

1-10  
1-2

APARTMENTS

Name of Project:

"Country Corner Apartments"

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 an area six (6') feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. OU 2-4-2102, 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 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 NO. 25246

1000

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 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 19 day of March, 1968.

In the Presence of:

JACKTED INVESTMENT CO.  
a Michigan Co-Partnership  
30300 Southfield Road, Southfield, Mich.

Marie A. Wronski  
Marie A. Wronski

By Eugene Rose  
Eugene Rose (Partner)

David Polk  
David Polk

Ted Wolf  
Ted Wolf (Partner)

John D. Murphy  
CLERK-REGISTER OF DEEDS

1968 AUG 15 PM 3 59

RECORDED  
INDEXED  
MICHIGAN  
REGISTER OF DEEDS RECORDS

RECORDED RIGHT OF WAY NO. 2024

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS.

On this 19 day of March A.D., 1968, before me,  
the subscriber, a Notary Public in and for said County, personally  
appeared Eugene Rose and Ted Wolf, Partners,  
doing business as JACKTED INVESTMENT 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.

Marie A Wronski  
Marie A. Wronski  
Notary Public, Wayne County, Michigan

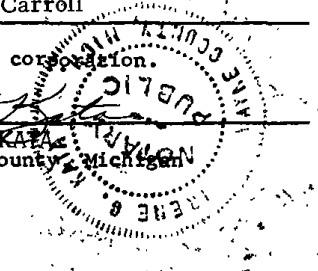
My Commission Expires 2-14-1969 acting for Oakland County

RECORDED RIGHT OF WAY NO. 252266

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 3rd day of April, 1968, before me the subscriber, a Notary Public in and for said County, appeared R. Q. Duke and Lillian J.H. Carroll, to me personally known, who being by me duly sworn did say they are the Director, of Way Dept. Properties & Rights 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 R. Q. Duke and Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kala  
IRENE C. KALA  
Notary Public, Wayne County, Michigan



My Commission Expires: July 9, 1968

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Oakland

On this 29th day of March, 1968, 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 <sup>he is</sup> ~~that~~ the Staff Supervisor, Rightway Way 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 CARL T. HALL acknowledged said instrument to be the free act and deed of said corporation.

Melford Hartman  
Notary Public, \_\_\_\_\_ County, Michigan

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

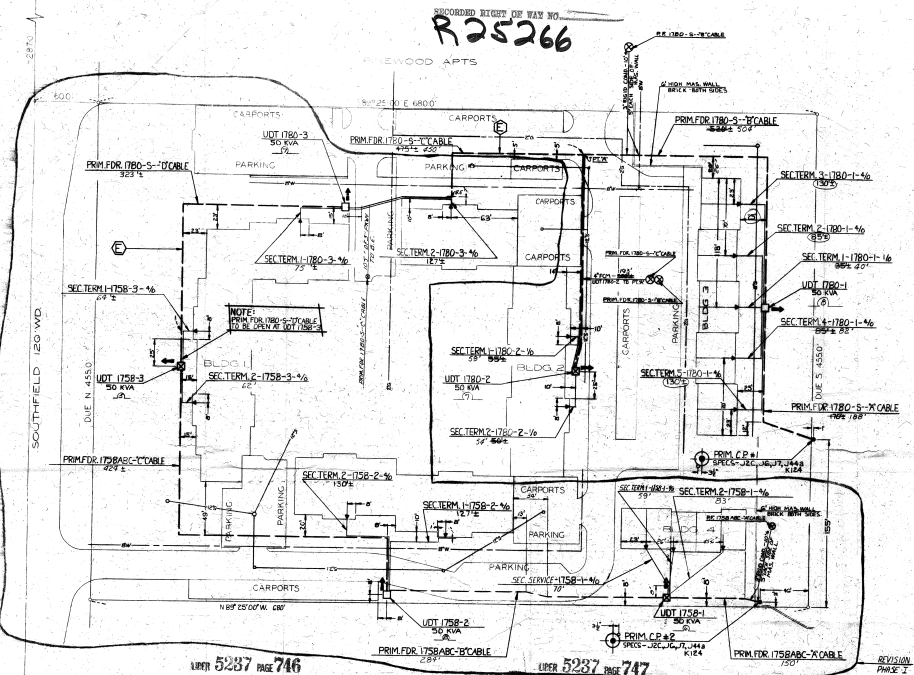
My Commission Expires: \_\_\_\_\_

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

RETURN TO: HAROLD J. PINALES  
2003 SECOND AVENUE - RM. 226  
DETROIT, MICHIGAN 48226

RECORDED RIGHT OF WAY NO. 25226

RECORDED RIGHT OF WAY NO. R25266



**CABLE SUMMARY**

PRIMARY	48 KV ID. SP. NO. 715-1055 = 2270'±
SECONDARY	60 - 1CX1 POLY. GDOV. ID. SP. NO. 715-1034 = 4215'±
NO - 1CX1	POLY. GDOV. ID. SP. NO. 715-1033 = 1402'±
NO - 1CX1	POLY. GDOV. ID. SP. NO. 715-1033 = 1402'±

