

PROPOSED FUTURE SUBDIVISIONS
(Not Platted)

AGREEMENT

THIS AGREEMENT, made this 6TH day of OCTOBER, 1966,
between WILSON AND SILVERMAN, a Michigan Co-Partnership
18310 Livernois Avenue, Detroit, 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, 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 land in the Township of West Bloomfield,
Oakland County, Michigan, as described in Appendix "A" which is attached hereto and made a part hereof, and

WHEREAS, DEVELOPER is not prepared to record the plat of said proposed subdivision at this time but has submitted a preliminary plot plan for said subdivision to EDISON and BELL and is hereby requesting EDISON and BELL, prior to recording plat, to install their lines for underground single phase electric service and communication services including above ground 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 execute a separate instrument prior to utility installations granting private easements for public utilities and declaring restrictions acceptable to EDISON and BELL for their underground services.

2. To install sanitary sewers when required by governmental authority with sewer taps extending three (3') feet beyond easement limits for each lot prior to installation of electrical underground lines or communication lines in easements so that sewer connections can be made without undermining electrical system or communication lines. Sewer lines may cross but may not be installed within the six (6') foot easements used for electric and communication utilities.

RECORDED RIGHT OF WAY NO. 23857

3. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that electric and communication facilities can be properly installed in relation to finished grade. The grade established for the subdivision at the time the utilities place their facilities in the easements shall be considered finished grade.

4. To place survey stakes indicating property lot lines before and after trenching to enable EDISON and BELL to properly locate their facilities.

5. 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, it 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.

6. 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, and to ~~provide for trenching~~ **provide for trenching** in accordance with a separate letter agreement between EDISON and DEVELOPER, and to locate trenches in easements and to backfill in accordance with drawings and specifications of the utilities. The backfill shall be free of rubble and clods of frozen dirt and shall not contain material which can damage emplaced lines. All backfilling of road crossings to comply with regulations of public authorities having future jurisdiction over roads.

7. In the event electric service conductors to residences is furnished by DEVELOPER, between the transformers or electric service connection pedestals and the residences, DEVELOPER shall install, at his expense, at least 2 - #1/0 AWG and 1 - #2 AWG copper; or, 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation. Services to be installed twenty-four (24") inches below finished grade.

II

UTILITIES AGREE:

1. Upon completion of the above requirements, to furnish, install, own and maintain, at their expense (except costs and expenses set forth in Paragraphs Numbered 5, 6, 7 and 8 above), all electric and telephone communication facilities in the private easements for public utilities. EDISON will maintain, at its expense, the electric service conductors lying between its facilities in said private easements

for public utilities and the residences erected on said lots. Provided, however, should the above installations of the utilities and the installations of DEVELOPER be damaged by acts of negligence on the part of DEVELOPER or THEIR contractors or assigns, repairs shall be made at cost and expense of 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 therefor.

THIS AGREEMENT shall inure to the benefit of and be binding upon the heirs, executors, administrators, 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:

Maurin Fuller
Donald J. Masta
 DONALD J. MASTA

HOLTZMAN AND SILVERMAN
 By: Gilbert B. Silverman
 Gilbert B. Silverman, Partner

Stephen A. M. Lane
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

Frances J. Michaels
 FRANCES J. MICHAELS
Donald J. Masta
 STATE OF MICHIGAN DONALD J. MASTA
 COUNTY OF WAYNE SS.

MICHIGAN BELL TELEPHONE COMPANY
 By: Carl T. Hall Carl T. Hall Staff Supervisor
 By: _____

On this 6TH day of OCTOBER A. D., 1966, before me, the subscriber, a Notary Public in and for said County, personally appeared GILBERT B. SILVERMAN, Partner, doing business as HOLTZMAN AND SILVERMAN, a Michigan Co-Partnership, to me known and who executed the within instrument and acknowledged the same to be his free act and deed for the Co-Partnership.

