

2-11
29

APARTMENTS

Name of Project:

Somerset Park Apartments
Phase IV

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

66 47230

THE UNDERSIGNED, hereinafter called "GRANTOR", 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 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", 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 six (6') feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. OU2-4-1703, 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 City of Troy, 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:

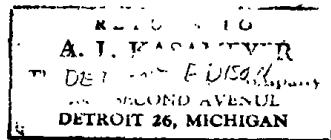
1. It is understood and agreed that the title to all primary and secondary electric cables, communication cables, secondary service pedestals, switching equipment, transformers, meters, meter enclosures and equipment of either EDISON or BELL situated in or on premises of the Grantor(s) shall at all times 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 employees, 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 (except line fences), no changes of finished grade shall be allowed within the utility easements hereinabove described. Except as provided herein,

RECORDED RIGHT OF WAY NO. 23452

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1033-1035
7-9 15-17

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- 1 -



Somerset Park Apts.

600

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 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

1st day of June, 1966.

John A. [Signature]

1966 JUL 15

DECLARATION FOR REGISTER OF MICHIGAN

A. L. KASABLYER
The Detroit Edison Company
200 W. WOODWARD AVENUE
DETROIT 26, MICHIGAN

RECORDED RIGHT OF WAY NO. 23752

APPENDIX A

All or part of Lots 1033-1035 incl. of Pembroke Manor Sub. No. 3 (L. 46, P. 44, O.C.R.) and all or part of Lots 7-9 incl. 6 Lots 15-17 incl. of Supervisor's Plat No. 16 (L. 55, P. 10, O.C.R.), all being part of the N.E. 1/4 of Sec. 29, T.2N., R.11E., City of Troy, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is N 87°17'30" W 315.59 ft. along the E & W 1/4 line of Section 29, from the center post of Section 29, T.2N., R.11E.; thence along the E & W 1/4 line of Section 29 N 87°17'30" W 1000.00 ft. and S 89°43'14" W 144.82 ft.; thence N 22°12'30" E 39.12 ft.; thence Northeasterly 64.59 along a curve concave to the Southeast (Radius of 100.65 ft., central angle of 36°46'00", chord bears N 40°35'30" E 63.48 ft.); thence N 58°58'30" E 268.00 ft.; thence Easterly 595.55 ft. along a curve concave to the South (Radius of 640.00 ft., central angle of 53°19'00", chord bears N 85°38'00" E 574.30 ft.); thence S 67°42'30" E 204.30 ft.; thence Easterly 112.18 ft. along a curve concave to the North (Radius of 1200.00 ft., central angle of 05°21'23", chord bears S 70°23'11" E 112.14 ft.); thence S 02° 42'30" W 197.91 ft. to the point of beginning. (6.606 Acres)

Prepared By: Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: HAROLD J. PINALES
2000 SECOND AVENUE - RM. 226
DETROIT, MICHIGAN 48226

RECORDED
23753

"APPENDIX A"

All or part of Lots 1033-1035 inclusive of Pembroke Manor Subdivision No. 3 (Liber 46, Page 44, Oakland County Records) and all or part of Lots 7-9 inclusive & Lots 15-17 inclusive of Supervisor's Plat No. 16 (Liber 55, Page 10, Oakland County Records), all being part of the Northeast 1/4 of Section 29, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as follows:

Beginning at a point which is North 87°17'30" West 315.52 feet along the East and West 1/4 line of Section 29, from the center post of Section 29, Town 2 North, Range 11 East; thence along the East and West 1/4 line of Section 29 North 87°17'30" West 1000.00 feet and South 89°43'14" West 144.82 feet; thence North 22°12'30" East 39.12 feet; thence Northeasterly 64.59 along a curve concave to the Southeast (Radius of 100.65 feet, central angle of 36°46'00", chord bears North 40°35'30" East 63.48 feet); thence North 58°58'30" East 268.00 feet; thence Easterly 595.55 feet along a curve concave to the South (Radius of 640.00 feet central angle of 53°19'00" chord bears North 85°38'00" East 574.30 feet); thence South 67°42'30" East 204.30 feet; thence Easterly 112.18 feet along a curve concave to the North (Radius of 1200.00 feet, central angle of 05°21'23", chord bears South 70°23'11" East 112.14 feet); thence South 02°42'30" West 197.91 feet to the point of beginning. (6.606 Acres)

In the Presence of:

Shirley Shopnick
Norman J. Cohen

JUN 15 1966
NOTARY PUBLIC
STATE OF MICHIGAN

BILTMORE DEVELOPMENT COMPANY
a Michigan Limited co-partnership
22100 Greenfield Road
Detroit, Michigan, 48237

By: Samuel Frankel General Partner
By: Phillip Stollman General Partner

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

On this 1st day of June, 1966, before me, a Notary

Public in and for said County, personally appeared Samuel Frankel
and Phillip Stollman, Partners doing business as BILTMORE DEVELOPMENT
COMPANY, a Michigan limited co-partnership, to me known and who executed the within
instrument and acknowledged the same to be their free act and deed for the co-partnership.

