

EASEMENT AND RESTRICTION

1-10
25

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby grants and conveys easements 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, its successors and assigns, to construct underground line facilities for the purpose of providing underground electric service including underground cables and equipment and above ground switching equipment, in, under, upon, over and across property in the City of Southfield, County of Oakland, State of Michigan, described as:

Part of the SE 1/4 of Sec. 25, T1N, R10E, City of Southfield, Oakland County, Michigan being described as: Beginning at a point, said point being N 0°18'23" w., 60.0 ft. and N 89°33'07" E., 1960.74 ft. and N 0°32'06" W., 1091.20 ft. from the S 1/4 corner of Sec. 25, T1N, R10E, thence S. 89°33'07" W., 269.0 ft.; thence N 0°32'06" W., 360.0 ft. to the S Line of Providence Drive (120 ft. wide); thence N 89°33'07" E., 269.0 ft; thence S 0°32'06" E., 360.0 ft. to the point of beginning. Containing 2.223 acres more or less.

with full right of ingress and egress upon the said premises to employes or appointees of the grantee to construct, reconstruct, repair, operate and maintain said line facilities.

The easements herein granted shall be twelve (12') feet in width in accordance with Detroit Edison Drawing No. 6454 which is attached hereto and made a part hereof.

RESTRICTION

No shrubs or foliage shall be permitted on grantor's property within five (5') feet of the front door of outdoor switching cabinets.

The easements and restriction herein granted shall run with the land and shall not be subject to termination without the consent of the utility concerned.

IN WITNESS WHEREOF, the undersigned has set its hand and seal on this 3rd day of DECEMBER, 1970.

In the Presence of
Maurice Jobbin
Raymond F. Williams
RAYMOND F. WILLIAMS
LYNN ALLEN
GLEN R. BOSTER
D. J. STEWART

DEC 21 AM 11 25

PDT, Inc., a Michigan corporation
15801 Providence Dr., Southfield, Mich.
BY: Malcolm Z. Leventen
BY: Malcolm Z. Leventen

RECORDED RIGHT OF WAY NO. 27794

Handwritten notes and signatures at the bottom right of the page, including a date of 12-22-70 and a monetary value of 4.00.



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

December 10, 1979

Providence Towers Condominiums
25130 Southfield Road
Southfield, Michigan 48075

Attention: Mr. Melvin M. Kaftan

Dear Mr. Kaftan:

Your letter dated October 19, 1979, requesting an encroachment permit for car ports on a Detroit Edison Easement, has been reviewed.

Unfortunately, we must object to this encroachment on the grounds that it may interfere with future maintenance of our underground facilities in that easement.

We're sorry your inquiry could not have been more favorable.

Thank you for your patience and cooperation.

Sincerely,

Barbara A. Mention
RE & R/W Coordination

BAM:mak

7699

Detroit
Edison

DATE: December 7, 1979
TO: L. G. Sundstrom
FROM: J. A. Robertson *J*
SUBJECT: Encroachment Permit
Item #9-11-7

We object to the request from Mr. M. Kaftan of Providence Towers Condominiums, for permission to construct carports within out Easement as recorded in Liber 5803, Page 771 OCR.

We must object to this encroachment on the grounds that it may interfere with future maintenance of our underground plant in that easement.

JAR/mir
cc: File

RECORDED
INDEXED
MAY NO. 27 1979

Detroit
Edison

Date: November 14, 1979

To: B. A. Mention
Real Estate Coordination Specialist

From: L. J. Haycock, Supervising Engineer
Equipment and Methods Section *LJH*

Subject: Encroachment Permit for Car Ports
SE $\frac{1}{4}$, Section 25
City of Southfield, Oakland County

The attached inquiry from Melvin M. Kaftan, requesting an encroachment permit for car ports on a Detroit Edison easement, has been reviewed.

The System Engineering Department has no objections to granting this permit. There are no transmission facilities in this area.

The Oakland Division must be contacted for their recommendations.

