LIBER 1349 PAGE 986

## AGRIEMENT - EASEMENT - RESTRICTIONS

This instrument made this 19<sup>14</sup> day of January, 1971, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter called "BELL."

### WITNESSETH:

	WHEREAS,	Owners a	re erec	ting	apartments	known	as	Earhart	Townhouses
	and II								
	Washtenaw								
attached i	hereto and ma	de a par	t hereo	f, an	d EDISON a	nd BELI	Lwil	1 instal	1 their
electric a	and communica	ition fac	ilities	unde	rground ex	cept ne	ecess	ary abov	e ground
equipment.									-

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

- (1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- (2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) If, subsequent to the installation by EDISON and BELL of their facilities, it is necessary to move, modify, rearrange or relocate their fecilities to conform to a new plot plan or change of grade made by the Owners, or if the utility facilities are damaged by acts of negligence on the part of Owners or contractors for the Owners, the charges or repairs shall be made by the utilities named herein, at the cost and expense of Owners, and shall be paid forthwith to EDISON or BELL upon receipt of a statement therefor by Owners. Owners are defined as those owning the land at the time changes are made or the utilities are damaged.
- (4) Owners hereby grant to EDISON and BELL easements for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be rerecorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing.
- (5) Easements herein granted are subject to the following restrictions:
  - Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
  - b. Owners will place survey stakes indicating building plot lines and property lines before trenching.

- 1 -

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THIS INSTRUMENT IS RE-RECORDED WITH "AS INSTALLED"

DRAWING AS STIPULATED IN PARAGRAPH 4.

REPERMITE FOR NECURD

FIR 18 3 11 FH '71

PATRICIA MENKITH DERDY RESERVANT COUNTY, MICH.

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July 277 

re-preorded

C. No shrubs or foliage shall be permitted on Owners' land within five (5') feet of front door of transformers or switching cabinet enclosures.

- d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate.
- g. EDISON and BELL shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.
- h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

seals this 197h day of January	parties hereto have set their hands and
In the Presence of:	THE DETROIT AVISER COMPANY
Margaret M. Stiefel	By B.O. DURE, DIRECTOR  Roperye's and Rights of Way Dept.
IRENE C. KATA	By Auliju N 2012 1112 Evelyn M. Lehman Assistant Secretary
	MICHIGAN BELL TELEPHONE COMPANY
Marcha Pour De	By 620 1.1/200
MARSHA PAVELKA	CARL T. HALL Staff Supervison
Sain Alionbick	(Authorized Signature) By
KAREN GUENTHER	
	Earhart Associates
	A Michigan Co-partnership 860 W. Long Lake Road
	Bloomfield, Hills, Michigan
-	
IE FORM LE II 12 70 CS	-2- 1/ 10001

Dora M. Frederick

Milton Smith, partner

LIBER 1356 FAGE 540
Page 3048
re-recorded

County of Oakland LBER 1349 PACE 988

On this 19th day of January , 19 71 ,

before me, a Notary Public, personally appeared Richard D. Bleznak and

Milton Smith to me personally known, who being by me duly sworn, did

respectively say that they (ESK, are) (EX) member(s) of the partnership

known as Earhart Associates , a Michigan Co-partnership

which executed the within instrument and that they acknowledged said

instrument to be the free act and deed of the said partnership.

My commission expires: 12-22-72

Notary Public Alice J. Soper

Oakland County, Michigan

STATE OF MICHIGAN )

SS

COUNTY OF WAYNE )

On this 4th day of February , 1971 , before me, the subscriber, a Notary Public in and for said County, personally appeared

R. Q. Duke and Evelyn M. Lehman

to me personally known, who being by me duly sworn, did say that they are the Director Prop. & R/W Dept. and an Assistant Secretary

of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of the said corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors

My Commission expires: June 24, 1972

Notary Public IRENE C. KATA

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

and \_\_\_\_Evelyn M. Lehman

Wayne County, Michigan

STATE OF MICHIGAN ) SS COUNTY OF OAKLAND )

R. Q. Duke

V

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

THURLING RIGHT OF WAY NO. X6558

County, Mich.

re-recorded

LIGER 1350 FASE 542

Page 5048

PREHIDIX "A"

