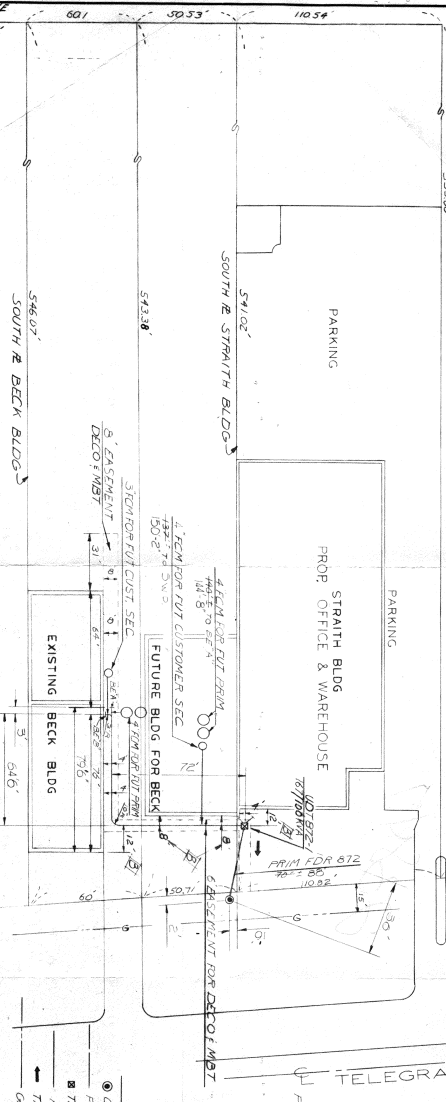
FOR 4951 REG 248

TRANSFORMER DATA

LOT NO	SIZE	DE NO	PRIM SEC
LOT 872-1	10/000VA	161-0518	1000

INDICATES TRANS W/ SWITCHING  
SPEC N15/R25 R-321/R-31/COMW 1

CABLE SUMMARY  
FRM 2/C3-3-POLY-32/4V 703-3026 70 2



TELEGRAPH  
FRM 2/C3-3-POLY-32/4V 703-3026 70 2

GENERAL NOTES  
ALL TRENCHING & BACKFILLING  
TO BE DONE BY DECO  
SEE DRAWING VUE-329 FOR  
TRANSFORMER PAD DESIGN  
ALL CABLE LENGTHS & DIST  
TO BE 45 MIN VACUUM SERVICE  
SWES TO BE 3" MIN WY  
DECO TO FURNISH & INSTALL CONDUITS  
FOR FUT PRIM & CUSTOMER SER CABLES

NO. 3671729  
D.O. 194781  
FOREMAN: C. GOERS  
D.E. CO. LABOR  
START: 7-23-56  
FINISH: 7-25-56  
NOTES: C. GOERS  
RECORDS: H. MALEK

DIST CIR 1608 SARGENT  
INITIAL 48V - ULTIMATE 132 KV

REPAIRS REQUIRED  
CITY OF SOUTHFIELD - NOTIFICATION ONLY

REVISION	DATE	BY	CHKD	DESCRIPTION
1	8-17-56	W. M. W.	J. H. W.	CHANGED EASEMENT TO 12' W/S 9' AT 10' 2'-1 AND 12' W/S 8' AT 10' 4' NAME TO BLDG.
2	8-17-56	W. M. W.	J. H. W.	ADDED COMMENTS NAME TO BLDG.

DATE	CITY	BY	CHKD	DESCRIPTION
8-17-56	SOUTHFIELD	W. M. W.	J. H. W.	INSTALL IN FIELD

THE DETROIT EDISON COMPANY  
INDEPENDENT LINES DEPARTMENT  
DATE: 8-30  
TIME: 603-346  
SHEET NO: 329 OF 479  
CITY OF SOUTHFIELD: 042-3-1720  
STPD 75-4

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:

[Signature]  
H. W. Schoewe

[Signature]  
DORIS M. THURSTON

[Signature]  
William M. Straith

[Signature]  
Hope Straith

[Signature]  
Stephen A. McNamee

[Signature]  
IRENE C. KATA

THE DETROIT EDISON COMPANY  
By: [Signature]  
M. PEASE  
VICE PRESIDENT  
By: [Signature]  
LILLIAN J. H. CARROLL  
ASST. SECRETARY  
~~MICHIGAN BELL TELEPHONE COMPANY~~