Approved:

W. J. Kaczor
Walter J. Kaczor, Director
Stations Engineering Division

DH:11b
Attachments
cc: File 9-11-7

RECORDED RIGHT OF WAY NO. 27997

CUSTOMER Providence Drive Tower

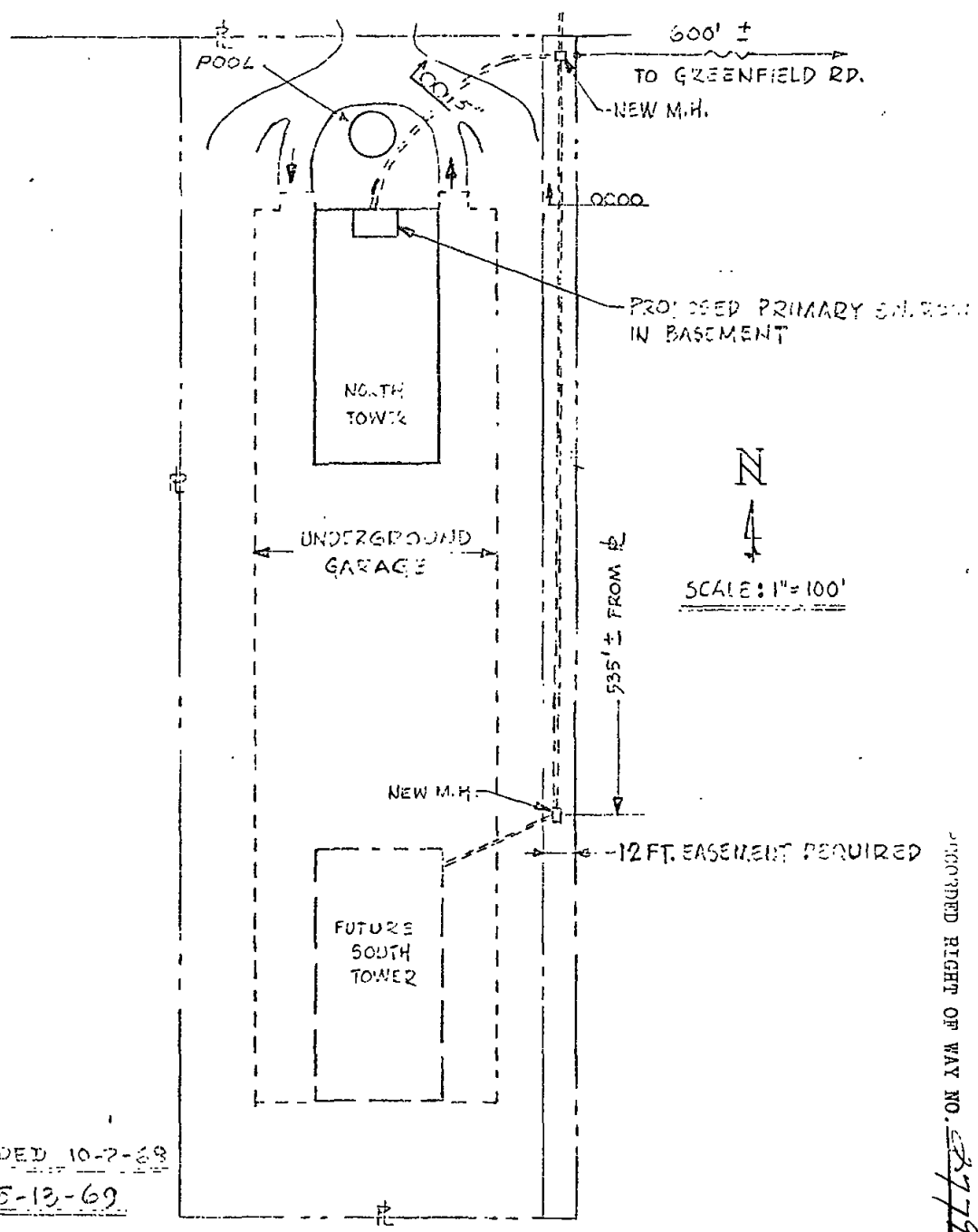
