

2-11/9

(LIBER 5224 PAGE 10)

(68 46338)

LIBER 5424 PAGE 559

(68 72684)
69 69344

(LIBER 5270 PAGE 753)

Name of Project:

APARTMENTS

Somerset Park Apts. Phase 15

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 poles(s), and other utility facilities, in, under, over, upon and across land located 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 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 and for other use of the land subject to such

This easement is rerecorded to correct an erroneous land description.

*Sec. 29
S.W. 1/4 Sec. 29
T. 13 N., R. 10 W., S. 10 (Somerset Park Apts. Phase 15)*

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.

RECORDED
RIGHT OF WAY NO. 25288
1968 JUL 15 PM 5 36
RECORDED
DARL ANDERSON
CLERK OF THE REGISTER
MICHIGAN
STATE RECORDS

*John R. Murphy
CLERK-REGISTER OF RECORDS*

3.10 returned to Red Edison

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 25th day of June, 19 68.

In the Presence of:

Charlene Smith
Charlene Smith

Shirley Shopnick
Shirley Shopnick

BILTMORE DEVELOPMENT COMPANY
a Michigan Limited Co-Partnership

By Samuel Frankel
Samuel Frankel General Partner

By Phillip Stollman
Phillip Stollman General Partner

RECORDED RIGHT OF WAY NO. 85988

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTERED RECORDS
1968 OCT 23 PM 3 '07

John D. Murphy
JOHN D. MURPHY
ATTORNEY AT LAW
RECORDS

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 1st day of July, 1968, 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 of Properties & Rights of Way Dept. 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 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 1968

John D. Murphy
JOHN D. MURPHY
CLERK-REGISTER OF DEEDS
1968 OCT 24 PM 10 41
DAK AND CO. NOTARY PUBLIC REGISTRY
MICHIGAN RECORDS
IRENE C. KATA
Notary Public, Wayne County, Michigan
NOTARY PUBLIC
IRENE C. KATA
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland

On this 3rd day of July, 1968, before me the subscriber, a Notary Public in and for said County, appeared CARL T. HALL

he is to me personally known, who being by me duly sworn did say the Staff Supervisor, Right of Way 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 CARL T. HALL

acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

Melford Hartman
Notary Public, Wayne County, Michigan
Acting in Oakland Co

John D. Murphy
JOHN D. MURPHY
CLERK-REGISTER OF DEEDS
1968 JUL 10 PM 4 42
DAK AND CO. NOTARY PUBLIC REGISTRY
MICHIGAN RECORDS

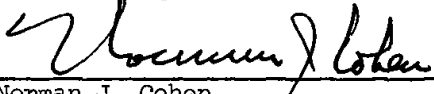
RECORDED RIGHT OF WAY NO. 45988

APPENDIX "A"

~~Commencing at the Northwest corner of Section 29, thence South-
easterly 89°22', 60 feet; thence Southwesterly 1°12' East, 11.78
feet; thence South 89°22' East, 560.13 feet to the Point of Beginning;
thence South 89°22'30" East 300.14
thence North 78°07'37" East 445.28
thence South 11°25'23" East 264.00
thence South 09°54'40" West 130.00
thence South 39°41'30" West 130.00
thence South 53°16'14" West 523.07
thence South 26°48'28" West 25.00
thence North 88°22'22" West 275.00
thence North 01°37'38" East 25.00
thence North 01°37'38" East 700.71 to the Point of Beginning.~~

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

On this 25 day of June, 1968, before me the subscriber,
a Notary Public in and for said County, personally appeared SAMUEL FRANKEL
_____ and PHILLIP STOLLMAN, General Partners of
BILTMORE DEVELOPMENT COMPANY, a Michigan Limited Co-Partnership, to me known to
be the persons who executed the within instrument and acknowledged same to be
their free act and deed for the Limited Co-Partnership.