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

On this 10th day of June, 1966, before me the subscriber, a Notary Public in and for said County, appeared WILLIAM M. STRAITH and HOPE STRAITH, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

[Signature]  
My Commission Expires: \_\_\_\_\_ Notary Public, \_\_\_\_\_ County, Michigan

W. W. SCHOEWE  
Notary Public, Michigan  
Notary Public, Michigan  
Commission Expires Feb. 15, 1970

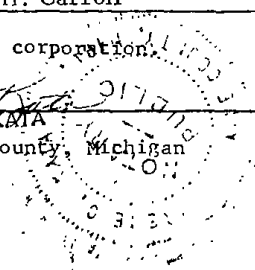
RECORDED RIGHT OF WAY NO. 23847



STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 15th day of June, 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 ~~not~~ 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.

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. 25877

"Straith Bldg. & Warehouse"

DESCRIPTION

"APPENDIX A"

That part of the East 1/2 of the East 1/2 of the Northeast 1/4 of Section 29, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as follows: Beginning at a point distant North 2°26'10" East, 1315.00 feet and North 87° 43'25" West, 640.79 feet and North 1°51'31" East 1420.06 feet from the Southeast Corner of Said Section; thence North 1°51'31" East, 110.54 feet; thence South 87°49'10" East, 533.80 feet to the Westerly line of Telegraph Road; thence Southerly along said Westerly line 110.82 feet; thence North 87°49'10" West, 541.02 feet to the point of beginning, except the Westerly 165.00 feet thereof.

**PERPETUAL EASEMENT FOR INGRESS AND EGRESS:**

Described as the Northerly 10.0 feet of the above described parcels.

**STORM DRAIN EASEMENT:**

Also an easement over the Northerly 10.0 feet of the Easterly 400 feet of the above described parcel for the sole purpose of egress and ingress on said property for the necessary maintenance, repair, and the like of the storm water drain system constructed thereon at the present time for as long as the storm water drain system shall exist.

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

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

MEMORANDUM ORDER  
FOR GENERAL USE  
FORM MS 77 12-53

TO \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 3324

COPIES TO  
REPORT  
W. Glass - 1071 Street - No. 104  
W. Glass - 1971 Street - No. 100  
M. E. Harvey - 714 St. St.  
M. H. Palmer - 720 St. St.  
M. Lee - 6000 - Peoples Service Center  
SLS

SIGNED \_\_\_\_\_  
STEPHEN A. M. N...

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

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

October 19, 1966

Mr. William M. Straith  
1815 East Tahquamenon Ct.  
Bloomfield Hills, Michigan

Dear Mr. Straith:

Re: Straith Office & Warehouse

Enclosed is a fully executed copy of the "As Installed" drawing for the underground electric service to the above project.

An Easement copy is also enclosed. The original was recorded in Liber 4951, Pages 243-246, Oakland County Records.

Very truly yours,

  
Stephen A. McNamee  
Staff Attorney

SAMcN:vpf

Enclosure

<b>RECORDS CENTER</b>
RECEIVED OCT 20 1966
TICKETS MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 23247

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

August 26, 1966

Mr. William M. Straith  
1815 E. Tahquamenon Ct.  
Bloomfield Hills, Michigan

Re: "Straith Office and Warehouse"

Dear Sir:

We are enclosing a fully executed copy of the Agreement between you and The Detroit Edison Company dated June 10, 1966, for the underground electric installations.

Yours truly,

  
Stephen A. McNamee  
Staff Attorney

SAMcN:lmh

enclosure

RECORDED  
RIPPER OF W.A. HO  
23847

June 8, 1966

William M. Straith  
24175 Telegraph  
Southfield, Michigan 48075

Re: Straith Building  
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 \$35.00 based on 70 trench feet at the rate of .50 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 25, 1966. Any changes in these locations may require an adjustment in the cost figures.

Normally, trenching operations will not be undertaken during December, January, February, or March unless ground conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

RECORDED RIGHT OF WAY NO. 23847

William M. Straith

-2-

June 8, 1966

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.

Very truly yours,

Floyd W. Sell  
Asst. Division Manager

ACCEPTED

*William M. Straith*

Date: June 10, 1966

RECORDED RIGHT OF WAY NO. 23847