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EASEMENT - RESTRICTIONS - COVENANTS

IN CONSIDERATION, of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the right is hereby granted and conveyed to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, their licensees, lessees, successors and assigns, to construct line facilities for the purpose of providing underground electric and communication services, including the necessary underground lines, cables and equipment, and above ground cable pole(s), transformer(s), and switching equipment

in, under, over, upon and across easement(s) six (6') feet wide, the centerline(s) of which (is)(are) identified on The Detroit Edison Company Drawing(s) No. OUD-4-1533 Rev C which (is)(are) attached hereto and made a part hereof. Said easement(s) (is)(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.

1. ~~It is understood and agreed that the title to all primary cables, switching equipment, transformers, meters, meter enclosures and secondary cables of EDISON situated in or on premises of the undersigned 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. It is understood and agreed that the title to all primary cables, switching equipment, transformers, meters, meter enclosures and ~~primary~~ secondary cables of EDISON situated in or on premises of the undersigned 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.

The grantees, 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 their lines, switching equipment, cables, telephone terminals, transformer(s), meters and other equipment.

*Southfield Twp.
Sec 25*

SE 14, SW 14 1/2

Whitehall Apts

9.00

RECORDED
MAY 11 1962

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

RECORDED
MAY 11 1962

RESTRICTIONS

No excavations (except for public utility purposes), no structures, apparatus of any kind (except line fences), or changes of finished grade shall be allowed within the utility easement(s) hereinabove described. Except as provided herein, the owner shall have the right to make any other use of the land subject to such easement(s) which is not inconsistent with the right of the utilities; provided, however, that the owner shall not plant trees or large shrubs within the said utility easement(s). The public utilities shall have the right to trim or remove any trees, bushes, roots or plants of any kind which, in the sole opinion of the utilities, interferes with the facilities thereto, or is necessary for the installation, re-installation, repair, operation, modification, or removal of their facilities in the utility easement(s) hereinabove described. The trimming or removal of such trees, bushes, roots or plants of any kind, by a public utility for the purposes set forth above shall be without liability to the utility.

No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front door of transformer enclosure(s) or switching cabinet(s), nor shall

~~any shrubs or foliage be permitted within the utility easement(s) hereinabove described.~~
~~The utility shall have the right to trim or remove any shrubs or foliage within the utility easement(s) hereinabove described.~~
~~any shrubs or foliage be permitted within the utility easement(s) hereinabove described.~~

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~~any shrubs or foliage be permitted within the utility easement(s) hereinabove described.~~

No property owner shall make any change in grade in or near the easement(s) when the change, in the opinion of the utility, interferes with the facilities already installed or which may be installed in the future.

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.

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.

RECORDED RIGHT OF WAY NO. 23962

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

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 14th day of March, 1966, before me the subscriber, a Notary Public in and for said County, appeared M. Pease and R. J. Flourde, to me personally known, who being by me duly sworn did say they are ~~the~~ a Vice President and the 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 R. J. Flourde acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kato
IRENE C. KATO
Notary Public, Wayne County, Michigan

My Commission expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 3rd day of March, 1966, before me, a Notary Public in and for said County, personally appeared JOSEPH DRESNER, MILTON DRESNER, IRVING SELIGMAN, EDWARD ROSENBERG and MORTON SCHOLNICK, Partners doing business as NINE MILE COMPANY, 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.

Judith A. Erlich
Judith A. Erlich
Notary Public, Wayne County, Michigan

My Commission expires: 4/2/66

"APPENDIX A"

PARCEL "A"
A parcel of land in the Southeast 1/4 of Section 25, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as beginning at a point 700.00 feet North 0°18' West from the South 1/4 corner of said Section 25, thence North 0°18' West 637.50 feet; thence North 89°50'42" East 1298.04 feet; thence South 0°26' East 631.19 feet; thence South 89°34' West 205.00 feet thence South 44°34' West 34.85 feet; thence along a curve concave to the South 200.86 feet, radius 165.62 feet with a delta of 69°30' thence North 65°56' West 50.00 feet, thence along a curve concave to the North 141.08 feet radius 318.00 feet with a delta of

23962

24°30', thence South 89°34' West 663.25 feet to the point of beginning, with the exception of Exception "A" described below, and reserving the East 30 feet from the North property line to the Northerly line of Exception "A", for public easement.