Donald J. Masta
 DONALD J. MASTA
 Notary Public HILLSDALE County, Michigan
 ACTING IN WAYNE

My Commission expires: MARCH 31, 1967

RECORDED EIGHTH OF WAY NO. 4357

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 10th day of October, 19 66, 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 ~~they~~ 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. Kata
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 13th day of October, 1966, before me the subscriber, a Notary Public in and for said County, appeared Carl T. Hall and _____, to me personally known, who being by me duly sworn did say ~~they are~~ ^{THAT HE IS} the STAFF SUPERVISOR and _____ 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 and _____ acknowledged said instrument to be the free act and deed of said corporation.

Frances J. Michaels
Notary Public, _____ County, Michigan

My Commission Expires: Frances J. Michaels, Notary Public
Oakland County, Michigan
Commission Expires Oct. 17 1969

RECORDED FIRST OF WAY NO. 23857

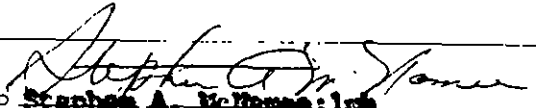
MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12-53

TO W. Stone 1901 Second Room 186 DATE 10/13/66 TIME _____

Re: Franklin 1450 Sub., W. Bloomfield Twp., Oakland County

~~OK to install underground service. Agreement and Easement received.~~
Do not install overhead drop services to lots 1 through 11 until such time as Holtzman and Silverman obtain clearance from the Township of West Bloomfield and clearance is approved by the Law Department.

- COPIES TO R. H. Olsen - 1901 Second Room 186
- W. T. Shively - 714 G. O.
- REPORT H. W. Prieba - 728 G. O.
- C. Bander-Sales-P. S. C.
- D. Haste - Michigan Bell Telephone Co.
file

SIGNED 
Stephen A. McNamee:lah
Staff Attorney
Law Department

DATE RETURNED _____ TIME _____ SIGNED _____

RECORDED RIGHT OF WAY NO. 23857

MICHIGAN BELL TELEPHONE COMPANY

23500 NORTHWESTERN HIGHWAY • SOUTHFIELD, MICHIGAN

October 14, 1966

Holtzman and Silverman
18310 Livernois Avenue
Detroit, Michigan

ATTENTION: Mr. G. B. Silverman

Re: Franklin Ridge Subdivision

Gentlemen:

Enclosed is a fully executed copy of the Underground Electric and Communication Agreement for the above project. This copy may be retained for your permanent records.

Very truly yours,

Donald J. Masta
Donald J. Masta

DJM/cg

Enclosure

cc: Mr. S. A. McNamee

RECORDS CENTER
RECEIVED OCT 31 1966
TICKLER MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 23857

PROPOSED FUTURE SUBDIVISIONS
(Not Platted)

Project Name:

Franklin Ridge Subdivision

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, hereinafter called Grantor(s), being owner(s) of land and person(s) having interest(s) in land (being a proposed subdivision described in Appendix "A", which is attached hereto and made a part hereof) desire(s) to subject said land to the easements, restrictions, covenants and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, the Grantor(s) hereby grant(s) and convey(s) to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL", their licensees, lessees, successors and ^{utility}/assigns, easements for the purpose of providing underground electric and communication service, including the necessary underground lines, cables and equipment, and above ground cable pole(s), transformer(s), switching equipment, secondary electric service pedestal(s), and communication facilities in, under, over, upon that portion of the land identified as "easement" on the copy of the proposed plat which is attached hereto and made a part hereof.

AND, WHEREAS, it is the intent and purpose of the Grantor(s) to have electric and communication facilities installed in said proposed plat in accordance with an agreement between the electric and communication utilities and HOLTZMAN AND SILVERMAN, a Michigan Co-Partnership, 18310 Livernois Avenue, Detroit, Michigan

dated OCTOBER 6, 1966.

NOW, THEREFORE, the Grantor(s) hereby declare(s) that said premises shall be held, transferred, sold and conveyed subject to the easements, restrictions, covenants, reservations, charges, obligations and powers as follows:

1. Private easements for public utilities which are herein granted as indicated on the above described proposed plat which has not been recorded.
2. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the private public utility easements of the proposed subdivision.

