

1-10
36

APARTMENTS

Name of Project:

North Park Place Apts. Phase III

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", [REDACTED]

[REDACTED] their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric [REDACTED], 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 [REDACTED] facilities of either EDISON [REDACTED] situated in or on premises of the Grantor(s) shall at all times remain in EDISON [REDACTED] and shall be deemed to be personal property and shall not be deemed a part of the realty.

2. EDISON [REDACTED] 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 [REDACTED] 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 [REDACTED] utility easements. No excavations for fences shall be allowed within the said utility easements provided for electric [REDACTED] 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 [REDACTED] 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 ^{and three} electric service conductors. Subsequent owners are defined as those owning the land at time their lines are installed or maintained or replaced.

Signature
1970
DETROIT EDISON COMPANY
26571

123

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 ~~the utility~~ 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 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) (has) have set (its) their hand(s) and seal(s) on this 23rd day of June, 1970.

In the presence of:

Sadie Madison
SADIE MADISON
Andrea Makar
ANDREA MAKAR

North Park Place, a registered Michigan partnership
16500 Park Drive, Suite #100
Southfield, Michigan

Robert C. Smith Partner
Vincent M. Sullivan Partner

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

On this 23rd day of June, 1970, before me the subscriber, a Notary Public in and for said County, personally appeared Robert C. Smith and Vincent M. Sullivan Partners, doing business as North Park Place, a registered Michigan partnership, to me known, and who executed the within instrument and acknowledged the same to be their free act and deed for the Partnership.

Sadie Madison
SADIE MADISON
Notary Public, Wayne County, Michigan
Acting in Oakland County, Michigan
My Commission Expires Dec. 2, 1972

26571

APPENDIX "A"

A parcel of Land in the N. 1/2 of Section 36, T. 1 N., R. 10 E., City of Southfield, Oakland County, Michigan, described as follows: Commencing at the N. 1/4 corner of Section 36, T. 1 N., R. 10 E., and proceeding thence S. 1° 15' 00" E., 60.00 ft. to a point on the S. line of Nine Mile Rd. right of way; thence along said line, N. 88° 33' 30" E., 11.04 ft.; thence S. 1° 15' 00" E., 217.06 ft.; thence on a curve concave to the E., radius 425.00 ft., central angle 10° 37' 04" (the chord of said curve bears S. 6° 33' 32" E., 78.65 ft.), a distance of 78.76 ft.; thence S. 11° 52' 04" E., 352.52 ft. to the point of beginning of the parcel herein described; thence on a curve concave to the N.E., radius 35.00 ft., central angle 79° 34' 26" (the chord of said curve bears S. 51° 39' 17" E., 44.80 ft.), a distance of 48.61 ft.; thence N. 88° 33' 30" E., 253.87 ft.; thence on a curve concave to the S.W., radius 25.00 ft., central angle 90° 11' 30" (the chord of said curve bears S. 46° 20' 45" E., 35.41 ft.), a distance of 39.35 ft.; thence S. 1° 15' 00" E., 346.00 ft.; thence on a curve concave to the S.E., radius 550.00 ft., central angle 39° 43' 58" (the chord of said curve bears S. 63° 01' 59" W., 373.81 ft.), a distance of 381.41 ft.; thence S. 43° 10' 00" W., 348.00 ft.; thence N. 46° 50' 00" W., 125.45 ft.; thence on a curve concave to the S.W., radius 950.00 ft., central angle 18° 10' 17" (the chord of said curve bears N. 55° 55' 08.5" W., 300.04 ft.), a distance of 301.29 ft.; thence N. 65° 00' 17" W., 141.86 ft.; thence N. 43° 10' 00" E., 45.95 ft.; thence N. 46° 50' 00" W., 96.66 ft.; thence N. 43° 10' 00" E., 331.67'; thence S. 46° 50' 00" E., 129.00 ft.; thence N. 43° 10' 00" E., 86.00 ft.; thence S. 46° 50' 00" E., 148.28 ft.; thence N. 43° 10' 00" E., 392.96 ft. to the point of beginning, containing 10.5091 acres.

STATE OF MICHIGAN)
) SS
 COUNTY OF Oakland

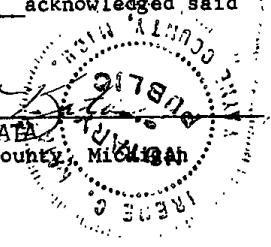
On this 23rd day of June, 1970, before me the subscriber, a Notary Public in and for said County, personally appeared Robert C. Smith and Vincent M. Sullivan, Partners, doing business as North Park Place, a registered Michigan partnership, to me known, and who executed the within instrument and acknowledged the same to be their free act and deed for the Partnership.

