

Office Building
Covenants

LIBER 5726 PAGE 445

Name of Project:

Executive Office Park 71 69015

1-10
12

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", ~~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",~~ their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric ~~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 ~~EDISON~~ EDISON ~~located~~ situated in or on premises of the Grantor(s) shall at all times remain in EDISON ~~and~~ and shall be deemed to be personal property and shall not be deemed a part of the realty.
2. EDISON ~~and~~, 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 ~~facilities.~~ 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 ~~utility easements.~~ utility easements. No excavations for fences shall be allowed within the said utility easements provided for electric ~~lines in the property described herein.~~ 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 ~~shall~~ 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 ~~phase~~ ^{three} 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 planned "as installed" centerlines of easements granted as shown on the drawing attached hereto.

DE FORM LE 111
RECORDED
OAKLAND COUNTY REGISTERED RECORDS

1971 SEP 10 PM 3 39
Lynn D. Allen
CLERK

1970 DEC 3 AM 8 43
RECORDED
OAKLAND COUNTY REGISTERED RECORDS
Lynn D. Allen
CLERK

8.00

RECORDED RIGHT OF WAY NO. 87944

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

8. Land contract sellers herein shall have no 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) (has) have set (its) their hand(s) and seal(s) on this 14 day of December, 19 70.

In the presence of:

FIRST LAND CONTACT VENDEES

Shirley E. Mathison
Shirley E. Mathison

Albert B. Shulman
Albert B. Shulman

Dennis G. Dembs
Dennis G. Dembs

Della Shulman
Della Shulman

address: 30895 Southfield Rd., Southfield, Mi

Michael Roth
Michael Roth

Joseph Schwartzberg
Joseph Schwartzberg

Shirley E. Mathison
Shirley E. Mathison

Gladys Schwartzberg
Gladys Schwartzberg

address: 19319 Birch Ridge - Southfield, Mi.

Elease Barnard
Elease Barnard

Nelson Dembs
Nelson Dembs

Dennis G. Dembs
Dennis G. Dembs

Ann Dembs
Ann Dembs

address: 24370 Northwestern - Southfield, Mi

Elease Barnard
Elease Barnard

Jack Taylor
Jack Taylor

Michael Roth
Michael Roth

Sylvia Taylor
Sylvia Taylor

address: 30542 Southfield Rd - Southfield, Mi.

RECORDED RIGHT OF WAY NO. 37047

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

December 28, 1970

**Mr. Ronald M. Topper and
Mr. Joseph J. Greenberg d/b/a
Executive Office Park
17520 W. 12 Mile Road, Suite 114
Southfield, Michigan**

Re: **Executive Office Park**

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated December 17, 1970 for the underground electric and communication services for the above named project.

Very truly yours,



Stephen A. McNamee
Senior Staff Attorney

sa

Enclosure

RECORDED RIGHT OF WAY NO. 27047

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

September 2, 1971

Executive Office Park
17520 West Twelve Mile
Suite 114
Southfield, Michigan

RE: Executive Office Park

Gentlemen:

We are enclosing herewith a copy of the "as installed" Drawing No. OU2-3-2911 for the underground electric and communication services for the above named project.

Very truly yours,

P.A.M.

Peter A. Marquardt
Law Department

PAM:jpm

Enclosure

RECORDS CENTER
RECEIVED OCT 6 71
7:00 AM
CLASSIFIED

RECORDED RIGHT OF WAY NO. *2747*

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

TO John Baum - Pontiac Service Centre DATE 12-18-70 TIME _____

RE: UNDERGROUND SERVICE - Executive Office Park - Southfield - Oakland County

Agreements and easements obtained. OK to proceed with construction.

