

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 ~~utility~~, interferes with the facilities already installed or which may be installed in the future.

8. Land contract sellers herein shall have no liability to ~~utility~~ 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 ~~utility~~ 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 ~~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.

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) (has) ~~have~~ set (its) ~~their~~ hand(s) and seal(s) on this 24th day of July, 19 69.

In the presence of:

Sophie W. Korte
Sophie W. Korte
W. E. McAtee
W. E. McAtee

KEATING LAND COMPANY
a Michigan corporation
22060 West Thirteen Mile Road
Birmingham, Michigan

By: Robert J. Fries
Robert J. Fries

By: Evelyn A. Marquis, Secy.
Evelyn A. Marquis

DESCRIPTION

APPENDIX "A"

A parcel of land in the S.E. 1/4 of Section 4, T. 1 N., R. 10 E., Village of Beverly Hills, Oakland County, Michigan, described as follows: Beginning at the S.E. corner of Section 4, T. 1 N., R. 10 E., and proceeding thence along the S. line of said Section 4, S. 89°30'55" W., 244.12'; thence N. 0°51'05" W., 345.36'; thence N. 89°30'55" E., 225.99' to a point on the E. line of said Section 4; thence along said line, S. 3°51'20" E., 345.95' to the point of beginning, containing 1.8636 acres, said parcel being subject to the rights of the public for road purposes over the S. 33.00' thereof and also said parcel being subject to the rights of the public for road purposes over the E. 33.00' thereof.

RECORDED RIGHT OF WAY NO. 26274

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 24th day of July, 1969, before me the subscriber, a Notary Public in and for said County, appeared Robert J. Fries and Evelyn A. Marquis, to me personally known, who being by me duly sworn did say they are the Vice President and Secretary of KEATING LAND 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 Robert J. Fries and Evelyn A. Marquis acknowledged said instrument to be the free act and deed of said corporation.

Sophie W. Korte
Notary Public, Oakland County, Michigan

My Commission Expires: Oct. 2, 1972

SOPHIE W. KORTE

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

RETURN TO: James C. Wetzel
2000 Second Avenue - Rm. 226
Detroit, Michigan 48226

RECORDED FILED BY WAY NO. 26274

4
1-10

XXXXXXXXXX

AGREEMENT

THIS AGREEMENT, made this 24TH day of July, 1969 between KEATING LAND COMPANY, a Michigan corporation, 22060 West Thirteen Mile Road, Birmingham, Michigan, hereinafter referred to as "DEVELOPER", and 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",

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing ~~apartments~~ ^{land} to be known as Keating Building, on land in the Village of Beverly Hills, 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} ~~utility~~ facilities for underground three phase electric service ~~and~~ ~~communications~~ 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 ~~XXXXXX~~ 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 ~~XXXXXX~~ 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 ~~utilities~~ ^{utility} can be properly installed in relation to finished grade. The grade established for the land at the time the ~~utilities~~ ^{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 trenching to enable the ~~utilities~~ ^{utility} to properly locate ~~their~~ ^{lines} 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 ~~XXXXXXXXXX~~ facilities in the easements provided to EDISON ~~XXXXXX~~ and to provide for trenching at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.
6. DEVELOPER assures EDISON ~~XXXXXX~~ 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 ~~XXXXXXXXXX~~ ^{utility} if paving is done before cable or conduit crossings are ~~in place~~ ^{in place}.

RECORDED
MICHIGAN COUNTY RECORDS
JUL 24 1969
12 35

RECORDED
INDEX
26274

Handwritten initials

8. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON ~~XXXXXXXX~~ 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 ~~XXXXXXXX~~ upon receipt of a statement therefor. Further, that if the electric or communication utility facilities of EDISON ~~XXXXXXXX~~, 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 ~~UTILITY~~ named herein at the cost and expense of DEVELOPER or subsequent owners and shall be paid forthwith to EDISON ~~XXXXXXXX~~ 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.