EXCEPTION "A"

A parcel of land in the Southeast 1/4 of Section 25, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as beginning at a point 60.00 feet North 0°18' West, 1096.00 feet North 89°34' East and 640.00 feet North 0°26' West from the South 1/4 corner of said Section 25, thence North 44°34' East 168.00 feet, thence North 0°26' West 455.19 feet, thence North 44°34' East 84.85 feet, thence South 0°26' East 631.19 feet, thence South 89°34' West 205.00 feet to the point of beginning.

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

Invalidation 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 parties hereto have set their hands and seals on this 3rd day of March, 1966.

In the Presence of:

NINE MILE COMPANY,
a Michigan co-partnership
15877 Schaefer
Detroit, Michigan

Phyllis Haynes
PHYLLIS HAYNES
Judith A. Erlich
JUDITH A. ERLICH

By: Joseph Dresner
Joseph Dresner, Partner
By: Milton Dresner
Milton Dresner, Partner
By: Irving Seligman
Irving Seligman, Partner
By: Edward Rosenberg
Edward Rosenberg, Partner
By: Morton Scholnick
Morton Scholnick, Partner

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 3rd day of March, 1966, before me, a Notary Public in and for said County, personally appeared JOSEPH DRESNER, MILTON DRESNER, IRVING SELIGMAN, EDWARD ROSENBERG and MORTON SCHOLNICK, Partners doing business as NINE MILE COMPANY, 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.

My Commission expires: 4/9/66
Judith A. Erlich
JUDITH A. ERLICH
Notary Public, Wayne County, Michigan

"APPENDIX A"

PARCEL "A"

A parcel of land in the Southeast 1/4 of Section 25, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as beginning at a point 700.00 feet North 0°18' West from the South 1/4 corner of said Section 25, thence North-0°18' West 637.50 feet; thence North 89°50'42" East 1298.04 feet; thence South 0°26' East 631.19 feet; thence South 89°34' West 205.00 feet thence South 44°34' West 34.85 feet; thence along a curve concave to the South 200.86 feet radius 165.62 feet with a delta of 69°30'. thence North 65°56' West 50.00 feet; thence along a curve concave to the North 141.08 feet radius 318.00 feet with a delta of 24°30' thence South 89°34' West 663.25 feet to the point of beginning with the exception of Exception "A", described below, and reserving the East 30 feet from the North property line to the Northerly line of Exception "A", for public easement.

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

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23962

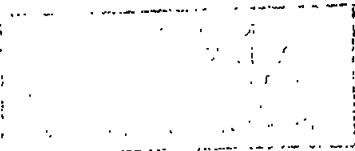
EXCEPTION "A"

A parcel of land in the Southeast 1/4 of Section 25, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as beginning at a point 60.00 feet North 0°18' West, 1096.00 feet North 89°34' East and 640.00 feet North 0°26' West from the South 1/4 corner of said Section 25, thence North 44°34' East 168.00 feet, thence North 0°26' West 455.19 feet, thence North 44°34' East 84.85 feet, thence South 0°26' East 631.19 feet, thence South 89°34' West 205.00 feet to the point of beginning.