Norman J. Cohen
Notary Public, Oakland County, Michigan
My Commission Expires June 1, 1969

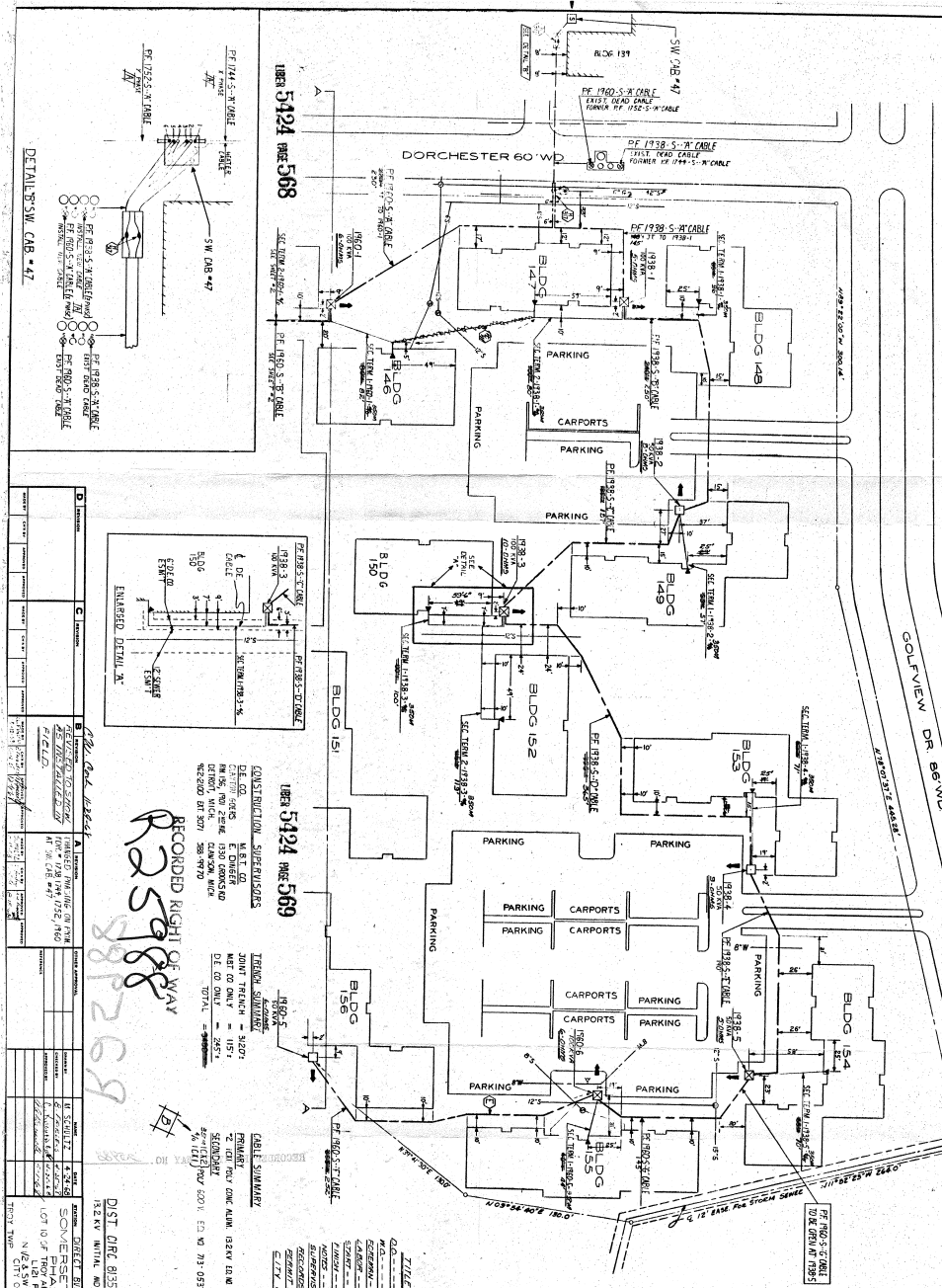
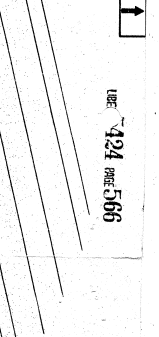
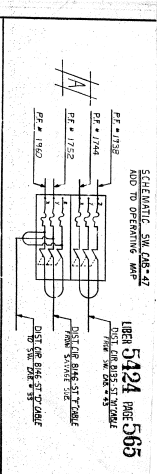
NEW DESCRIPTION - October 17, 1968

PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan 48226

Lot 10, Troy Apartments Subdivision
No. 4, part of the North 1/2 of the
Southwest 1/4 of Section 29, Town 2
North, Range 11 East, City of Troy,
Oakland County, Michigan, according
to the plat thereof recorded in Liber
126, Page 10, Oakland County Records.