**TRENCH SUMMARY**

DEED ONLY	420'±
PAVING ONLY	0
WATER	180'±
SEWER	180'±
TOTAL	2400'±

**TRANSFORMER DATA**

TRANS. R14, R25, K14	TRANS. WITH SWITCHING - R14, R25, K14
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- CODE**
- PND POINT TRANSFORMER
  - PND POINT TRANSFORMER WITH SWITCHING
  - CABLE ROUTE
  - SECONDARY TERMINAL
  - 48 KV PRIMARY CABLE
  - SECONDARY CABLE
  - DE. CO. TRENCH ONLY
  - S.M.T. CO. TRENCH ONLY
  - SEWER
  - WATER
  - GAS
  - ← DIRECTION TRANS. DOOR OPENING

**TITLE BLOCK PART 2**

DIA.	202-59
WD	3678579
OWNER	CHRY
LABOR	DE. CO.
START	5/14/88
FINISH	5/25/88
NOTES	CHRY
SUPPLIER	GEOR
RECORDS	RMK

**GENERAL NOTES**

1. ALL TRENCH CABLE AND DUCT LENGTHS ARE APPROX.
2. ALL TRENCHING AND BACKFILLING TO BE DONE BY DEECO. SEE PAGE 3-4-405 (CUST. SERVICE MANUAL) FOR TOWNHOUSE SERVICE PITS.
3. SEE DWG. CSD 0758-2 DETAILS 'C' FOR APARTMENT ENTRANCE PITS.
4. SEE DWG. LH-2-2370 FOR SWITCHING TRANSFORMER MOUNT DETAILS.
5. SEE DWG. LH-1-2369 FOR MOUNTING TRANS. MOUNT DETAILS.

1. M.B.T. CO. - C. COOK - 822007 GREENFIELD, OAK PARK, ILL. 60424-3915

**CONSTRUCTION SUPERVISORS**

DECO	DECO
C. CARLIN	E. BINGER
DECO 1201 2946	1250 GROSS RD.
DECO 1201 2946	CLAWSON MICH.
TEL. 562-2100 002746	TEL. 568-9970

**PERMITS REQ'D**  
CITY OF SOUTHFIELD (FOR NOTIFICATION ONLY)

**DIST. CIRC. 1885 BEVERLY**  
48 KV. INITIAL AND ULTIMATE

**M.B.T. CO. JOB # B029**

NO. 1	NO. 2	NO. 3	NO. 4

**COUNTRY CORNER APT**  
NW 1/4 SEC 12 STEP II  
CITY OF SOUTHFIELD

**DUZ-4-2102**  
SOUTHFIELD TWP OAK CO. SFD 26-264

D	C	B	A	DATE	REVISION	BY	CHKD

APPENDIX "A"

Part of the N.W. 1/4 of Section 12, T.1N., R.10E., City of Southfield, Oakland County, Michigan, being more particularly described as: Beginning at a point on the west line of Section 12, South 1287.00 feet from the N.W. corner of Section 12, T.1N., R.10E., and running thence S. 89° 25' 00" E. 740.00 feet thence South 455.00 feet; thence N. 89° 25' 00" W 740.00 feet; thence along the West line of Section 12 and center line of Southfield Road, North 455.00 feet to the point of beginning, except part taken, used or deeded for road purposes.

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS.

On this 19 day of March A.D., 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared Eugene Ross and Ted Wolf, Partners, doing business as JACKTED INVESTMENT 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.

Marie A. Wronka

Notary Public, Wayne County, Michigan

My Commission Expires 2-14-1969

acting for Oakland County

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

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

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

**July 30, 1968**

**Jacked Investment Co.  
30300 Southfield Road  
Southfield, Michigan**

Re: Country Corner Apartments

Gentlemen:

We are enclosing herewith a copy of the "as installed" Drawing No. 012-A-2102 for the underground electric and communication services for the above named project.