Handwritten signatures and initials, including "35" and "Set of..."

RECORDED RIGHT OF WAY NO. 23857

Except as provided herein, the Grantor(s) shall have the right to make any use of the land, subject to such private easements, which is not inconsistent with the right of EDISON or BELL; provided, however, that the owners shall not plant trees or large shrubs within the private public utility easements. EDISON and BELL shall have the right, without incurring any liability to the property owner for so doing, to trim or remove trees, bushes, or other plants of any kind within said private easements and also shall have the right to trim the roots and foliage which grow into the easements belonging to trees, bushes or other plants of any kind lying outside of said easements and, which, in the sole opinion of EDISON or BELL, interferes with the facilities therein or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any private public utility easement of the proposed subdivision.

3. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformers or switching cabinets; nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.

4. Grantor(s) and subsequent owners of proposed Lots 1 thru 30

in this proposed subdivision shall own and install at their own expense, the single phase electric service conductors lying between the residences and the transformers or service connection pedestals located in said easements. Said electric service conductors shall be thereafter maintained by EDISON. Provided, however, should the electric service conductors of the owner(s) or the lines of BELL be damaged by acts or negligence on the part of owner(s) or (his) (their) agents or contractors, repairs shall be made by EDISON or BELL at the cost and expense of the owner(s) and paid forthwith to EDISON or BELL upon receiving a statement therefor.

5. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least 2 - #1/0 AWG and 1 - #2 AWG copper or 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation.

6. The grade established by the Grantor(s) in accordance with local governmental regulations at the time EDISON and BELL place their underground facilities in the easements shall be considered final or finished grade.

Grantor(s) shall not make any change in such grade in or near easements or alter any ground condition, including, drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned, interferes with the facilities already installed.

RECORDED RIGHT OF WAY NO. 23857

7. Grantor(s) shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by Grantor(s) of any of the foregoing restrictions pertaining to utility underground installations.

8. Upon the future acceptance and recording of the plat for the above described land, the easements herein granted and all the terms and conditions hereof shall merge with and be a part of the private easements for public utilities indicated on the plat for said subdivision, only on the condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

9. The foregoing restrictions 1 through 8 shall be covenants running 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, executors, administrators, successors and assigns of the undersigned Grantor(s).

10. Enforcement shall be by proceeding in a civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

11. Invalidation of any one of these covenants 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 undersigned ~~(has)~~(have) set ~~(its)~~(their) hand(s) and seal(s) on this 11TH day of OCTOBER, 1966.

In the Presence of:

Marion Fuller
Marion Fuller
Donald Masta
Donald Masta

* Violet Turkel
Violet Turkel
Donald Masta
Donald Masta

Katherine E. Yager
Katherine E. Yager
Donald Masta
Donald Masta

HOLTZMAN AND SILVERMAN
18310 Livernois Avenue
Detroit, Michigan
By Gilbert B. Silverman
Gilbert B. Silverman, Partner

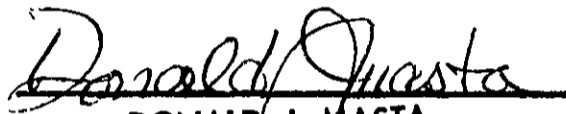
MARBORO INVESTMENT COMPANY
16856 Schaffer Road
Detroit, Michigan
By Richard Sloan
Richard Sloan, President

By Avera Cohn
Avera Cohn, Secretary
Ward Eagle
Ward Eagle
29655 W. Fourteen Mile Road
Birmingham, Michigan

RECORDED RIGHT OF WAY NO. 23857

STATE OF MICHIGAN)
)
COUNTY OF WAYNE) SS.

