

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 3ED day of NOVEMBER, 1969,
between Edward Rose Sons, A limited Michigan Co-partnership, 23777 W. Ten Mile Rd.,
Southfield, Michigan.

hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a corpora-
tion 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".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as Sutton Place
apartments, Phase II, on land in the City of Southfield of
Southfield, County of Washtenaw, 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 paving is done before cable or conduit crossings are in place.

*Edward Rose Sons,
Nov 19 1969
J. H. [unclear]
[unclear]*

RECORDED RIGHT OF WAY NO. 10000

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:

Lorna Wiljanen
LORNA WILJANEN

Kenneth F. Northaft
KENNETH F. NORTHAFT

(Please type or print names under signature)

Stephen A. McNamee
Stephen A. McNamee

Irene C. Kata
IRENE C. KATA

Karen Guenther
KAREN GUENTHER

Carol A. Moore
CAROL A. MOORE

EDWARD ROSE, JR.

BY: Sheeldon Rose
SHELDON ROSE, CO-PARTNER

BY: _____

THE DETROIT EDISON COMPANY

BY: R. G. Duke
R. G. DUKE, DIRECTOR
Properties and Rights of Way Dept.

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

MICHIGAN BELL TELEPHONE COMPANY

BY: Carl T. Hall
Staff Supervisor, Right of Way
(Authorized signature)

RECORDED RIGHT OF WAY NO. 32620

STATE OF MICHIGAN

COUNTY OF Washtenaw

On this 3rd day of November, 19 69,
before me, a Notary Public, personally appeared Alfred Rose

and _____

to me personally known, who being by me duly sworn, did respectively say that he is a member of the partnership known as EDWARD ROSE & SONS, a Michigan Co-partnership which executed the within instrument and that THEY acknowledged said instrument to be the free act and deed of said partnership.

My commission expires May 1, 1970 Robert J. Dennis
Notary Public

Washtenaw County, Michigan
acting in Oakland

"APPENDIX A"

Sutton Place Apartments, Phase II, described as: Part of the East 1/2 of Section 28, T1N, R10E, City of Southfield, Oakland County, Michigan, being more particularly described as follows:

Beginning at a point which is S. 89° 48' 00" E., 534.92 ft. along the South line of Section 28 and N. 32° 47' 21" W., 484.07 ft. and N. 01° 11' 56" E., 260.19 ft. and N. 44° 57' 39" W., 375.69 ft. and N. 18° 16' 40" E., 128.03 ft. from the South 1/4 corner of Section 28, T1N, R10E; thence N. 18° 16' 40" E. 171.87 ft.; thence N. 02° 24' 57" W., 278.26 ft.; thence N. 58° 09' 15" E., 106.31 ft.; thence due East 220.39 ft.; thence due South 76.17 ft.; thence due East 430.83 ft.; thence due South 72.17 ft.; thence due East 185.04 ft.; thence along the West line of "Supervisors Plat of Branch Brook Estates" (Liber 47, Page 57, O.C.R.) S. 00° 00' 16" W., 482.70 ft.; thence N. 89° 59' 44" W., 115.90 ft.; thence S. 86° 00' 00" W., 240.85 ft.; thence due West 549.85 ft.; thence due North 45.00 ft.; thence due West 232.58 ft. to the point of beginning. (617,334 sq. ft. - 14.172 acres).

RECORDED RIGHT OF WAY NO. 20060

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 26th day of November, 19 69, before me, the subscriber, a Notary Public in and for said County, personally appeared R. Q. Duke and Lillian J.H. Carroll to me personally known, who being by me duly sworn, did say that 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 instrument is the corporate seal of the 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.

My Commission expires: June 24, 1972

Irene C. Kata
Notary Public IRENE C. KATA

Wayne County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 17th day of November, 19 69, 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 Staff Supervisor of Right of Way, authorized by and for MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, and that the 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.

My Commission expires: _____

Melford Hartman
Notary Public

_____ County, Mich.

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

RECORDED RIGHT OF WAY NO. 110010

DOCUMENT PREPARED BY:
MELFORD HARTMAN
29370 SOUTHFIELD ROAD
SOUTHFIELD, MICHIGAN 48075

4-26060

(LIBER 5447 PAGE 818)

APARTMENTS

LIBER 5471 PAGE 323

Name of Project: .7549

Sutton Place Apts. Ph. II

(69 82477)

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 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 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 "as installed" centerlines and widths of easements granted herein as shown on drawing attached hereto."



RECORDED RIGHT OF WAY NO. 26060

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 not 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) have set (its) (their) hand(s) and seal(s) on this _____ day of _____, 19____.