DATE July 11, 1968

LOCATION Providence Dr. W. of Greenfield

CITY OR TWP Southfield

co. Oakland

PROVIDENCE DRIVE



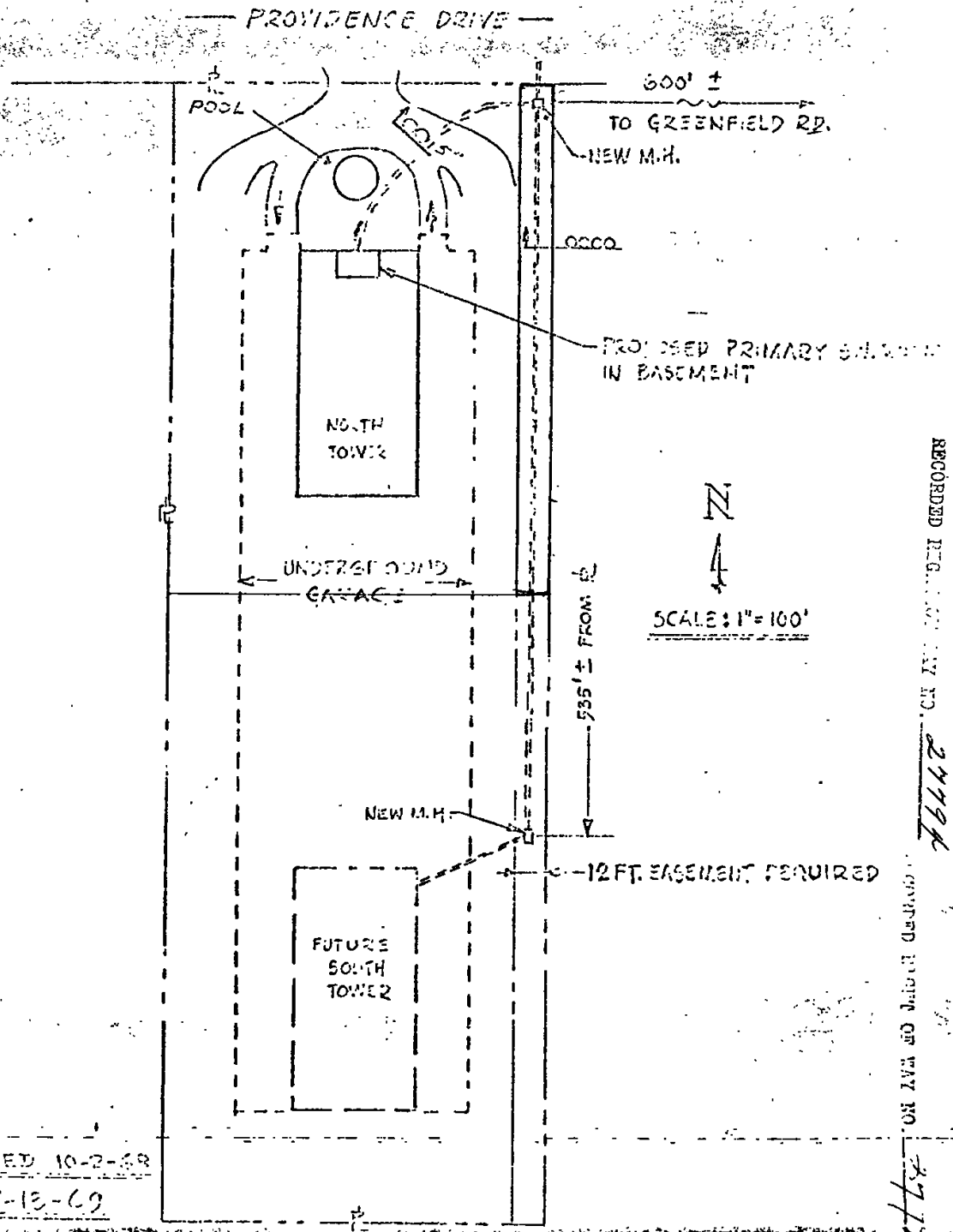
SERVICE ADDED 10-2-68
REVISED 5-13-69

RECORDED RIGHT OF WAY NO. 27797

5803 773
