

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 10th day of June, 19 68,
between H. D. Anderson and Virginia M. Anderson, his wife, AND Fred L. Kirchner and
Eileen K. Kirchner, his wife, both of 239 S. Woodward, Birmingham, Michigan
hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York
corporation, 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 _____
Townsend Apartments, on land in the Village of Birmingham,
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 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 record 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 and after 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 may cross but may not be installed within the easements used for electric and communication lines.

RECORDED RECIPIENT OF WAX NO. 25733

Handwritten notes:
Sec. 36
11/27/68
11/28/68
11/29/68

5. To remove at DEVELOPER'S expense all trees, shrubbery or obstruction 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 trench at DEVELOPER'S expense in accordance with a separate letter agreement between DEVELOPER and EDISON.

6. To locate the trenches in the easements and to backfill in accordance with specifications of the utilities. 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.

8. At DEVELOPER'S expense, as and wherever required by BELL, to place conduit within the land described in Appendix "A" for telephone facilities.

9. 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 for any cause or changes attributable to public authority having jurisdiction or to 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 therefore. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or their successors or assigns and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, or by contractors engaged by DEVELOPER of their successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or their successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or their successors and assigns upon receiving a statement therefore.

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, 8 and 9), their electric and communication facilities in the private easements located in the above described lands. Provided, however, should the above described installations of the utilities be damaged by acts of negligence on the part of DEVELOPER or their contractors or assigns, repairs shall be made at the cost and expense of the

RECORDED
RIGHT OF WAY NO. 25133

DEVELOPER or their successors or assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or their successors or assigns upon receiving a statement therefore.

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 and seals the day and year first above written.

In the Presence of:

Stephen A. McNamee
Stephen A. McNamee

Irene C. Kata
IRENE C. KATA

Barbara D'Agostino
BARBARA D'AGOSTINO

Carol A. Moore
CAROL A. MOORE

THE DETROIT EDISON COMPANY

By: R. Q. Duke
R. Q. DUKE, DIRECTOR
Properties and Rights of Way Dept.

By: Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By: Paul T. Hall
Staff Supervisor, Right of Way
(Authorized signature)

APPENDIX "A"

Lot 45, including the adjoining $\frac{1}{2}$ of vacated public alley on the East thereof, and Lot 46 including the E. $\frac{1}{2}$ of vacated adjacent alley thereof, of Castle's Addition to the Village of Birmingham, being a part of the N.W. $\frac{1}{4}$ of Sec. 36, T2N, R10E, Oakland Co., Michigan, according to the plat thereof as recorded in L. 3 of Flats, Page 9, Oakland Co. Records.

IN THE PRESENCE OF:

Watson N. Spelstra

H. D. Anderson
H. D. Anderson

Josephine S. Bettinger

Virginia M. Anderson
Virginia M. Anderson, his wife

Ernest B. Lyon

Fred L. Kirchner
Fred L. Kirchner

Patricia Ann Carsaut

Eileen K. Kirchner
Eileen K. Kirchner, his wife

ALL OF: 239 S. Woodward
Birmingham, Michigan

STATE OF MICHIGAN
COUNTY OF Oakland SS

On this 10th day of June, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared H. D. ANDERSON and VIRGINIA M. ANDERSON, his 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: Aug. 22, 1971

Josephine S. Bettinger
Notary Public
Oakland Co., Michigan

STATE OF MICHIGAN
COUNTY OF Oakland SS

On this 10th day of June, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared FRED L. KIRCHNER and EILEEN K. KIRCHNER, his 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: Aug. 22, 1971

Josephine S. Bettinger
Notary Public
Oakland Co., Michigan

RECORDED RIGHT OF WAY NO. 25138

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 14th day of June, 1968, 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, Properties & Rights of Way and an Assistant Secretary
Dept.
of THE DETROIT EDISON COMPANY, a New York 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 R. Q. Duke and
Lillian J.H. Carroll acknowledged said instrument to be the free
act and deed of said corporation.