Norman J. Cohen
Notary Public, Oakland County, Michigan

My Commission expires: June 1st, 1969

PREPARED BY: Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan, 48226

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

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

TO S. J. [unclear] - 616 G. S.

DATE 4/10/55

TIME _____

Re: Employment Service - General Post Application, Phase 4, Troy, Michigan

The developer has executed the necessary contracts and agreements. It is now in order to proceed with construction.

COPIES TO: A. E. [unclear] - 1971 General - No. 104

SIGNED _____

E. [unclear] - 1971 General - No. 106

Walter W. [unclear]
State Attorney
Law Department

REPORT H. T. [unclear] - 714 G. S.

H. P. [unclear] - 720 G. S.

A. E. [unclear] - [unclear] - [unclear] Service Center

A. A. [unclear], Jr., [unclear] - [unclear] Service Center

File

DATE RETURNED _____

TIME _____

SIGNED _____

RECORDED RIGHT OF WAY NO.

28762

May 19, 1966

Biltmore Development Company
22100 Greenfield Road
Detroit, Michigan 48237

Re: Somerset Park Apartments
Phase IV
City of Troy
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 \$2310.00 based on 1540 trench feet at the rate of \$1.50 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on February 23, 1966. 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 ground 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.

RECORDED
FRONT OF
MAY NO. 23452

Biltmore Development Company

-2-

May 19, 1966

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.

Very truly yours,

Floyd W. Sell

Floyd W. Sell
Asst. Division Manager

ACCEPTED

Samuel J. ...
Phyllis ...

Date: 4/2/66

RECORDED ... 23752

AGREEMENT

66 46431

2-11
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THIS AGREEMENT, made this 10th day of June, 1966

between BILTMORE DEVELOPMENT COMPANY, a Michigan limited co-partnership
22100 Greenfield Road, Detroit, Michigan 48237

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 _____
Somerset Park Apartments Phase IV on land in the City of Troy,
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.

John D. Murphy
JOHN D. MURPHY
CLERK-REGISTER OF DEEDS

1966 JUL 13 AM 10 25

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

6.00 In

RECORDED RIGHT OF WAY NO. 23752

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:

Shirley Chopnick
Shirley Chopnick

Norman J. Cohen
Norman J. Cohen

BILTMORE DEVELOPMENT COMPANY

By: Samuel Frankel
Samuel Frankel (General Partner)

By: Phillip Stollman
Phillip Stollman (General Partner)

Eugene W. Bronslio
Eugene W. Bronslio

Irene C. Kata
IRENE C. KATA

THE DETROIT EDISON COMPANY

By: M. Pease
M. PEASE
VICE PRESIDENT

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

MICHIGAN BELL TELEPHONE COMPANY

By: F. B. Hunt
VICE PRESIDENT & GENERAL MANAGER F. B. Hunt

By: F. B. Allen
F. B. ALLEN SECRETARY

A. Jack Manery
A. Jack Manery

Marilyn C. Faucher
Marilyn C. Faucher

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

On this 1st day of June, 1966, before me, a Notary Public in and for said County, personally appeared Samuel Frankel and Phillip Stollman, Partners doing business as BILTMORE DEVELOPMENT COMPANY, a Michigan limited co-partnership, to me known and who executed the within instrument and acknowledged the same to be their free act and deed for the co-partnership.

Norman J. Cohen
Norman J. Cohen
Notary Public, Oakland County, Michigan

My Commission expires: June 1st, 1969

RECORDED
INDEXED
MAY 20 1966
23452

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 7th day of June, 1966, before me the subscriber, a Notary Public in and for said County, appeared M. Pease and Lillian J. H. Carroll, to me personally known, who being by me duly sworn did say they are ~~the~~ a Vice President and an Assistant Secretary 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 M. Pease and Lillian J. H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kala
IRENE C. KALA
Notary Public, Wayne County, Michigan

My Commission Expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 10th day of June, 1966, before me the subscriber, a Notary Public in and for said County, appeared F. B. Hunt and F. B. Allen, to me personally known, who being by me duly sworn did say they are the Vice President and Secretary of MICHIGAN BELL TELEPHONE 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 F. B. Hunt and F. B. Allen acknowledged said instrument to be the free act and deed of said corporation.

Dorothy E. Bauman
Dorothy E. Bauman
Notary Public, Wayne County, Michigan

My Commission Expires: May 26, 1969

APPROVED AS TO FORM
G. R. Waterstone
ATTORNEY
MICHIGAN BELL TELEPHONE CO

RECORDED
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MAY 10 1966
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