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

RECORDED RIGHT OF WAY NO. 35988



GENERAL NOTES

- SEE DWG. 012-218 FOR TRUNK AND POINTS.
- ALL TRUNK, CABLE AND POINT LAYOUTS ARE APPROX.
- SEE DWG. 012-219 FOR CABLE AND POINT LAYOUTS.
- ALL TRENCHING AND DUCTING SHALL BE PERFORMED BY UTILITIES.
- MEET AT ENGINEER'S OFFICE. TEL: 562-4945.
- SEE INSTRUMENTATION AND MATERIALS LIST FOR CABLES AND POINTS.

TRANSFORMER DATA

NO.	TYPE	VOLTS	KVA	PHASE	DATE
1	115/230	100	100	3	10/15/71
2	115/230	100	100	3	10/15/71
3	115/230	100	100	3	10/15/71
4	115/230	100	100	3	10/15/71
5	115/230	100	100	3	10/15/71
6	115/230	100	100	3	10/15/71
7	115/230	100	100	3	10/15/71
8	115/230	100	100	3	10/15/71
9	115/230	100	100	3	10/15/71
10	115/230	100	100	3	10/15/71

PERMITS REQUIRED

CITY OF TROY

RECORDED RIGHT OF WAY

8259888

81269

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/15/71	ISSUED FOR PERMITS	J. J. [unclear]	[unclear]
2	10/15/71	ISSUED FOR PERMITS	J. J. [unclear]	[unclear]
3	10/15/71	ISSUED FOR PERMITS	J. J. [unclear]	[unclear]
4	10/15/71	ISSUED FOR PERMITS	J. J. [unclear]	[unclear]
5	10/15/71	ISSUED FOR PERMITS	J. J. [unclear]	[unclear]
6	10/15/71	ISSUED FOR PERMITS	J. J. [unclear]	[unclear]
7	10/15/71	ISSUED FOR PERMITS	J. J. [unclear]	[unclear]
8	10/15/71	ISSUED FOR PERMITS	J. J. [unclear]	[unclear]
9	10/15/71	ISSUED FOR PERMITS	J. J. [unclear]	[unclear]
10	10/15/71	ISSUED FOR PERMITS	J. J. [unclear]	[unclear]

APPENDIX "A"

Commencing at the Northwest corner of See 29, thence Southeasterly 89°22', 60 feet, thence Southwesterly 1°12' East 11.78 feet; thence South 89°22' East 560.13 feet to the Point of Beginning.

Thence South 89°22'00" East, 300.14'

thence North 78°07'37" East, 445.28'

Thence South 11°25'23" East, 264.00'

Thence South 09°54'40" West, 130.00'

Thence South 39°41'30" West, 130.00'

Thence South 53°16'14" West, 523.07'

Thence South 26°48'28" West, 25.00'

Thence North 88°22'22" West, 275.00'

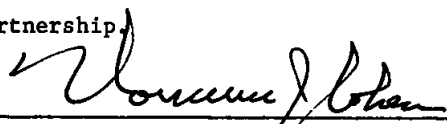
Thence North 01°37'38" East, 25.00'

Thence North 01°37'38" East, 700.71' to the Point of Beginning.

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
1968 OCT 8 PM 12:53
LAW OFFICE OF
JAMES C. WETZEL
CLERK-REGISTER OF DEEDS

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 25 day of June, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared SAMUEL FRANKEL and PHILLIP STOLLMAN, General Partners, of BILTMORE DEVELOPMENT COMPANY, a Michigan Limited Co-Partnership, to me known and who executed the within instrument and acknowledged same to be their free act and deed for said Limited Co-Partnership.


Norman J. Cohen
Notary Public, Oakland County, Michigan
My Commission Expires June 1st, 1969

PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan 48226

NEW DESCRIPTION - October 17, 1968

Lot 10, Troy Apartments Subdivision No. 4, part of the North 1/2 of the Southwest 1/4 of Section 29, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, according to the plat thereof recorded in Liber 126, Page 10, Oakland County Records.