PREPARED BY: Eugene W. Bronski
2000 Second Avenue
Detroit 26, Michigan

RECORDED RIGHT OF WAY NO. 23962
REGISTER OF DEEDS - MICHIGAN
1956 NOV 15 PM 2 34
J. B. Murphy
CLERK - REGISTER OF DEEDS



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

March 3, 1966

Mr. Milton H. Dresner
15877 Schaefer
Detroit, Michigan 48227

Re: Garden Development
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 \$6133.00 based on 5422 trench feet at the rate of \$1.50 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on October 27, 1965. Any changes in these locations may require an adjustment in the cost of 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 INDEX OF WAY NO. 23962

Mr. Milton H. Dressner

-2-

March 3, 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

Floyd W. Sell
Asst. Division Manager

ACCEPTED

Milton H. Dressner

Date: 3-4-66

23962

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

March 16, 1966

Nine Mile Company
15877 Schaefer
Detroit, Michigan

Re: Whitehall Apartments

Gentlemen:

Enclosed is a fully executed copy of the Underground Electric Service Agreement for the above project.

This copy may be retained for your records.

Very truly yours,

EWB

Eugene W. Bronski
Staff Attorney

EWB:amh

Enclosure

RECORDS CENTER
RECEIVED DEC 27 1966
TRIGGER MADE
CLASSIFIED

23962

66 19678

H.R. & APARTMENTS

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AGREEMENT

THIS AGREEMENT, made this 3rd day of March, 1966, by and between NINE MILE COMPANY, a Michigan co-partnership of 15877 Schaefer Road, Detroit, Michigan hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON".

WHEREAS, DEVELOPER is developing land for apartments to be known as Whitehall Apartments in the City of Southfield, County of Oakland, State of Michigan; said land being described in "Appendix A", which is attached hereto and made a part hereof.

AND, WHEREAS, DEVELOPER has submitted the plan of said apartments to EDISON and desires that EDISON install its electric distribution lines for electric underground single phase, 120/240 volt, three wire, 60 cycle service in the easement(s) provided in said land.

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

Responsibility of DEVELOPER

1. Record prior to utility installations a separate instrument granting (a) private easement(s) for public utilities and restrictions acceptable to EDISON and Michigan Bell Telephone Company for the underground service.
2. DEVELOPER shall grade easements to finished grade prior to installation of underground lines so that electrical distribution service 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 easement(s) shall be considered finished grade.
3. Survey stakes indicating property lines and building plot lines must be properly emplaced before and after trenching to enable EDISON to locate its underground lines, transformer(s) and equipment.
4. Install sanitary sewers prior to installation of electric underground lines. Sewer lines may cross but may not be installed within the easements used for electric and telephone lines.

RECORDED FIRST OF MAY 1966 23962

John A. Murphy
JOHN A. MURPHY
CLERK REGIS. OF DEEDS

66 MAR 23 AM 11 16

RECORDED
MICHIGAN
REGISTER OF DEEDS RECORDS

6.00
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installations of EDISON be damaged by acts of negligence on the part of DEVELOPER or its contractors or assigns, repairs shall be made at the cost and expense of the DEVELOPER or its successors or assigns and shall be paid forthwith to EDISON by DEVELOPER or its successors or assigns upon receiving a statement therefor.

2. EDISON will meter and bill each tenant individually at the standard rate established by the Michigan Public Service Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

In the Presence of:

THE DETROIT EDISON COMPANY,
a New York corporation

Phyllis Haynes
Phyllis Haynes

Lillian J. H. Carroll
LILLIAN J. H. CARROLL

Irene C. Kata
IRENE C. KATA

Judith A. Erlich
Judith A. Erlich

Barbara Bursley
Barbara Bursley

By: M. Pease
M. PEASE
VICE PRESIDENT

By: R. J. Flourde
R. J. FLOURDE
SECRETARY

NINE MILE COMPANY

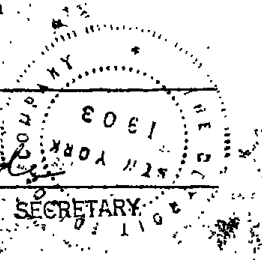
By: Joseph Dresner
Joseph Dresner, Partner

By: Milton Dresner
Milton Dresner, Partner

By: Irving Seligman
Irving Seligman, Partner

By: Edward Rosenberg
Edward Rosenberg, Partner

By: Morton Scholnick
Morton Scholnick, Partner



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

RECORD OF LAW NO. 23962