PAGE 110

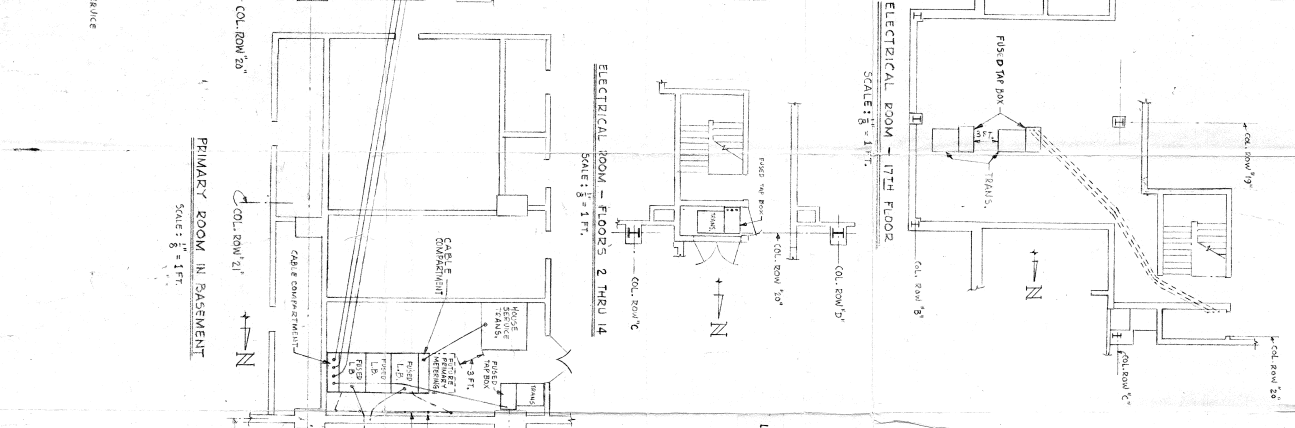
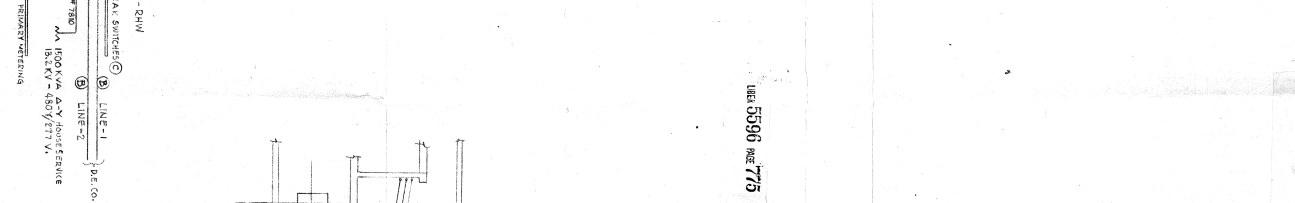
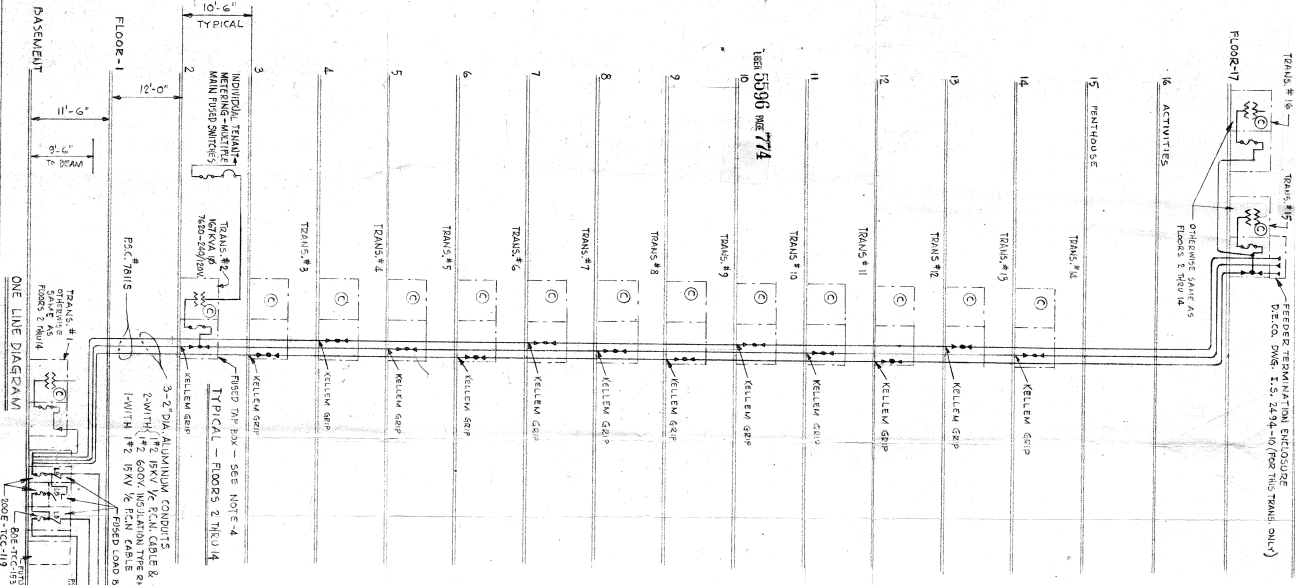
LIBRARY NO. 5803 773
DATE July 11, 1968
PROVIDENCE DRIVE POWER
CITY OR TWP PROVIDENCE CO CT
LOCATION

