

PROPOSED FUTURE SUBDIVISIONS  
(Not Platted)

AGREEMENT

THIS AGREEMENT, made this 16th day of December, 1968,  
between SLAVIK REALTY INC., a Michigan Corporation,  
26011 Evergreen Road, 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", 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 City of Livonia,  
Wayne County, Michigan, as described in Appendix "A", which is attached hereto, and made a part hereof; and known as "LEVAN HEIGHTS SUBDIVISION".

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, except as stated herein, including above ground cable poles and above ground equipment.

~~Basements in lots receiving overhead electric and communication and electric service. Basements in lots receiving overhead electric and communication services shall have underground lines installed for service to other lots in said proposed subdivision.~~

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 communi-

RECORDED RIGHT OF WAY NO. 26398

*See also...*  
*Dec 30*  
*1968*  
*Sub.*

cation lines. Sewer lines may cross but may not be installed within the six (6') foot easements used for electric and communication utilities.

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 properly 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, 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 or its successors and assigns upon receiving 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 trenches 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 DEVELOPER assures EDISON and BELL that 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

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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 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, and 7 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, subject to provisions of Paragraph No. 5 herein.

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:

Gerald T. Odom  
Gerald T. Odom

Norbert Boes  
Norbert Boes

Dorothy Lubinski  
Dorothy Lubinski

Irene C. Kata  
IRENE C. KATA

Barbara D'Acquino  
BARBARA D'ACQUINO

Carol A. Moore  
CAROL A. MOORE

SLAVIK REALTY INC.,  
A Michigan Corporation

BY: Joseph F. Slavik  
Joseph F. Slavik, President

BY: Stephen F. Slavik, Sr.  
Stephen F. Slavik, Sr., Secretary-Treasurer

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 J. Hall  
Staff Supervisor, Right of Way  
(Authorized signature)

RECORDED RIGHT OF WAY NO. 253398

DOCUMENT PREPARED BY  
MICHIGAN BELL TELEPHONE COMPANY  
SOUTHFIELD, MICHIGAN

APPENDIX "A"

The land embraced in the proposed annexed plat of "Levan Heights Subdivision, part of the N.E.  $\frac{1}{4}$  of Section 20, T1S, R9E, City of Livonia, Wayne County, Michigan". Comprises Lots 1 to 33 inclusive and is described as follows: Beginning at a point on the N. & S.  $\frac{1}{4}$  line of said Section 20, distant N.  $0^{\circ}13'24''$  W., 145.00 ft. along the N. & S.  $\frac{1}{4}$  line of said Section 20, from the center  $\frac{1}{4}$  corner of said Section 20, T1S, R9E, thence N.  $0^{\circ}13'24''$  W., 184.40 ft. along said N. & S.  $\frac{1}{4}$  section line; thence N.  $89^{\circ}52'40''$  E., 1322.66 ft.; thence S.  $0^{\circ}03'51''$  E., 328.86 ft. in part along the West line of Idyl Wyld Estates Sub. No. 2 (Liber 84, Page 87) of Plats to the E. & W.  $\frac{1}{4}$  line of said Section 20; thence along said  $\frac{1}{4}$  line S.  $89^{\circ}51'16''$  W., 1000.92 ft.; thence N.  $0^{\circ}13'24''$  W., 145.00 ft.; thence S.  $89^{\circ}51'16''$  W., 320.83 ft. to the point of beginning.

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

On this 16<sup>th</sup> day of September, 1968, before me appeared JOSEPH F. SLAVIK and STEPHAN F. SLAVIK Sr. to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY TREASURER of SLAVIK REALTY INC., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said PRESIDENT and SECRETARY TREASURER acknowledged the said instrument to be the free act and deed of the said Company.

My Commission expires: June 21, 1971

Elise D. Fresham  
Notary Public acting in  
Oakland County  
Macapee County,  
Michigan

RECORDED RIGHT OF WAY NO. 25398



# 25398

PROPOSED FUTURE SUBDIVISIONS  
(Not Platted)

PROJECT NAME:

Levan Heights 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 Dollar (\$1.00) 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 corporation organized and existing concurrently under the laws of Michigan and New York, 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 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 SLAVIK REALTY INC.,

A Michigan Corporation, 26011 Evergreen Road, Southfield, Michigan

dated December 16, 1968.

NOW, THEREFORE, the Grantor(s) hereby declare 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.

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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 to 33 inclusive

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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.

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 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.

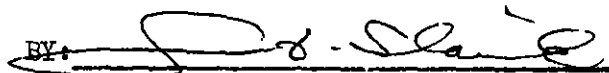
11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned (has) (have) set (its) (their) hand(s) and seal(s) on this 16<sup>TH</sup> day of DECEMBER, 19 68.


IN THE PRESENCE OF:

SLAVIK REALTY INC.,  
A Michigan Corporation  
26011 Evergreen Road  
Southfield, Michigan

  
Gerald T. Odom

BY:   
Joseph F. Slavik, President

  
Norbert Boes

BY:   
Stephan F. Slavik, Secretary Treasurer  
SR.