On this 11TH day of OCTOBER A. D., 1966, before me, a Notary Public in and for said County, appeared GILBERT B. SILVERMAN, to me personally known, who by me, duly sworn did say that he is a partner in the Michigan Co-partnership of HOLTZMAN AND SILVERMAN and that he has the authority to sign on behalf of said Co-partnership and acknowledged the same to be the free act and deed of said Co-partnership. Also appeared RICHARD SLOAN and AVERN COHN, to me personally known, who being each by me duly sworn did say that they are the PRESIDENT and SECRETARY respectively of MARBORO INVESTMENT COMPANY, a Michigan Corporation and that said instrument was signed in behalf of said Corporation by authority of its Board of Directors and the said RICHARD SLOAN and AVERN COHN, acknowledged said instrument to be the free act and deed of said Corporation. Also personally came the above named WARD EAGLE, a single man, known to me to be the person who executed the above dedication and acknowledged the same to be his free act and deed.


DONALD J. MASTA
Notary Public, ~~Westland~~ County, Michigan
ACTING IN WAYNE COUNTY

My Commission expires: MAR. 31, 1967

DOCUMENT PREPARED BY:
DONALD J. MASTA
2500 NORTHWESTERN HWY.
SOUTHFIELD, MICHIGAN

RECORDED RIGHT OF WAY NO. 23852

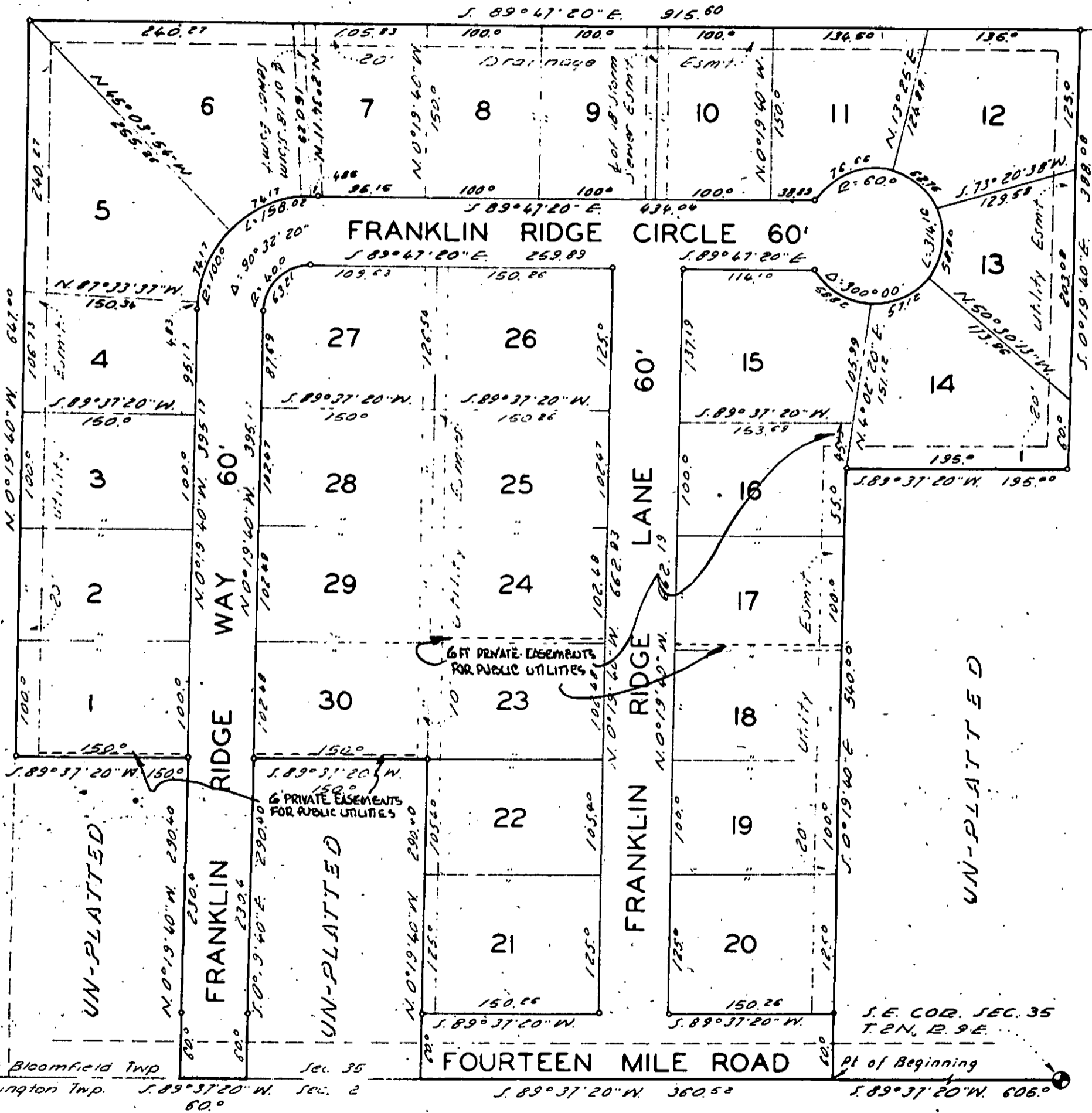
PROPOSED "FRANKLIN RIDGE"