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

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

RECORDED RIGHT OF WAY NO. 35988

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

TO ~~Art - room 1901 Second Room 186~~ DATE 7-1-68 TIME _____

Re: Jederground Service, Sunset Apts (Phase 15) City of Troy, Oakland County

Agreements - easements obtained. OK to proceed with construction.

COPIES TO: R. H. Olson - 1901 Second Room 184
H. W. Priole - 728 G. O.
REPORT Al Lee - Marketing, P.H.C.
file

SIGNED Stephen A. Schumacher
Stephen A. Schumacher
Staff Attorney, Law Dept.

DATE RETURNED _____ TIME _____ SIGNED _____

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

May 22, 1969

**Biltmore Development Company
22100 Greenfield
Detroit, Michigan 48237**

Re: Somerast Park Apts. Phase 15

Gentlemen:

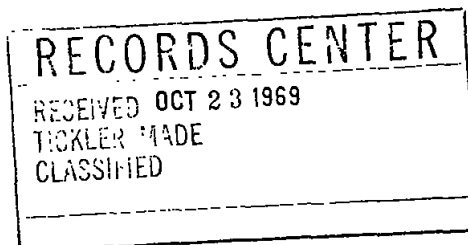
We are enclosing herewith a copy of the "as installed"
Drawing No. OU2-4-2124AAB for the underground electric and
communication services for the above named project.

Very truly yours,



Stephen A. McNamee
Staff Attorney

SAMcN/kw
Enclosure



RECORDED RIGHT OF WAY NO. 25728

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 30, 1968

Biltmore Development Company
22100 Greenfield
Detroit, Michigan 48237

Attention: Mr. Norman Cohen

Re: Somerset Park Apartments, Phase 15

Gentlemen:

Enclosed is a copy of the Agreement and Easement
Grant showing the rerecording to correct prior description.

Very truly yours,

Stephen A. McNamee
Staff Attorney

SAMcN:kw

Enclosure

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

July 9, 1968

**Biltmore Development Company
22100 Greenfield
Detroit, Michigan 48237**

Re: **Somerset Park Apartments Phase 15**
City of Troy, Oakland County

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated June 25, 1968 for the underground electric and communication services for the above named project.

Very truly yours,



Stephen A. McNamee
Staff Attorney

Enclosure

RECORDED RIGHT OF WAY NO. 15988

APARTMENTS

2-11
29

AGREEMENT

THIS AGREEMENT, made this 25 day of June, 1968,
between Biltmore Development Company, a Michigan Limited Co-Partnership
22100 Greenfield, Detroit, Michigan 48237

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", 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 Aptartments Phase 15, 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.
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.

This easement is rerecorded to correct an erroneous land description.

600
600

RECORDED RIGHT OF WAY NO. 25288

5. To remove at DEVELOPER's expense all trees, shrubbery or obstructions 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 therefor. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or its 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 its successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or its successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER its successors and assigns upon receiving a statement therefor.

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.

RECORDED RIGHT OF WAY NO. 25788

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:

Charlene Smith
Charlene Smith

Shirley Shopnick
Shirley Shopnick

BILTMORE DEVELOPMENT COMPANY
A Michigan Limited Co-Partnership

By: Samuel Frankel
Samuel Frankel General Partner

By: Phillip Stollman
Phillip Stollman General Partner

Stephen A. McNamee
Stephen A. McNamee

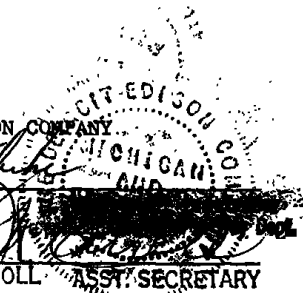
Irene C. Kata
IRENE C. KATA

Barbara D'Agostino
BARBARA D'AGOSTINO
Carol A. Moore
CAROL A. MOORE

THE DETROIT EDISON COMPANY
By: Lillian J. H. Carroll

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

MICHIGAN BELL TELEPHONE COMPANY
By: Carl T. Hall
CARL T. HALL
Staff Supervisor, Right of Way
(Authorized signature)



RECORDED RIGHT OF WAY NO. 25988