COPIES TO: _____

SIGNED

W. S. Fambrough
W. S. Fambrough
Staff Attorney

REPORT _____

DATE RETURNED _____

TIME _____

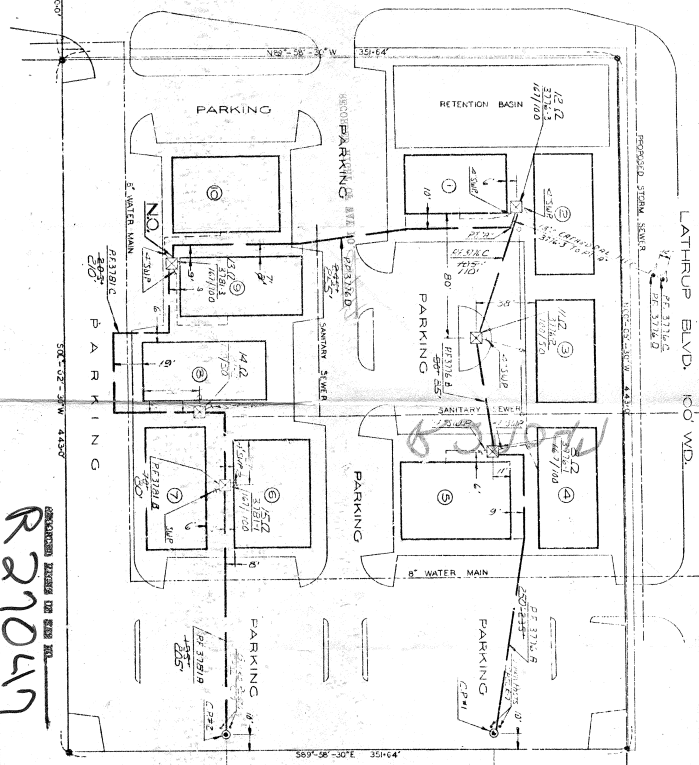
SIGNED _____

COM. SEC. 12
 SOUTH FIELD RD.
 LATHRUP BLVD. 100 WD.
 TWELVE MILE RD. 1130 WD
 SOUTH LINE OF SEC. 12 1/2
 120° 52' 30" W 1214.43'

LIBR 5726 PAGE 449
 SANDRINE M. AND JAMES J. SANDRINE
 15000 SANDRINE DRIVE, OAKLAND, CA 94643

LIBR 5726 PAGE 450
 SANDRINE M. AND JAMES J. SANDRINE
 15000 SANDRINE DRIVE, OAKLAND, CA 94643

LIBR 5726 PAGE 451
 SANDRINE M. AND JAMES J. SANDRINE
 15000 SANDRINE DRIVE, OAKLAND, CA 94643



R 27044

NO.	DESCRIPTION	DATE	BY	REVISION
1	ISSUED FOR PERMITS	11-27-01	W.D.	
2	REVISED TO SHOW AS NOTICED IN RECORD COMPACTS	12-14-01	W.D.	
3	REVISED TO SHOW AND 3781' E. PAUL ROAD 3781' 71' 0.00'S.	12-14-01	W.D.	

NO.	DESCRIPTION	DATE	BY	REVISION
4	DRYING/SHINING UTILITY EXECUTIVE OFFICE PARK	11-27-01	W.D.	
5	REVISED TO SHOW AND 3781' E. PAUL ROAD 3781' 71' 0.00'S.	12-14-01	W.D.	
6	REVISED TO SHOW AND 3781' E. PAUL ROAD 3781' 71' 0.00'S.	12-14-01	W.D.	

NOTE: CUSTOMER TO PROVIDE DUTY OF CO. PERMITS FOR M.B.T. CO. AND PRETRIAL BRIEFING.

NOTE: CHECK WITH CABLE ENGINEERING SUPERVISOR FOR R. SPEC.

TRANSFORMER DATA

LOT	TYPE	EDISON
3176-1	6271103	451-0515
3176-2	6271103	451-0515
3176-3	6271103	451-0515
3176-4	6271103	451-0515
3176-5	6271103	451-0515
3176-6	6271103	451-0515
3176-7	6271103	451-0515
3176-8	6271103	451-0515
3176-9	6271103	451-0515
3176-10	6271103	451-0515
3176-11	6271103	451-0515
3176-12	6271103	451-0515
3176-13	6271103	451-0515
3176-14	6271103	451-0515
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TRANSFORMER SPECS

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EDISON ONLY

CABLE SUMMARY

REMARKS

ITEM NO. # SPEC X3 1320 (13 500A) 11/03

CONSTRUCTION SUPERVISOR

D.E. CO. CLAYTON GOER TPO (M) 11/11 W.S.C.
 PHONE 925-2100 EXT. 3031

PERMITS REQUIRED

(FOR NOTIFICATION ONLY)

U.D. # 3678516

THE BERRY ENGINEERING GROUP

10000 SANDRINE DRIVE, OAKLAND, CA 94643
 (925) 434-7000
 FAX (925) 434-7001
 WWW.BERRYENGINEERING.COM

PROJECT BUREAU SYSTEM

EXECUTIVE OFFICE PARK
 10000 SANDRINE DRIVE, OAKLAND, CA 94643
 PART OF THE W/2 OF THE SW 1/4 SECTION 12 SOUTH-FIELD TWP OAKLAND CO. CALIF. 94643

