

1-10
29
RECORDS

Name of Project:
"G. Beck Building"

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 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 an area six (6') feet feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. UI-1-2491, 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 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 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
INDEXED
OF FILE NO. 23966

Southfield Corp
See 89
NE 1/4, E 1/2 of
(12" x 16" recording)

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

500

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 27th day of June, 1966, before me the subscriber, a Notary Public in and for said County, appeared M. Pease and Frank M. Kehoe, to me personally known, who being by me duly sworn did say they are ~~the~~ 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 Frank M. Kehoe acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kaya
IRENE C. KAYA
Notary Public, Wayne County, Michigan

My Commission Expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 17th day of August, 1966, before me the subscriber, a Notary Public in and for said County, appeared F. B. Hunt and J. W. Allen, to me personally known, who being by me duly sworn did say they are the Vice President & General Manager and General Plant Manager 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 F. B. Hunt and J. W. Allen acknowledged said instrument to be the free act and deed of said corporation.

Eleanor L. Johnson
Eleanor L. Johnson
Notary Public, Wayne County, Michigan

My Commission Expires: May 15, 1967

23966

"G. Beck Building"

DESCRIPTION

APPENDIX "A"

PARCEL I - Land in the City of Southfield, County of Oakland, described as: Part of the East 1/2 of the Northeast 1/4 of Section 29, Town 1 North, Range 10 East, Southfield Township, Oakland County, Michigan, described as: Commencing at the Southeast corner of Section 29, running thence North 2°26'10" East 1315.00 feet; thence North 87°43'25" West 640.79 feet; thence North 1°51'31" East 1309.53 feet to the point of beginning of this description; thence North 1°51'31" East 60.0 feet, thence South 87°49'10" East 543.38 feet to a point on the West line of Telegraph Road; thence South 0°50'40" East 60.10 feet along the West line of Telegraph Road (204 feet wide); thence North 87°49'10" West 546.21 feet to point of beginning.

PARCEL II - Part of the East 1/2 of Northeast 1/4 of Section 29, Town 1 North, Range 10 East, Southfield Township, Oakland County, Michigan, described as: Commencing at Southeast corner of Section 29, and running thence North 2°26'10" East 1315.00 feet; thence North 87°43'25" West, 640.79 feet; thence North 1°51'31" East 1369.53 feet to the point of beginning of this description; thence North 1°51'31" East 50.53 feet thence South 87°49'10" East 541.02 feet to a point on the West line of Telegraph Road (204 feet); thence South 0 degrees 50'40" East 50.71 feet along West line of Telegraph Road; thence North 87°49'10" West 543.38 feet to the point of beginning.

COUNTY RECORDS OF WAY NO. 23466

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

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

Lawyers Title Insurance Corporation



Title and Encumbrance Search

Order No. P-847314-1

Pontiac, Michigan May 9, 1966

Re: G. Beck Buildings

Gentlemen:

Parcel 2

From an examination only of the records of the Register of Deeds Office, Oakland County, Michigan, covering property described as follows, to-wit: Part of the E. 1/2 of N.E. 1/4 of Section 29, Town 1 North, Range 10 East, Southfield Township, Oakland County, Michigan, described as: Commencing at S.E. corner of Section 29, and running thence N. 2 degrees 26' 10" E. 1315.00 feet; thence N. 87 degrees 43' 25" W., 640.79 feet; thence N. 1 degree 51' 31" E. 1369.53 feet to the point of beginning of this description; thence N. 1 degree 51' 31" E. 50.53 feet thence S. 87 degrees 49' 10" E. 541.02 feet to a point on the W. line of Telegraph Rd., (204 feet); thence S. 0 degrees 50' 40" E. 50.71 feet along W. line of Telegraph Rd., thence N. 87 degrees 49' 10" W. 543.38 feet to the point of beginning.