Very truly yours,



Stephen A. McNamee  
Staff Attorney

Enclosure

<b>RECORDS CENTER</b>
RECEIVED SEP 3 1968
TICKETS MADE
CLASSIFIED

RECORDED  
SERIAL OF WAY NO. 25216

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

**May 6, 1968**

**Jacketed Investment Co.  
30300 Southfield Road  
Southfield, Michigan**

**Re: Country Corner Apartments**

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated March 19, 1968 for the underground electric and communication services for the above named project.

Very truly yours,



Stephen A. McNamee  
Staff Attorney

**SAMcM/lw**

**Enclosure**

Enclosure

RECORDED RIGHT OF WAY NO. 22416



February 7, 1968

Jacketed Investment Company  
30300 Southfield Road  
Southfield, Michigan 48075

Re: Country Corner Apartments  
E.S. Southfield Road  
S. of Thirteen 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 \$3249.00 based on 2400 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 7, 1967. Any changes in these locations may require an adjustment in the cost figures. An additional charge will be made if boring under pavement, etc., is required or sand backfill is requested.

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 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.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,  
*Floyd W. Sell*  
Floyd W. Sell  
Asst. Division Manager

ACCEPTED

*Jacketed Investment Co*  
*Eugene Rose (Partner)*

Date: 2/11/68

RECORDED RIGHT OF WAY NO. 25266

**MEMORANDUM ORDER**  
FOR GENERAL USE  
DE FORM MS 77 12-53

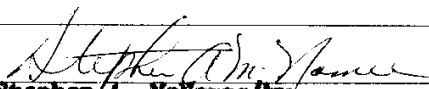
TO **Engineering Coordinator Supervisor** DATE **4-2-68** TIME \_\_\_\_\_  
**190 Second - Room 125**  
Re: **Underground Service - Country Corner Apartments**  
**City of Southfield, Oakland County, Michigan**

Agreements and Easements obtained.

OK to proceed with construction.

COPIES TO: **R. Olson - 1901 Second - Rm. 124**  
**H. W. Friebe - 728 G. O.**  
REPORT: **Al Lee - Pontiac Service Center**  
**File**

SIGNED

  
**Stephen A. McNamee/lw**  
**Staff Attorney**  
**Law Department**

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

APARTMENTS

AGREEMENT

1-10  
12

THIS AGREEMENT, made this 19 day of March, 19 68,  
between JACKTED INVESTMENT CO., a Michigan Co-Partnership  
30300 Southfield 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 apartments to be known as \_\_\_\_\_  
"Country Corner 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.

RECORDED RIGHT OF WAY NO. 252266

*Southfield, Mich. Depo.*  
*Sec. 12*  
*NW 1/4, W 1/2 of*  
*(Country Corner Ints)*

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 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. 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 its 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 its successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or its successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER its 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.

RECORDED RIGHT OF WAY NO. 25204

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:

JACKTED INVESTMENT CO.

Marie A. Wronski  
Marie A. Wronski

BY Eugene Rose  
Eugene Rose (Partner)

David Polk  
David Polk

BY Ted Wolf  
Ted Wolf (Partner)

Stephen A. McNamee  
Stephen A. McNamee

THE DETROIT EDISON COMPANY  
By: R. C. BUKE  
R. C. BUKE, DIRECTOR  
Properties and Right of Way Dept.

Irene C. KATA  
IRENE C. KATA

By: Lillian J. H. Carroll  
LILLIAN J. H. CARROLL, ASST. SECRETARY

Barbara D'Agostino  
BARBARA D'AGOSTINO  
Carol A. Moore  
CAROL A. MOORE

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

APPENDIX "A"

Part of the N.W. 1/4 of Section 12, T.1N., R.10E., City of Southfield, Oakland County, Michigan, being more particularly described as: Beginning at a point on the west line of Section 12, South 1287.00 feet from the N.W. corner of Section 12, T.1N., R.10E., and running thence S. 89°25'00" E. 740.00 feet; thence South 455.00 feet; thence N. 89°25'00" W. 740.00 feet; thence along the west line of Section 12 and center line of Southfield Road, North 455.00 feet to the point of beginning, except part taken, used or deeded for road purposes.

RECORDED RIGHT OF WAY NO. 55260

OAKLAND COUNTY MICHIGAN  
REGISTER OF DEEDS RECORDS  
1968 APR 8 PM 3 11

John D. Murphy  
CLERK-REGISTER OF DEEDS