DATE: 11-27-01
 DRAWN: W.D.
 CHECKED: W.D.
 SCALE: AS SHOWN

In the Presence of:

SECOND LAND CONTRACT VENDEE

Thomacine Smith
Thomacine Smith
Shelley Klein

Ronald M. Topper
 Ronald M. Topper

Joseph J. Greenberg
 d/b/a Executive Office Park
 17520 W. 12 Mile Rd., Suite 114
 Southfield, Michigan 48075

LAND CONTRACT VENDOR

~~Charles Choba~~
~~Elizabeth Choba~~
 address: _____

"APPENDIX A"

Land in the City of Southfield, Oakland County, Michigan, described as: Lots 103, 104, and 105, Bedford Villas No. 2, a subdivision of the South 54 acres of the West half of the Southwest quarter of Section 12, Town 1 North, Range 10 East, Southfield Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 55 of Plats, Page 55, Oakland County Records.

STATE OF MICHIGAN)
) SS.
 COUNTY OF Wayne)

On this 14 day of December, 1970, before me the subscriber, a Notary Public in and for said County, personally appeared Albert B. Shulman and Della Shulman, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

SHIRLEY E. MATHISON
 Notary Public, Wayne County, Mich.
 My Commission Expires Apr. 13, 1974
Shirley E. Mathison
 My Commission Expires _____ Notary Public, _____ County, Michigan

State of Michigan)
) SS.
 County of Wayne)

On this 14 day of December, 1970, before me the subscriber, a Notary Public in and for said County, personally appeared Joseph Schwartzberg and Gladys Schwartzberg, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

SHIRLEY E. MATHISON
 Notary Public, Wayne County, Mich.
 My Commission Expires Apr. 13, 1974
Shirley E. Mathison
 My Commission Expires _____ Notary Public, _____ County, Michigan

RECORDED RIGHT OF WAY NO. 871047

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

LIBER 5726 PAGE 448

On this 14 day of December, 1970, before me the subscriber, a Notary Public in and for said County, personally appeared Nelson Dembs and Ann Dembs, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

SHIRLEY E. MATHISON
Notary Public, Wayne County, Mich.

Shirley E. Mathison
Notary Public, _____ County, Michigan
1974

My Commission Expires My Commission Expires April 13, 1974

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 14 day of December, 1970, before me the subscriber, a Notary Public in and for said County, personally appeared JACK TAYLOR and SLYVIA TAYLOR his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

SHIRLEY E. MATHISON
Notary Public, Wayne County, Mich.

Shirley E. Mathison
Notary Public, _____ County, Michigan
1974

My Commission Expires My Commission Expires April 13, 1974

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 17th day of December, 1970, before me the subscriber, a Notary Public in and for said County, personally appeared RONALD M. TOPPER and JOSEPH J. GREENBERG d/b/a Executive Office Park, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Thomazine Smith
Thomazine Smith
Notary Public, Wayne County, Michigan
acting in Oakland County, Michigan

My Commission Expires Sept 30 1974

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

On this ___ day of _____, 1970, before me the subscriber a Notary Public in and for said County personally appeared ~~CHARLES CHOBA And ELIZABETH CHOBA~~, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

My Commission Expires _____

Notary Public _____ County, Michigan

PREPARED BY: William S. Fambrough
2000 Second Avenue
Detroit, Michigan 48226

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

RECORDED RIGHT OF WAY NO. 7707

1-10
12

AGREEMENT

THIS AGREEMENT, made this 17th day of December, 1970 between Ronald M. Topper and Joseph J. Greenberg d/b/a/ Executive Office Park of 17520 W. 12 Mile Road, Southfield, Michigan, Suite 114 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", ~~DETROIT EDISON COMPANY, a Michigan corporation, 551 West 1265 Cass Street, Detroit, Michigan 48226, hereinafter referred to as "EDISON".~~

WITNESSETH:

WHEREAS, DEVELOPER is developing ~~apartments~~ an office building to be known as Executive Office Park, 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~~ ^{to} install ~~their~~ facilities for underground three phase electric service ~~including~~ including necessary cable poles and above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made between DEVELOPER and EDISON ~~to~~, 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 ~~to~~ 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 ~~lines~~ lines.
5. To remove at DEVELOPER's expense all trees, shrubbery or obstructions which may be necessary or required for installation of electric ~~facilities~~ facilities in the easements provided to EDISON ~~to~~, and to provide for trenching at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.
6. DEVELOPER assures EDISON ~~to~~ 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.