UTILITY
~~XXXXXXXX~~ AGREES:

II

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:

Sophie W. Korte
Sophie W. Korte
W. E. McAtee
W. E. McAtee

KEATING LAND COMPANY

By: Robert J. Fries, V.P.
Robert J. Fries
By: Evelyn A. Marquis, Secy.
Evelyn A. Marquis

Stephen A. McNamee
Stephen A. McNamee
Irene C. Kata
IRENE C. KATA

THE DETROIT EDISON COMPANY

By: R. Q. Duke
R. Q. DUKE, DIRECTOR
Properties and Rights of Way Dept.
By: Evelyn Lehman
Evelyn Lehman Assistant Secretary

~~MICHIGAN REDUCTION COMPANY~~

~~XX~~

~~XX~~
~~XX~~

PROPERTY RIGHTS OF WAY NO. 26294

DESCRIPTION

APPENDIX "A"

A parcel of land in the S.E. 1/4 of Section 4, T. 1 N., R. 10 E., Village of Beverly Hills, Oakland County, Michigan, described as follows: Beginning at the S.E. corner of Section 4, T. 1 N., R. 10 E., and proceeding thence along the S. line of said Section 4, S. 89°30'55" W., 244.12'; thence N. 0°51'05" W., 345.36'; thence N. 89°30'55" E., 225.99' to a point on the E. line of said Section 4; thence along said line, S. 3°51'20" E., 345.95' to the point of beginning, containing 1.8636 acres, said parcel being subject to the rights of the public for road purposes over the S. 33.00' thereof and also said parcel being subject to the rights of the public for road purposes over the E. 33.00' thereof.

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 24th day of July, 1969, before me the subscriber, a Notary Public in and for said County, appeared Robert J. Fries and Evelyn A. Marquis, to me personally known, who being by me duly sworn did say they are the Vice President and Secretary of KEATING LAND COMPANY, a Michigan corporation, and that 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 Robert J. Fries and Evelyn A. Marquis acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: Oct. 2, 1972 Notary Public, Oakland County, Michigan

Sophie W. Korte

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 30th day of July, 1969, before me the subscriber, a Notary Public in and for said County, appeared R. Q. Duke and Evelyn Lehman, to me personally known, who being by me duly sworn did say they are the Dir., 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 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 Evelyn Lehman acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: June 24, 1972 Notary Public, Wayne County, Michigan

TRENE C. KARA

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this day of , 1969, before me the subscriber, a Notary Public in and for said County, appeared to me personally known, who being by me duly sworn did say that he is the Staff Supervisor of Right of Way authorized by and for MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: Notary Public, Oakland County, Michigan
PREPARED BY: Stephen A. McNamee RETURN TO: James C. Wetzel
2000 Second Avenue 2000 Second Avenue - Rm. 226
Detroit, Michigan 48226 Detroit, Michigan 48226

RECORDED RIGHT OF PAY NO. 26274

NDOM ORDER
RAL USE
77 12-93

TO Art Lawrence DATE 7-28-69 TIME _____
Engineering Coordinator Supervisor

1901 Grand - Room 126

Re: Underground Service - Keating Building
Village of Beverly Hills, Oakland County

Agreements and Easement obtained.

OK to proceed with construction.

COPIES TO V. J. Andres - 724 G.O.
E. Cortes - Pontiac Service Center
REPORT File

SIGNED Stephen A. McNamee
Staff Attorney
Law Department

RECORDED RIGHT OF WAY NO.

26274

DATE RETURNED _____ TIME _____ SIGNED _____

October 10, 1969

Howard T. Keating Company
6346 Orchard Lake Road
Orchard Lake, Michigan 48033

Attention: W. E. McAtee

Regarding: Keating Building
31001 Lahser Road
Village of Beverly Hills
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 \$66.50 based on 190 estimated 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 July 24, 1969. 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 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,

Gerald Borowski
Gerald Borowski
Service Planner

ACCEPTED

Howard T. Keating Co.
W. E. McAtee

Date: 10-16-69

NOTE: ACTUAL TRENCH FOOTAGE INSTALLED.
270' @ \$.35 = 94.50

\$ 11-7-69

RECORDED RIGHT OF WAY NO.

26274

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 4, 1969

Keating Land Company
22060 West Thirteen Mile Road
Birmingham, Michigan

Gentlemen:

**Enclosed is a copy of the executed Agreement
for underground service to the Keating Building.**

**Please note that I have removed all reference
to the Michigan Bell Telephone Company as they are not
going to be in our trenches.**

Very truly yours,



Stephen A. McNamé
Staff Attorney

SMcN:smt

Enclosure

RECORDED RIGHT OF WAY NO. 262-74

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

January 2, 1970

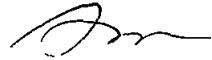
**Keating Land Company
22060 West Thirteen Mile Road
Birmingham, Michigan**

Re: Keating Office Building _____

Gentlemen:

We are enclosing herewith a copy of the "as installed" Drawing No. OU2-3-2538 for the underground electric and communication services for the above named project.

Very truly yours,



Stephen A. McNamee
Staff Attorney

SAMcN/kw
Enclosure

RECORDED RIGHT OF WAY NO. 26274