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

Warranty Deed dated June 5, 1962, recorded June 13, 1962, Liber 4312, Page 90, from Bertha Slesinski, surviving widow of Bruno Slesinski, her deceased husband to B & G Automation, Inc., a Michigan Corporation 24111 Telegraph Road, Southfield, Michigan.

No encumbrances.

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 B. & G. Automation Inc.

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 5, 1966 at 7 A.M.

Yours respectfully,

Abstract and Title Guaranty Division of Lawyers Title Insurance Corporation

By: Clarissa Bassel Authorized Official

RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS MAY 10 1966 23966

REFERENCE
 66-346
 OFW 43499

DRAWN
 TLA
 6-2-66

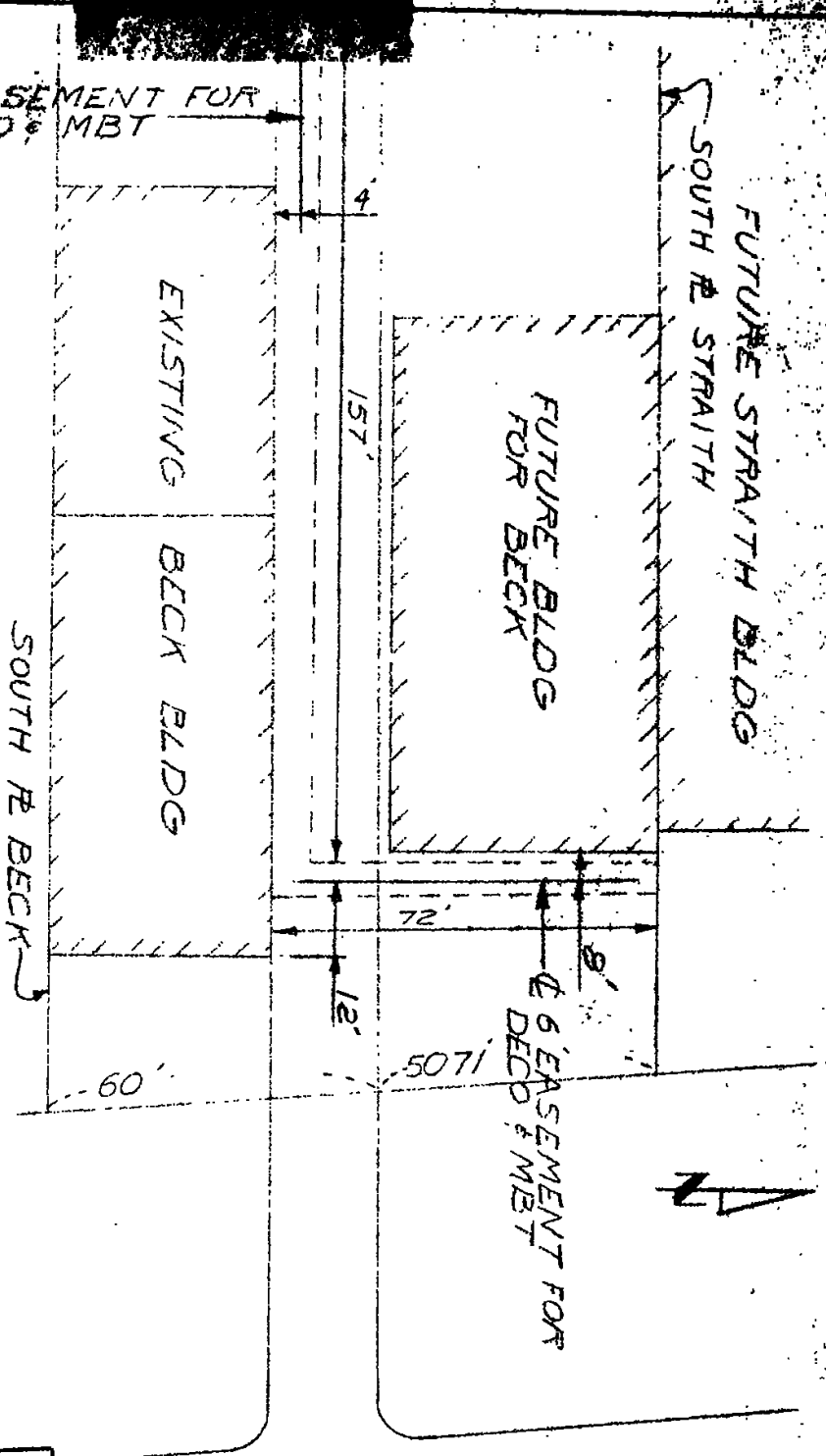
TITLE
 PROPOSED DECO & MBT
 EASEMENTS - BECK PROPERTY
 TELEGRAPH, N. OF GARNER

THE DETROIT EDISON COMPANY
 UNDERGROUND LINES DEPT., DETROIT, MICH.
 1" = 30'
 NO. U-1-2491

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

BECK PROPERTY - CITY OF SOUTHFIELD

8' EASEMENT FOR
 DECO & MBT



MANORND. RIGHT OF WAY NO. 29542

In the Presence of:

B and G AUTOMATION, INC.
 a Michigan corporation
 24111 Telegraph Road
 Southfield, Michigan

Roberta I. O'Neill
 ROBERTA I. O'NEILL

By: George E. Beck
 George E. Beck, President-Treasurer

James A. Robertson
 JAMES A. ROBERTSON

By: Clarence A. Kaechle
 Clarence A. Kaechle, Secretary

STATE OF MICHIGAN)
) SS.
 COUNTY OF OAKLAND)

On this 24th day of June, 1966, before me the subscriber, a Notary Public in and for said County, appeared George E. Beck and Clarence A. Kaechle, to me personally known, who being by me duly sworn did say they are the President-Treasurer and Secretary of B and G AUTOMATION, INC., 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, George E. Beck and Clarence A. Kaechle acknowledged said instrument to be the free act and deed of said corporation.

James A. Robertson
 JAMES A. ROBERTSON
 My Commission Expires: Sept. 16, 1969 Notary Public, Oakland County, Michigan