Sadie Madison
 SADIE MADISON
 Notary Public, Wayne County, Michigan
 Acting in Oakland County, Michigan
 My Commission Expires Dec. 2, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 29th day of June, 1970, 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, 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 Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kaba
IRENE C. KABA
Notary Public, Wayne County, Michigan



My Commission Expires: June 24, 1972

[REDACTED]

Prepared by James J. Daskaloff
The Detroit Edison Co.
2000 Second Avenue
Detroit, Michigan

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

RECORDED
INDEXED
JUN 29 1970
26581

July 2, 1970

North Park Place
16500 North Park Drive
Southfield, Michigan

RE: North Park Place Apts. Phase III

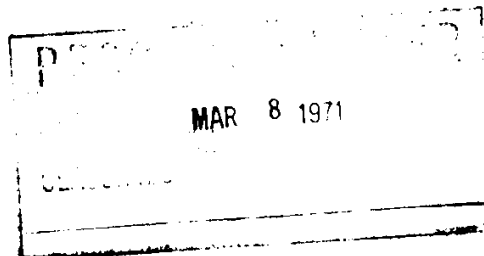
Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated June 23, 1970, for the underground electric services for the above named project.

Very truly yours,

James J. Daskaloff
Law Department

JJD/sa
Enclosure



26591

APPLICATION FOR RIGHT OF WAY
CLE FORM NS 80 6 58

PLEASE SECURE RIGHT OF WAY AS FOLLOWS

DATE March 13, 1970

LOCATION North Park Place Apartments APPLICATION NO. _____
North Park Place S. of Nine Mile Road DEPT ORDER NO _____

CITY OR TOWNSHIP Southfield COUNTY Oakland OF W NO _____

TOWNSHIP _____ COUNTY Oakland BUDGET ITEM NO _____

DATE BY WHICH RIGHT OF WAY IS WANTED 4-13-70 INQUIRY NO _____

THIS R'W IS _____ % OF TOTAL PROJECT NO _____ ACCUM _____ JOINT RIGHT OF WAY REQUIRED YES NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED Proposed 6' and 18' x 27' easements as shown
on Drawing OUL-3-2912.

PURPOSE OF RIGHT OF WAY To provide underground electric service to
North Park Place Apartments.

SIGNED A. A. Boswell *A. A. Boswell*
Supervisor Service Planning
OFFICE DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT

PERMITS IN GENERAL FILES _____ R'W DEPT FILE _____ GRANTOR _____

NO OF PERMITS _____ NO OF STRUCTURES _____ NO OF MILES _____ PERMITS TO MBT _____

DATE _____ SIGNED _____

REPORTING DIVISION OF THE DEPT. OF PUBLIC WORKS
26591

APPENDIX "A"

A parcel of land in the N. 1/2 of Section 36, T. 1 N., R. 10 E., City of Southfield, Oakland County, Michigan, Described as follows: Commencing at the N. 1/4 corner of Section 36, T. 1 N., R. 10 E., and proceeding thence S. 1° 15' 00" e., 60.00 ft. to a point on the S. line of Nine Mile Rd. right of way; thence along said line, N. 88° 33' 30" E., 11.04 ft.; thence S. 1° 15' 00" E., 217.06 ft.; thence on a curve concave to the E., radius 425.00 ft., central angle 10° 37' 04" (the chord of said curve bears S. 6° 33' 32" E., 78.65 ft), a distance of 78.76 ft.; thence S. 11° 52' 04" E., 352.52 ft. to the point of beginning of the parcel herein described; thence on a curve concave to the N.E., radius 35.00 ft., central angle 79° 34' 26" (the chord of said curve bears S. 51° 39' 17" E., 44.80 ft.), a distance of 48.61 ft.; thence N. 88° 33' 30" E., 253.87 ft.; thence on a curve concave to the S.W., radius 25.00 ft., central angle 90° 11' 30" (the chord of said curve bears S. 46° 20' 45" E., 35.41 ft.), a distance of 39.35 ft.; thence S. 1° 15' 00" E., 346.00 ft.; thence on a curve concave to the S.E. radius 550.00 ft., central angle 39° 43' 58" (the chord of said curve bears S. 63° 01' 59" W., 373.81 ft.), a distance of 381.41 ft.; thence S. 43° 10' 00" W., 348.00 ft.; thence N. 46° 50' 00" W. 125.45 ft.; thence on a curve concave to the S.W., radius 950.00 ft., central angle 18° 10' 17" (the chord of said curve bears N. 55° 55' 08.5" W., 300.04 ft.), a distance of 301.29 ft.; thence N. 65° 00' 17" W., 141.86 ft.; thence N. 43° 10' 00" E., 45.95 ft.; thence N. 46° 50' 00" W., 96.66 ft.; thence N. 43° 10' 00" E., 331.67'; thence S. 46° 50' 00" E., 129.00 ft.; thence N. 43° 10' 00" E., 86.00 ft.; thence S. 46° 50' 00" E., 148.28 ft.; Thence N. 43° 10' 00" E., 392.96 ft. to the point of beginning, containing 10.5091 acres.

Prepared by James J. Daskaloff
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

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

RECORDED IN DETROIT COUNTY CLERK'S OFFICE 2-6-58

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

June 18, 1970

Edward R. Corbett
Sullivan Smith Inc.
16500 North Park Drive - Suite 100
Southfield, Michigan 48075

RE: North Park Place Apts Phase III

Dear Mr. Corbett:

I received your letter dated June 15, as well as a print of your survey plan from Warner, Cantrell and Padmos, Inc. Please destroy all the copies of the agreement and easement that were sent to you prior to this day. In their place I am enclosing a new original and three copies of the Agreement for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us.