APPENDIX "A"

PART OF SE 1/4 SEC 35 T2N, R9E
WEST BLOOMFIELD TWP
OAKLAND COUNTY

"FRANKLIN KNOLLS NO 3"

"FRANKLIN KNOLLS NO 3"



West Bloomfield Twp Sec. 35
Farmington Twp. S. 89° 37' 20" W. Sec. 2
60.0° S. 89° 37' 20" W. 360.52 S. 89° 37' 20" W. 605.0

The land embraced in the annexed plat of Proposed "FRANKLIN RIDGE" a subdivision of part of the S. E. 1/4 of Section 35, Town 2, North, Range 9 East, West Bloomfield Twp., Oakland Co., Mich., described as beginning at a point in the south line of said Section 35, distant South 89°37'20" West, along said south line a distance of 605.0 feet from the S. E. Corner of said Section 35, thence continuing South 89°37'20" West along said south line 360.52 feet, thence North 0°19'40" West 290.40 feet, thence South 89°37'20" West 150.0 feet, thence South 0°19'40" East 290.40 feet to said south section line, thence South 89°37'20" West along said south line 60.00 feet, thence North 0°19'40" West 290.40 feet, thence South 89°37'20" West 150.0 feet to the east line of "Franklin Knolls No. 3" subdivision, thence North 0°19'40" West along east line of said subdivision 647.00 feet to south line of said subdivision, thence South 89°47'20" East along said south line 915.60 feet, thence South 0°19'40" East 388.08 feet, thence South 89°37'20" West 195.00 feet, thence South 0°19'40" East 540.00 feet, to the point of beginning.