"G. Beck Building"	DESCRIPTION	APPENDIX "A"
<u>PARCEL I</u>	Land in the City of Southfield, County of Oakland, described as: Part of the East 1/2 of the Northeast 1/4 of Section 29, Town 1 North, Range 10 East, Southfield Township, Oakland County, Michigan, described as: Commencing at the Southeast corner of Section 29 running thence North 2°26'10" East 1315.00 feet; thence North 87°43'25" West 640.79 feet; thence North 1°51'31" East 1309.53 feet to the point of beginning of this description; thence North 1°51'31" East 60.0 feet; thence South 87°49'10" East 543.38 feet to a point on the West line of Telegraph Road; thence South 0°50'40" East 60.10 feet along the West line of Telegraph Road (204 feet wide); thence North 87°49'10" West 546.21 feet to point of beginning.	
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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

RECORDED NIGHT OF MAY 10. 23966

June 14, 1966

Mr. George Beck
24111 Telegraph
Southfield, Michigan 48075

Re: Beck 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 \$47.95 based on 137 trench feet at the rate of .35 cents per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on April 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.

RECEIVED CITY OF SOUTHFIELD
MAY 10 1966

Mr. George Beck

-2-

June 14, 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, employees, 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
Assistant Division Manager

ACCEPTED

George E. Beck

DATE: 6-24-66

REC'D AND FILED OF MAY MO. 23966

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 19, 1966

B and G Automation, Inc.
24111 Telegraph Road
Southfield, Michigan

Re: G. Beck Building
City of Southfield

Gentlemen:

Enclosed is a fully executed copy of the Agreement dated June 24, 1966, for the electric and communication underground service to the above project.

Very truly yours,

Stephen A. McNamee
Staff Attorney

/vbf
Enclosure

cc: to Michigan Bell Tel. Co.