My Commission expires: July 9, 1968

Irene C. Kata
Notary Public IRENE C. KATA

Wayne County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 12th day of June, 1968, 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 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

MELFORD HARTMAN
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 3, 1971

_____ County, Michigan

RECORDED RIGHT OF WAY NO. 25133

25/33

APARTMENTS

Name of Project:
Townsend Apartments

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 an area 6 feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. OU2-3-2120, but the location of which shall be shown on revised drawings "as installed", which drawings shall be attached hereto and made a part hereof subsequent to installation and prior to recording. Said easements are located in land in the Village of Birmingham, 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 cables, communication cables, secondary service pedestals, switching equipment, transformers, meters, meter enclosures and equipment 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 described above.
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 utility easements hereinabove described. No excavations for fences shall be allowed within the utility easements in the property described herein. Except as provided herein, the Grantors shall have the right to make any other use of the land subject to such

RECORDED RIGHT OF WAY NO. 25/33

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 hereinabove described.

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. The Grantor(s) and all subsequent owners shall own, install, maintain and replace their single phase electric service conductors.

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. 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.

9. 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.

10. 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 their hands and seals on this 10th day of June, 1968

APPENDIX "A"

Lot 45, including the adjoining $\frac{1}{2}$ of vacated public alley on the East thereof, and Lot 46 including the East $\frac{1}{2}$ of vacated adjacent alley thereof, of Castle's Addition to the Village of Birmingham, being a part of the N.W. $\frac{1}{4}$ of Sec. 36, T2N, R10E, Oakland County, Michigan, according to the plat thereof as recorded in Liber 3 of Plats, Page 9, Oakland County Records.

RECORDED RIGHT OF WAY NO. 26733

IN THE PRESENCE OF:

Watson N. Spoelstra

H. D. Anderson
H. D. Anderson

Josephine S. Bettinger

Virginia M. Anderson
Virginia M. Anderson, his wife

Ernest B. Ryan

Fred L. Kirchner
Fred L. Kirchner

Patricia Ann Corsaut

Eileen K. Kirchner
Eileen K. Kirchner, his wife

ALL OF: 239 S. Woodward
Birmingham, Michigan

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

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My Commission expires: Aug. 22, 1971

Josephine S. Bettinger
Notary Public

Oakland Co., Michigan

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

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My Commission expires: Aug. 22, 1971

Josephine S. Bettinger
Notary Public

Oakland Co., Michigan

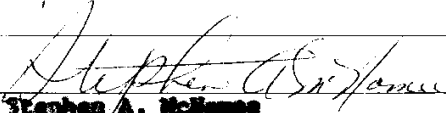
RECORDED RIGHT OF WAY NO. 85733

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

TO Engineering Coordinator Supervisor DATE 6-14-68 TIME _____
1901 : ms - Room 136
Re: Underground Service - Townsend Apartments - Village of Birmingham
Oakland County

Agreement - easement obtained by M.B.T.

OK to proceed with construction.

COPIES TO R. Olson - 1901 Second - Rm. 184 SIGNED 
H. W. Friabe - 728 G.O. Stephen A. McNamee
REPORT Al Lee - Marketing - Pontiac Service Center Staff Attorney
File Law Department

DATE RETURNED _____ TIME _____ SIGNED _____

25133

April 12, 1968

Paul H. Johnson, Inc.
19600 W. McNichols
Detroit, Michigan

Re: Townsend Apartments
559 Townsend Avenue
City of Birmingham
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 \$162.00 based on 120 estimated trench feet at the rate of \$1.35 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on March 5, 1968. Any changes in these locations may require an adjustment in the cost figures. An additional charge will be made if boring under pavement, etc., is required or sand backfill is requested.

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,

Floyd W. Sell

Floyd W. Sell
Asst. Division Manager

ACCEPTED

Paul H. Johnson
F. H. K...

Date: 6/8/68

RECORDS CENTER
RECEIVED AUG 6 1968
TICKET MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 25133