IN THE PRESENCE OF:

EDWARD ROSE & SONS
A Limited Michigan Co-partnership
23999 W. Ten Mile Rd.
Southfield, Michigan

[Signature]
SIREEN SWIDER

BY: [Signature]
SIREEN SWIDER, CLERK

[Signature]
MICHAEL MYERS

BE: _____

[Signature]
KENNETH F. MURPHY

[Signature]
Mark T. Jacobson
24001 Southfield
Southfield, Michigan 48075

[Signature]
SIREEN SWIDER

[Signature]
Mildred Jacobson, his wife

RECORDED FIRST OF MAY NO. 26963

STATE OF MICHIGAN
COUNTY OF Wayne

LIBER 5447 PAGE 820

LIBER 5471 PAGE 325

On this 10th day of November, 1969,
before me, the subscriber, a Notary Public in and for said County, personally appeared
MARK T. JACOBSON and MILDRED JACOBSON, a man and wife, to me known to be the persons
named in and who executed the within instrument as vendor and acknowledged that they
executed the same as their free act and deed for the intents and purposes therein
mentioned.

My commission expires: July 31, 1971

Marion E. Davenport
Notary Public MARION E. DAVENPORT
Wayne County, Michigan

STATE OF MICHIGAN
COUNTY OF Wayne

On this 10th day of November, 1969,
before me, the subscriber, a Notary Public in and for said County, personally appeared
SANFORD L. PERLMAN and ALVIRA PERLMAN, a man and wife, to me known to be the persons
named in and who executed the within instrument as vendor and acknowledged that they
executed the same as their free act and deed for the intents and purposes therein
mentioned.

My commission expires: July 31, 1971

Marion E. Davenport
Notary Public MARION E. DAVENPORT
Wayne County, Michigan

STATE OF MICHIGAN
COUNTY OF Wayne

On this 10th day of November, 1969,
before me, the subscriber, a Notary Public in and for said County, personally appeared
LILLIAN PERLMAN to me known to be the person named in and who executed the within
instrument as vendor and acknowledged that she executed the same as her free act and
deed for the intents and purposes therein mentioned.

My commission expires: July 31, 1971

Marion E. Davenport
Notary Public MARION E. DAVENPORT
Wayne County, Michigan

RECORDED RIGHT OF WAY NO. 20000

(LIBER 5447 PAGE 821)

STATE OF MICHIGAN

LIBER 5471 PAGE 326

COUNTY OF Wayne

On this 10th day of November, 1963,

before me, the subscriber, a Notary Public in and for said County, personally appeared LEAH SNIDER to me known to be the person named in and who executed the within instrument as vendor and acknowledged that she executed the same as her free act and deed for the intents and purposes therein mentioned.

My commission expires: [Signature]
Notary Public [Signature]
[Signature] County, Michigan

"APPENDIX A"

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Beginning at a point which is S. 89° 48' 00" E., 534.92 ft. along the South line of Section 28 and N. 32° 47' 21" W., 484.07 ft. and N. 01° 11' 56" E., 260.19 ft. and N. 44° 57' 39" W., ^{375.69}~~275.69~~ ft. and N. 18° 16' 40" E., 128.03 ft. from the South 1/4 corner of Section 28, T1N, R10E; thence N. 18° 16' 40" E., 171.87 ft.; thence N. 02° 24' 57" W., 278.26 ft.; thence N. 58° 09' 15" E., ^{306.31}~~206.31~~ ft.; thence due East 220.39 ft.; thence due South 76.17 ft.; thence due East 430.83 ft.; thence due South 72.17 ft.; thence due East 185.04 ft.; thence along the West line of "Supervisors Plat of Branch Brook Estates" (Liber 47, Page 57, O.C.R.), S. 00° 00' 16" W., 482.70 ft.; thence N 89° 59' 14" W., 115.90 ft.; thence S. 86° 00' 00" W., 240.85 ft.; thence due West 549.85 ft.; thence due North 45.00 ft.; thence due West 232.58 ft. to the point of beginning. (617,334 sq. ft. - 14.172 acres)

SP
[Handwritten initials]

RECORDED IN OFFICE OF MAY NO. 20069

1970 FEB 5 AM 10 05
[Handwritten signatures and stamps]

IN THE PRESENCE OF:

Sanford L. Perlman
Sanford L. Perlman

Sanford L. Perlman
Sanford L. Perlman
24001 Southfield
Southfield, Michigan 48075

Kenneth F. Notthoff
Kenneth F. Notthoff

Alvira Perlman
Alvira Perlman, his wife

Alvira Perlman
Alvira Perlman, his wife

Lillian Perlman
Lillian Perlman

Lillian Perlman
Lillian Perlman
24001 Southfield
Southfield, Michigan 48075

Kenneth F. Notthoff
Kenneth F. Notthoff

Lean Snider
Lean Snider

Lean Snider
Lean Snider
24001 Southfield
Southfield, Michigan 48075

STATE OF MICHIGAN

COUNTY OF Wayne

On this 3rd day of November, 1969,

before me, a Notary Public, personally appeared Edward Rose

and _____

to me personally known, who being by me duly sworn, did respectively say that he is a member of the partnership known as EDWARD ROSE & SONS, a Michigan Co-partnership which executed the within instrument and that ^{HE} THEY acknowledged said instrument to be the free act and deed of said partnership.

My commission expires May 1, 1970

Betty J. Dennis
Notary Public
Wayne County, Michigan
Acting in Oakland Co.

RECORDED RIGHT OF WAY NO. 24001