RECORDED RIGHT OF WAY NO. 25398



APPENDIX "A"

The land embraced in the proposed annexed plat of "Levan Heights Subdivision part of the N.E.  $\frac{1}{4}$  of Section 20, T1S, R9E, City of Livonia, Wayne County, Mich.", comprises Lots 1 to 33 inclusive and is described as follows:

Beginning at a point on the N. & S.  $\frac{1}{4}$  line of said Section 20, from the center  $\frac{1}{4}$  corner of said Section 20, T1S, R9E, thence N.  $0^{\circ}13'24''$  W., 184.40 ft. along said N. & S.  $\frac{1}{4}$  section line; thence N.  $89^{\circ}52'40''$  E., 1322.66 ft.; thence S.  $0^{\circ}03'15''$  E., 328.86 ft. in part along the West line of Idyl Wyld Estates Sub. No. 2 (Liber 84, Page 87) of Plats to the E. & W.  $\frac{1}{4}$  line of said Section 20, thence along said  $\frac{1}{4}$  line S.  $89^{\circ}51'16''$  W., 1000.92 ft.; thence N.  $0^{\circ}13'24''$  W., 145.00 ft.; thence S.  $89^{\circ}51'16''$  W., 320.83 ft. to the point of beginning.

STATE OF MICHIGAN )  
COUNTY OF oakland ) SS

On this 16<sup>th</sup> day of December, 1968, before me appeared JOSEPH F. SLAVIK and STEPHAN F. SLAVIK SR. to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY TREASURER of SLAVIK REALTY INC., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said PRESIDENT and SECRETARY TREASURER acknowledged the said instrument to be the free act and deed of the said Company.

My Commission expires: June 21, 1971

Oliver D. Gusham  
Notary Public  
Acting in oakland County  
Wayne County, Mich.

RECORDED RIGHT OF WAY NO. 25378

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

TO Art Lawrence 186-1901 Second

DATE 12-23-68

TIME \_\_\_\_\_

Re: Underground Service, Levan Heights Sub., City of Livonia, Wayne County

The Basements and Agreements were obtained by MBT. OK to proceed  
with construction.

COPIES TO V. J. Andres 728 G.O.

SIGNED \_\_\_\_\_

F. Bender, Marketing, B-202 WSC

Keith L. Roach:lhd

REPORT file

Staff Attorney, Law Dept.

DATE RETURNED \_\_\_\_\_

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_



# "PROPOSED"

## LEVAN HEIGHTS SUBDIVISION

PART OF THE N.E. 1/4 OF SECTION 20, T.1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICH.

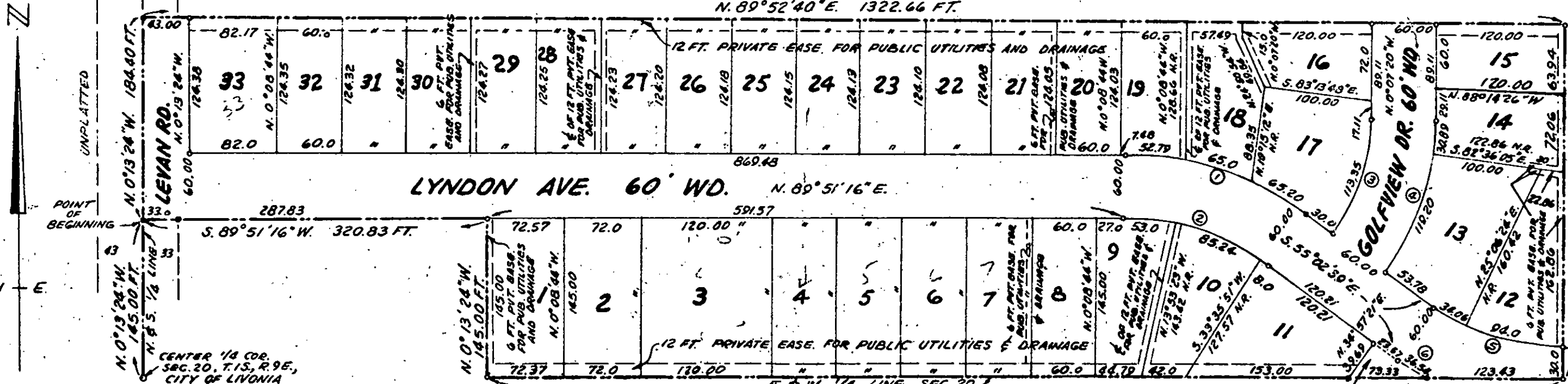
SCALE 1" = 100 FT.



ALL DIMENSIONS ARE SHOWN IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
SIDELINES OF LOTS FRONTING ON CURVILINEAR STREET LINES  
ARE RADIAL THERETO UNLESS OTHERWISE NOTED AS (N.R.)