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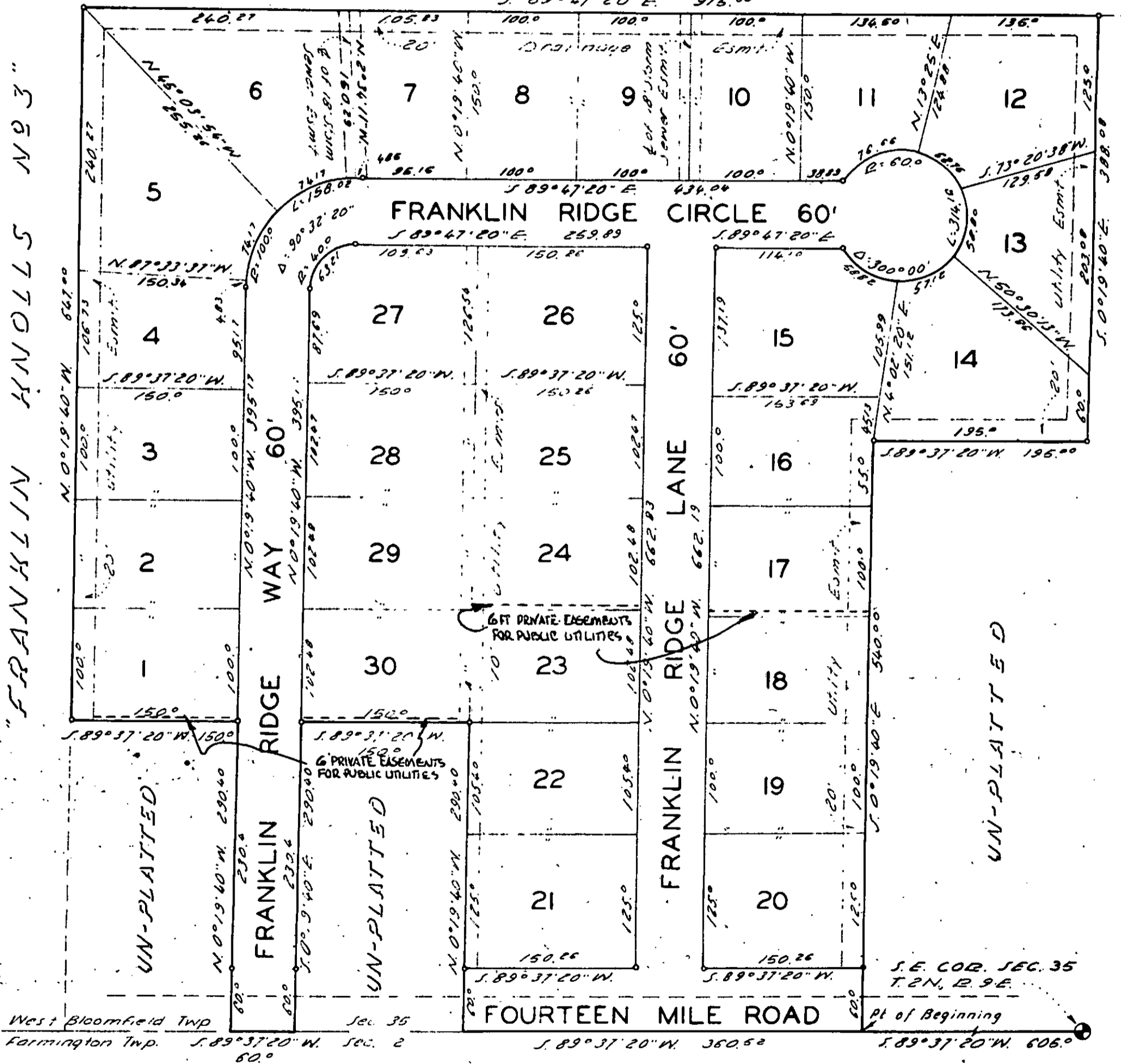
RECORDED RIGHT OF WAY NO. 23852

PROPOSED "FRANKLIN RIDGE"

APPENDIX "A"

PART OF SE 1/4 SEC 35 T2N, R9E
WEST BLOOMFIELD TWP
OAKLAND COUNTY

"FRANKLIN KNOLLS NO 3"



The land embraced in the annexed plat of Proposed "FRANKLIN RIDGE" a subdivision of part of the S. E. 1/4 of Section 35, Town 2, North, Range 9 East, West Bloomfield Twp., Oakland Co., Mich., described as beginning at a point in the south line of said Section 35, distant South 89°37'20" West, along said south line a distance of 605.0 feet from the S. E. Corner of said Section 35, thence continuing South 89°37'20" West along said south line 360.52 feet, thence North 0°19'40" West 290.40 feet, thence South 89°37'20" West 150.0 feet, thence South 0°19'40" East 290.40 feet to said south section line, thence South 89°37'20" West along said south line 60.00 feet, thence North 0°19'40" West 290.40 feet, thence South 89°37'20" West 150.0 feet to the east line of "Franklin Knolls No. 3" subdivision, thence North 0°19'40" West along east line of said subdivision 647.00 feet to south line of said subdivision, thence South 89°47'20" East along said south line 915.60 feet, thence South 0°19'40" East 388.08 feet, thence South 89°37'20" West 195.00 feet, thence South 0°19'40" East 540.00 feet, to the point of beginning.

RECORDED RIGHT OF WAY NO. 23857