Handwritten notes and signatures in the bottom left area.

*LYNN D. ALLEN
CLERK REGISTER OF DEEDS*

1971 JAN 8 PM 2 07

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

46 07575 RIGHT OF WAY NO. 57047

Handwritten mark or signature at the bottom right.

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 [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 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.

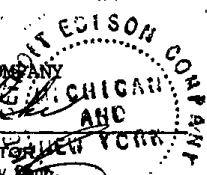
In the Presence of:

Thomacine Smith
Thomacine Smith
Shelley Klein
Shelley Klein

Ronald M. Topper
Ronald M. Topper
Joseph J. Greenberg
Joseph J. Greenberg
d/b/a Executive Office Park
17520 W. 12 Mile Rd., Suite 114
Southfield, Michigan 48075

Mary Lou Stickney
Mary Lou Stickney
Irene C. Kata
IRENE C. KATA

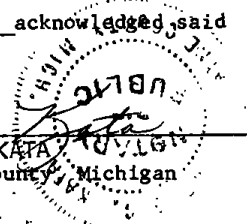
THE DETROIT EDISON COMPANY
By: [Signature]
R. Q. DUKE, DIRECTOR
Properties and Rights of Way Dept.
By: [Signature]
Lillian J. H. Carroll Assistant Secretary



RECORDED RIGHT OF WAY NO. 157047

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 22nd day of December, 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 instru-
ment 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. Kapa
IRENE C. KAPA
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

~~On this _____ day of _____, 19____, 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 cor-
poration, by authority of its Board of Directors, and _____
acknowledged said instrument to be the free act and deed of said corporation.~~

~~_____
Notary Public, Oakland County, Michigan~~

~~My Commission Expires: _____~~

RECORDED RIGHT OF WAY NO. 87047

STATE OF MICHIGAN)
) SS.
COUNTY OF *Wayne*)

On this 17th day of December, 1970, before me the subscriber, a Notary Public in and for said County, personally appeared RONALD M. TOPPER and JOSEPH J. GREENBERG d/b/a/ Executive Office Park, known to me to be the persons who executed the forgoing instrument and acknowledged the same to be their free act and deed.

Thomazine Smith
Thomazine Smith
Notary Public, *Wayne* County, Michigan
acting in *Oakland* County, Mich
My Commission Expires *Sept. 30, 1974*

APPENDIX "A"

Land in the City of Southfield, Oakland County, Michigan, described as: Lots 103, 104, and 105, Bedford Villas No. 2, a subdivision of the South 54 acres of the West half of the Southwest quarter of Sec. 12, Town 1 North, Range 10 East, Southfield Township, Oakland County Michigan, according to the plat thereof as recorded in Liber 55 of Plats, Page 55, Oakland County Records.

PREPARED BY: William S. Fambrough
2000 Second Avenue
Detroit, Michigan 48226

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

RECORDED
INDEXED
OF WAY NO. 37047

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 6, 1970

Messrs. R. M. Topper &

J. H. Greenberg d/b/a

Executive Office Park

17520 W. 12 Mile Rd., Suite 114

Southfield, Michigan.

Re: Executive Office Park

Enclosed is the 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.

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:

William S. Fambrough, Staff Attorney, Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2571).

Very truly yours,


William S. Fambrough
Staff Attorney

: ss
Enclosures

RECEIVED BY MAIL NO. 57047

THE DETROIT EDISON COMPANY

OAKLAND DIVISION
Service Planning Department

DIVISION OFFICE
86 W. HURON STREET
PONTIAC 14, MICHIGAN

November 30, 1970

R. M. Topper & J. J. Greenberg
17520 W. 12 Mile Road
Southfield, Michigan 48075

RE: Executive Office Park
12 Mile and Lathrup Street
City of Southfield, Oakland

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 \$2000.00 based on 1000 estimated trench feet at the rate of \$2.00 per trench foot. This estimated cost is based on the location of lines and equipment as shown on the combined utility plan as approved on 10-8-70. Upon completion, field measurements may require an adjustment in this cost figure.

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, employes, 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,

John Baum

J. Baum
Service Planner

ACCEPTED

Ronald M. Topper

Ronald M. Topper

DATE: 12-17-70

RECORDED RIGHT OF WAY NO. 27047