In addition we are enclosing the original and two copies of the Easement Restrictions. Please have the original and one copy executed and return same to us. The third copy is for your records. Note that this is a "blanket" easement. We will record same and then re-record with an "as installed" drawing when our lines are placed in the project. The "as installed" drawing will show six (6') foot easements along the planned centerlines. On re-recording the easement the following language will be added to the easement instrument: "This easement is re-recorded for the purpose of showing the "as installed" centerlines and width of easements granted herein as shown on drawing attached hereto."

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents including witnesses and notary.

Your attention is called to Paragraph No. 8 of this Agreement whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you but any contractors working for you exercise due care to avoid any damage.

RECORDED RETURN OF MAY 10. 26591

THE DETROIT EDISON COMPANY

June 18, 1970

Prompt return of these instruments fully completed will assist in prompt scheduling of our work to be completed in your project. Please return all documents to:

James J. Daskaloff (Phone - 962-2100, Ext. 2565)
2000 Second Avenue, Detroit, Michigan 48226

Very truly yours,

James J. Daskaloff
Law Department

JJD:sa
Enclosures

RECORDED
REC'D CT MAY NO. 26591



BUILDERS

16500 North Park Drive • Suite 100 Southfield, Michigan 48075 Telephone: 313 358-1600

June 15, 1970

The Detroit Edison Co.
2000 Second Avenue
Detroit, Michigan 48226

Att: Mr. J.J. Daskaloff

Re: North Park Place Apts.
Southfield, Michigan

Dear Sir:

We are in receipt of contract for underground service for the above mentioned project which states the information within the contract was prepared by you.

We found at least five discrepancies in the legal description you show and that most recently received from our Civil Engineer, Warner, Cantrell & Padmos.

We have requested that they send the proper description to you under separate cover.

Sincerely,

Edward R. Corbett

Edward R. Corbett
Construction Coordinator

ERC/no

Copy: V. Sullivan
N. Levine
T. Cantrell
File

265911

MEMORANDUM

March 8, 1971

RE: North Park Place Apartments - Phase III

I contacted John Baum of Service Planning Department concerning the "as installed" prints for this job and why we had never received them. Mr. Baum explained to me that part of the job was done by Lou Belletini, engineer supervisor, Technical and Services Department of Transmission and Distribution Department. It was Mr. Bellentini' job to construct the new manholes required for this job and install the new duct runs. Mr. Belletini was able to furnish me prints of that work. However, Mr. Belletini and Mr. Baum both indicated that from our manholes into the customer's apartment building we had no prints showing the locations of these lines, the information being that our cable was pulled through the customer's existing conduit. The customer himself was not able to supply prints as to the exact location of this conduit. It is, therefore, impossible to prepare "as installed" drawings for this project for all of our equipment. We do have a blanket easement over the entire parcel of ground encompassed in this project and this was recorded. I reviewed the matter with Steve McNamee, who indicated since we could not get "as installed" prints, we should close the file with the blanket easements that we have.

P.A.M.

RECORDED RIGHT OF WAY NO. 26591

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

TO Engineering Coordinator Supervisor

DATE 6-25-70

TIME _____

RE: Underground Sewer - North Park Place, Phase 1, City of Southfield, Oakland
628 S.O.

City - Agreements and Easements obtained. O.K. to proceed with construction.

COPIES TO V. J. Andres 710 G.O.
John Baum - Pontiac

SIGNED _____

James J. Dushaloff
Law Department

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

245/11

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 23rd day of June, 1970 between North Park Place, a registered Michigan partnership, whose address is 16500 North Park Drive, Suite #100, City of Southfield, 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",

1-10
36

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as North Park Place Apts., Phase III, 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 to install its facilities for underground single & 3 phase electric service 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, 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 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
5. To remove at DEVELOPER's expense all trees, shrubbery or obstructions which may be necessary or required for installation of electric facilities in the easements provided to EDISON, and to provide for trenching at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.
6. DEVELOPER assures EDISON 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.

1970 JUL 9 PM 12 55
 OAKLAND COUNTY, MICHIGAN
 REGISTER OF DEEDS RECORDS
 RECORDED
 26591
 215

8. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON [REDACTED], 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 [REDACTED] upon receipt of a statement therefor. Further, that if the electric [REDACTED] utility facilities of EDISON [REDACTED], 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 [REDACTED] 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 [REDACTED] 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:

Sadie Madison
SADIE MADISON

Andrea Makar
ANDREA MAKAR

North Park Place, a registered Michigan Partnership
16500 North Park Drive, Suite #100
Southfield, Michigan

Robert C. Smith Partner

Vincent M. Sullivan Partner

Mary Lou Stickney
Mary Lou Stickney

Irene C. Kata
IRENE C. KATA

THE DETROIT EDISON COMPANY

By: R. O. DUKE DIRECTOR
Properties and Rights of Way Dept.

By: Lillian J. H. Carroll Asst. Secretary

[REDACTED]

RECORDED IN 1957 MAY 10. 26591