EXHIBIT "A"



SERVICE ADDED 10-2-68
REVISED 8-13-69

RECORDED REG. NO. 24797
RECORDED MAP NO. 2777



LEGEND

- ⊕ = CABLE FURNISHED & INSTALLED BY D.E.CO., TERMINATIONS AT SWITCHGEAR BY D.E.CO. CONTRACTOR - 3" x 1/2", 1/2" P.C.N. CONDUIT TO BE BY CUSTOMER.
- ⊙ = FURNISHED & INSTALLED BY D.E.CO. CONTRACTOR
- ⊗ = CABLE FURNISHED, INSTALLED & TERMINATED BY D.E.CO. CONTRACTOR

NOTES

- 1.- ALL CONDUIT BY CUSTOMER'S CONTRACTOR.
- 2.- ALL WORK FROM SECONDARY TERMINALS OF TRANSFORMERS TO BE DONE BY CUSTOMER'S CONTRACTOR. MAXIMUM SECONDARY WIRE SIZE: 400 AMPERE BUSBAR 1/2" OR 800 AMPERE BUSBAR 1/2" OR 1" TO BE COPPER CONDUCTOR.
- 3.- ALL CABLES FURNISHED BY D.E.CO., CONTRACTOR
- 4.- FUSED TAP BOXES TO BE CONSTRUCTED ACCORDING TO D.E.CO. DWGS. 15-2494-1A & 15-2494-2A & 15-2494-6. FUSES TO BE 400 A.M.P. CL-15 CURRENT LIMITING FUSE 1/4" DIA. 400 A.M.P. BREAK SWITCH FUSES - ALL 50 C. 5M-4. SEE 5596 REG 777 FOR FUSE SIZES TO BE PROVIDED WITH EACH SWITCH. FUSE SIZES - SEE ONE LINE DIAGRAM THIS DWG.
- 5.- LOAD BREAK SWITCH FUSES - ALL 50 C. 5M-4. SEE 5596 REG 777 FOR FUSE SIZES TO BE PROVIDED WITH EACH SWITCH.

REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/55	ISSUED FOR CONSTRUCTION

PROJECT INFORMATION

PROJECT NO. 5596 REG 770
 PROJECT NAME: TENANT METERING - PRIMARY DISTRIBUTION PROVIDENCE DRIVE TOWERS (AKA OF GREENFIELD)
 LOCATION: SOUTHFIELD, OKLAHOMA CO., OKLAHOMA
 DRAWING NO. 5596 REG 770
 SHEET NO. 5596 REG 770

✓
110
25

AGREEMENT

THIS AGREEMENT, made this 310 day of December, 1970, by and between PDT, Inc., a Michigan corporation, 15801 Providence Drive, 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".

W I T N E S S E T H

WHEREAS, DEVELOPER has developed a high rise apartment known as Providence Drive Towers situated in land in the City of Southfield, County of Oakland, State of Michigan, described as:

Part of the SE 1/4 of Sec. 25, T1N, R10E, City of Southfield, County of Oakland, Michigan, being described as: Beginning at a point, said point being N 0°18'23" W., 60.0 ft. and N 89°33'07" E., 1960.74 ft. and N 0°32'06" W., 1091.20 ft. from the S 1/4 corner of Sec. 25, T1N, R10E, thence S 89°33'07" W, 269.0 ft thence N 0°32'06" W., 360.0 ft. to the S. Line of Providence Drive (120 ft. wide); thence N. 89°33'07" E., 269.0 ft. thence S 0°32'06"E., 360.0 ft. to the point of beginning. Containing 2.223 acres, more or less.