*11/24/66 The work underground state ...
original drawing. In ... from a hot
is shown - 011-2871*

RECORDS CENTER
RECEIVED DEC 27 1966
L. G. L. M. M. D. E.
CLASSIFIED

11/24/66
03966

MEMORANDUM ORDER
FOR GENERAL USE
CE FORM MS 77 12-53

TO C. J. Bartholomew - 646 S. O. DATE 6-27-66 TIME _____

Re: Underground Service - Book Building - City of Southfield -
Oakland County - Michigan.

Agreements and easements obtained.

OK to proceed with construction.

COPIES TO R. Olson - 1901 Second - Rm. 184
W. Stone - 1931 Second - Rm. 186
REPORT W. T. Shively - 714 S. O.
M. W. Friebe - 728 S. O.
A. Lee - Sales - Pontiac Service Center
File

SIGNED *Stephen A. McNamee*
Stephen A. McNamee, Esq.
Staff Attorney
Law Department

DATE RETURNED _____ TIME _____ SIGNED _____

AGREEMENT

1-10
29

THIS AGREEMENT, made this 24th day of June, 19 66,
between B and G AUTOMATION, INC., a Michigan corporation,
24111 Telegraph Road, 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", 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 ^{land}~~apartments~~ to be known as "G. Beck Building" 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 three 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.

RECORDED RIGHT OF WAY NO. 23966

1966 AUG 24 AM 10 41
MICHIGAN
REGISTER OF DEEDS RECORDS
J. D. Murphy
CLERK REGISTER OF DEEDS

100

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.

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~~ provide for trenching ~~expense~~ 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.~~ 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 and BELL, it is necessary to repair, move modify, rearrange or relocate any of the utility facilities to conform to a new plot plan or change of grade made by the DEVELOPER, or for any cause or changes attributable to public authority having jurisdiction during the period in which the DEVELOPER is the owner of the land, or because of the DEVELOPER's action or request, it 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.

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 telephone communication facilities in the private easements located in the above described lands. Provided, however, should the above described installations of the utilities 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 or BELL by DEVELOPER or its successors or assigns upon receiving a statement therefor.

RECORDED RIGHT OF WAY NO. 23966

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:

Roberta I. O'Neill
Roberta I. O'Neill

James A. Robertson
JAMES A. ROBERTSON

B and G AUTOMATION, INC.

By: George E. Beck
George E. Beck, President-Treasurer

By: Clarence A. Kaechle
Clarence A. Kaechle, Secretary

Stephen A. McNamee
Stephen A. McNamee

Irene C. Kala
IRENE C. KALA

THE DETROIT EDISON COMPANY

By: M. Pease
M. PEASE, VICE PRESIDENT

By: Frank M. Kehoe
Frank M. Kehoe, Assistant Secretary

MICHIGAN BELL TELEPHONE COMPANY

G. G. Watt
G. G. Watt

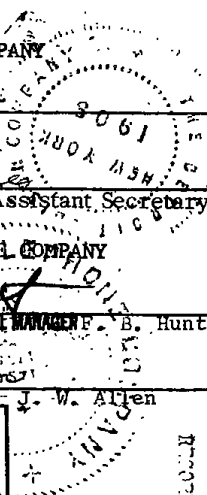
A. Jack Manery
A. Jack Manery

By: B. Hunt
VICE PRESIDENT & GENERAL MANAGER

By: J. W. Allen
GENERAL PLANT MANAGER

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

APPROVED AS TO FORM
A. P. Waterstone
ATTORNEY
MICHIGAN BELL TELEPHONE CO



On this 24th day of June, 1966, before me the subscriber, a Notary Public in and for said County, appeared George E. Beck and Clarence A. Kaechle, to me personally known, who being by me duly sworn did say they are the President-Treasurer and Secretary of B and G AUTOMATION, INC., 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, George E. Beck and Clarence A. Kaechle acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: Sept. 16, 1969 Notary Public, Oakland County, Michigan

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OFFICE OF THE CLERK
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23566