UNPLATTED

N. 89° 52' 40" E. 1322.66 FT.



S. 0° 03' 51" E. 328.86 FT.

1074 WYLO ESTATES SUB. NO. 2  
LIBER 84 PAGE 87

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING	TAN.
1	298.70	182.99	35° 06' 05"	180.15	S. 72° 35' 42" E.	94.47
2	298.70	146.24	35° 06' 05"	183.96	S. 72° 35' 42" E.	75.49
3	185.15	113.35	35° 04' 41"	111.59	S. 17° 25' 00" W.	58.52
4	185.15	150.09	35° 04' 41"	147.75	S. 17° 25' 00" W.	77.48
5	208.97	128.06	35° 06' 42"	126.07	S. 72° 36' 00" E.	66.11
6	268.97	36.54	7° 47' 01"	36.51	S. 58° 54' 09" E.	18.30

E. & W. 1/4 LINE SEC. 20  
S. 89° 51' 16" W. 1000.92 FT.  
UNPLATTED

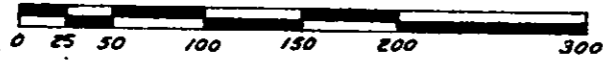
RECORDED RIGHT OF WAY NO. 25398

# "PROPOSED"

## LEVAN HEIGHTS SUBDIVISION

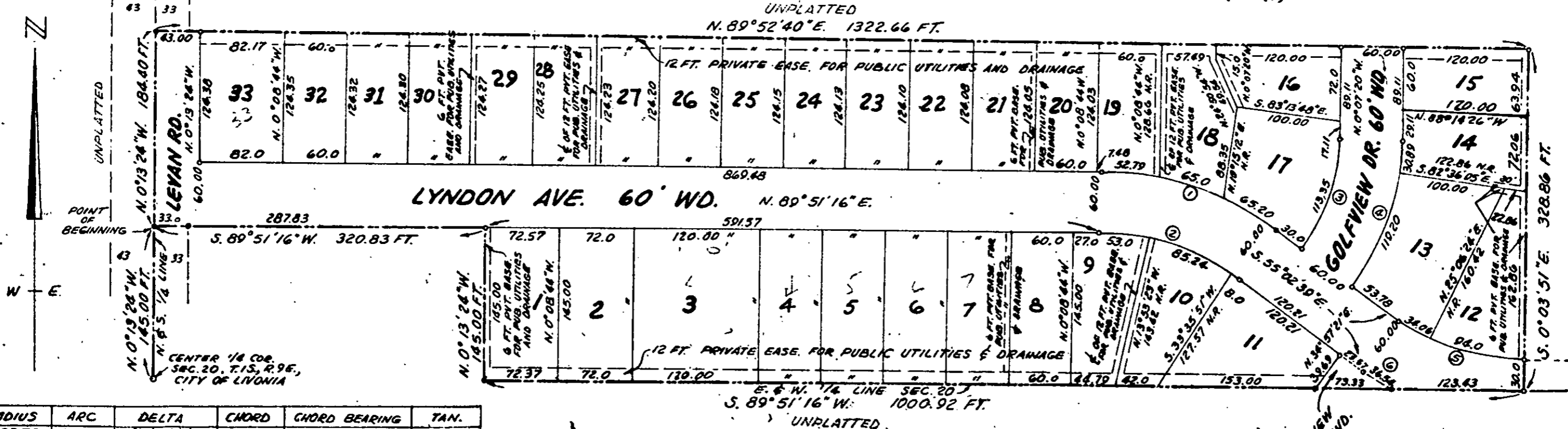
PART OF THE N.E. 1/4 OF SECTION 20, T.1S., R.9 E., CITY OF LIVONIA, WAYNE COUNTY, MICH.

SCALE 1" = 100 FT.



ALL DIMENSIONS ARE SHOWN IN FEET.  
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UNPLATTED  
N. 89° 52' 40" E. 1322.66 FT.



E. & W. 1/4 LINE SEC. 20  
S. 89° 51' 16" W. 1000.92 FT.  
UNPLATTED

LDYL WYLD ESTATES SUB. NO. 2  
LIBER 84 PAGE 87

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING	TAN.
1	298.70	132.99	35° 06' 05"	180.15	S. 72° 35' 42" E.	94.47
2	238.70	146.24	35° 06' 05"	183.96	S. 72° 35' 42" E.	75.49
3	185.15	113.35	35° 04' 41"	111.59	S. 17° 25' 00" W.	58.52
4	345.15	150.09	35° 04' 41"	187.75	S. 17° 25' 00" W.	77.68
5	208.97	128.06	35° 06' 42"	126.07	S. 72° 36' 00" E.	66.11
6	268.97	36.54	7° 47' 01"	36.51	S. 58° 54' 09" E.	18.30

RECORDED RIGHT OF WAY NO. 25398