AND, WHEREAS, DEVELOPER desires that EDISON install its electric service in said high rise apartment and underground electric service leading to said apartment including the necessary above ground facilities of EDISON necessary for said underground service.

NOW, THEREFORE, in consideration of mutual promises and covenants herein made between DEVELOPER and EDISON, it is hereby agreed as follows:

RESPONSIBILITY OF DEVELOPER

1. DEVELOPER hereby grants to EDISON the right to install and maintain its primary cables, transformers and meters in Providence Drive Towers at the floor locations shown on attached Drawing of The Detroit Edison Company No. 5PC-4808
2. DEVELOPER will furnish easements, satisfactory to EDISON for the installation and maintenance of EDISON's underground lines, outdoor switch cabinets and pad mounted transformers as indicated on Detroit Edison Drawing No. 6454.

RECORDED RIGHT OF WAY NO. 27794

13.00

3. Such easements must have finished grade prior to installation of EDISON's underground lines and above ground related facilities so that the electric distribution service can be properly installed in relation to finished grade.

4. Furnish, install and maintain that portion of the underground cable duct in the easements granted to EDISON leading from the property line to the apartment building.

5. Provide to EDISON a room satisfactory to EDISON for its transformer and meters, without rental, on each floor of high rise apartment.

6. Furnish, install, and maintain all secondary service and conduit from transformer on each floor to point of tenant's service.

7. Furnish, install and maintain concrete pads, satisfactory to EDISON, for outdoor switch cabinets and pad mounted house service transformer.

8. Provide necessary floor cavities for a clear route within the apartment building for conduit and primary cable of EDISON.

9. Furnish and install and maintain Yale cylinder locks in doors of lock transformer-meter room, keyed to code 7623 and 5367.

10. DEVELOPER agrees to be metered as secondary customer for building services.

11. DEVELOPER further agrees that if subsequent to the installation of EDISON's service facilities in land or building of DEVELOPER herein described it is necessary to move, modify, rearrange or relocate any of its facilities to conform to new plans of DEVELOPER, or changes of outside grade made by DEVELOPER, DEVELOPER will pay forthwith the cost and expense of EDISON to move, modify or rearrange or relocate its facilities.

12. DEVELOPER further agrees that if the electric facilities of EDISON are damaged by acts of negligence on the part of DEVELOPER or subsequent owners, or by contractors engaged by DEVELOPER or subsequent owners, repairs shall be made by EDISON at the cost of DEVELOPER or subsequent owners, as the case may be, and shall be paid forthwith to EDISON upon receiving a statement therefor.

13. It is understood and agreed that the title to all primary cables, switching equipment, transformers, conduit for EDISON's primary cables in apartment building and meters of EDISON situated in or on the premises of DEVELOPER shall be deemed to be personal property and shall not be deemed part of the realty.

14. DEVELOPER will arrange for installation and maintenance of primary cable ducts within the apartment without cost to EDISON.

RESPONSIBILITY OF EDISON

1. EDISON will own, furnish, install and maintain all primary cables, transformer and switch gear in outdoor trench, and in the ducts of DEVELOPER.

2. EDISON will furnish multiple socket meter assemblies to DEVELOPER for DEVELOPER's installation.

3. EDISON agrees that during the period its transformers, switch gear meters and equipment remain on the premises it will enter such personal property in its own name and pay any taxes levied upon or against said personal property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this 3rd day of December, 1970.

In the Presence of:

Maurice Jobbins
Maurice Jobbins
Raymond F. Williams
RAYMOND F. WILLIAMS

Mary Lou Stickney
Mary Lou Stickney
Irene C. Kaya
IRENE C. KAYA

STATE OF MICHIGAN)
) SS.
COUNTY OF)

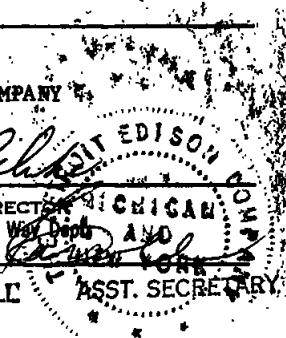
PDT Inc., a Michigan corporation
15801 Providence Dr., Southfield, Mich.

BY: Malcolm Z. Leventen - President
Malcolm Z. Leventen

BY: _____

THE DETROIT EDISON COMPANY

BY: _____
R. Q. DUKE, DIRECTOR
Properties and Rights of Way Dept. AND
BY: Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY



On this 3rd day of December, 1970, before me the subscriber, a Notary

Public in and for said County, appeared MALCOLM Z. LEVENTEN

to me personally known, who being by me duly sworn did say ~~they are~~ ^{HE IS} the PRESIDENT

~~and~~ _____ of PDT, Inc., 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

Malcolm Z. Leventen acknowledged said instrument to be the

free act and deed of said corporation.

My Commission Expires Sept. 11, 1973 Notary Public, Oakland County, Michigan

Maurice Jobbins
Acting in Wayne County, Mich.

RECORDED RIGHT OF WAY NO. 27794

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 8th 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 / and ^{Dept.} 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. Kata
IRENE C. KATA
Notary Public, Wayne County, Michigan
My Commission Expires June 24, 1972

RECORDED MICHIGAN
REGISTER OF DEEDS RECORDS
OAKLAND COUNTY
1970 DEC 16 AM 9 39
James C. Wetzel
CLERK REGISTER OF DEEDS

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. 27794

Detroit
Edison

REAL ESTATE AND RIGHTS OF WAY DEPARTMENT

Date: February 8, 1980

To: Elaine Ryan
Records Center

From: Barbara A. Mention *BAM*
RE & R/W Department

Subject: Encroachment Permit to Providence Towers from
The Detroit Edison Company - Part of the SE $\frac{1}{4}$
of Section 25, City of Southfield, Oakland
County, Michigan - Item No. 9-11-7

Attached for the Records Center are papers related to the above-mentioned permit to be added to the Records Center.

This permit was granted for the purpose of building car-ports on a portion of a Company easement.

Please incorporate these papers in Records Center Right of Way File No. 27794.

BAM:mak

Attachments

cc: D. Hallman
L. P. Lucas
J. A. Robertson

27794



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-9000

February 1, 1980

Providence Towers
25130 Southfield Road
Southfield, Michigan 48075

Greetings:

Pursuant to your request, The Detroit Edison Company, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, being the owner of an easement in the City of Southfield, does hereby grant you a permit for the purpose of building carports on a portion of said property as indicated in red on the attached drawing marked Exhibit "A", upon the following terms and conditions:

1. It is understood and agreed that this permit is personal unto you and is not to be construed as giving any general rights to the public. This permit is being granted voluntarily by Edison and gives no rights which may be considered adverse.
2. The right to use the above lands for the aforesaid purposes shall be subject to the paramount rights of The Detroit Edison Company to construct, operate and maintain lines for the transmission and distribution of electricity and Company communication facilities.
3. The Detroit Edison Company shall not be liable to you for any damage whatsoever in the event that your use of said premises is impaired or terminated, and this permit is granted on condition that your presence on said land shall be at your sole risk.
4. The permit is granted on condition that you shall and will at all times hereafter indemnify and hold Edison and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, or property or both, arising directly or indirectly out of or in connection with your or any of your contractors use of the premises under this permit, to which Edison or any of its officers, agents or employes may be subject or put by reason of any act, action, negligence or omission on the part of you, your contractors or any of your officers, agents and employes.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge, or expense covered by your foregoing indemnity should be brought against Edison or any of its officers, agents, or employes, you covenant and agree to assume the defense thereof and defend the same at your own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by, or obtained against Edison or any of its officers, agents, or employes in such suits

RECORDED & INDEXED
27794

Detroit
Edison

Date: January 7, 1980
To: L. G. Sundstrom
From: J. A. Robertson *JAR*
Subject: Encroachment Permit
Item #9-11-7

Reference is made to our memo dated December 7, 1979 in which we objected to the request of Mr. M. Kaftan of Providence Towers Condominiums.

Please be advised that Oakland Division would like to change our response regarding the above mentioned request.

We have no objection to the construction of carports over our easement providing the following conditions are adhered to:

1. That the manholes be kept free of any building or other obstruction within a 50 foot radius.
2. That provisions be made for ingress and egress of Detroit Edison Company's equipment; i.e. trucks, cranes, etc., to both manholes in the conduit run.
3. That grade over our conduit must not be re-cut any lower than present grade.
4. Any building that is done over our conduit will have to be coordinated with "Miss Dig".

JAR/ljs
CC: File

RECORDED FILED OF MAY 10. 27994