Being all of Outlot "K" and the south part of Outlot "G" of Earhart Subdivision is recorded in Liber 19 of Plats, Pages 20 through 25 Washtenaw County Records and more particularly described as: Earhart Townhouses; beginning at the S.E. corner of Outlot "K" of "Earhart Subdivision" a subdivision of part of the W. 1/2 of Section 25 and the E. 1/2 of Section 26 T2S, R6E, City of Ann Arbor, Washtenaw County as recorded in Liber 19, Pages 20 through 25 inc.; proceed thence N. 88° 02' 00" W. 676.22 ft. thence along the East line of Earhart road in the following courses: North 82.06 ft.; thence 193.46 ft. along the arc of a 1441.72 ft. radius curve concave to the Southeast through a central angle of 07° 41' 18" having a chord which bears N. 03° 50' 39" E. 193.32 ft., N. 07° 41' 18" E. 83.36 ft.; thence S. 82° 18' 42" E. along the Southerly line of Green Hills Drive; thence continuing along said Southerly line in the following two courses: 225.15 ft. along the arc of a 520.0 ft. radius curve concave to the Northwest having a central angle of 24° 48' 29" and a chord bearing N. 85° 17' 04" E. 223.40 ft.; 483.95 ft. along the arc of a 520.0 ft. radius curve concave to the Northwest having a central angle of 53° 19' 23" and a chord bearing N. 46° 13' 08" E. 466.67 ft.; thence South 709.57 ft. along the East line of said Outlot "K" to the Southeast corner of Outlot "K" and beginning at the Southwest corner of Outlot "G" of said Earhart Sub. thence along the Fasterly line of Earhart Road in the following courses: N. 07° 41' 18" E. 58.50 ft. thence 209.56 ft. along the arc of a 1561.72 ft. radius curve concave to the Northwest having a central angle of 07° 41' 18" and a chord bearing N. 03° 50' 39" E. 209.41 ft. North 143.60 ft. thence S. 88° 02' 00" E. 470.65 ft. thence S. 01° 58' 00" W. 25.0 ft. thence S. 88° 02' 00" E. 115.71 ft. thence along the Northwesterly and Northerly line of Green Hills Drive in the following courses: 485.79 ft. along the arc of a 460.0 ft. radius curve concave to the Northwest having a central angle of 60° 30' 27" and a chord bearing S. 40° 01' 09" W. 463.52 ft. continuing 220.10 ft. along said 460.0 ft. radius curve having a central angle of 27° 24' 55" and a chord bearing S. 83° 58' 50" W. 218.01 ft. thence N. 82° 18' 42" W. 92.98 ft. to the point of beginning.

# THE DETROIT EDISON COMPANY

ANN ARROR DISTRICT

DISTRICT OFFICE 401 S. MAIN STREET P.O. BOX 18 ANN ARBOR, MICH, 48107

October 7, 1970

Mr. Richard Blemak Mr. Hy Stollmen Barkart Assoc. 860 West Long Lake Road Bloomfield Mills, Michigan 48013

> Re: Earhart Toumbouses, Step #1 Ann Arbor City Washtensy 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 \$4.252.50 based on 3.150 estimated trench feet at the rate of \$1.35 per trench foot. This estimated cost is based on the location of lines and equipment as shown on the combined utility plan as approved on October 7. 1970 . Upon completion, field measurements may require an adjustment in this cost figure.

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, employes, successors and assignees. 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,

Idomand E. Idolden
Service Planner

# THE DETROIT EDISON COMPANY

ANN ARBOR DISTRICT

DISTRICT OFFICE 401 \$ MAIN STREET P.O. BOX 18 ANN ARBOR, MICH. 48107

October 7, 1970

Mr. Richard Blesnek Mr. Hy Stollman Earhart Assoc 860 West Long Lake Boad Bloomfield Hills, Michigan 48013

Re: Earhart Townhouses, Step #2

Ann Arbor City Washtenay

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 \$2,211.30 based on 1,638 estimated trench feet at the rate of \$1.35 per trench foot. This estimated cost is based on the location of lines and equipment as shown on the combined utility plan as approved on October 7, 1970. Upon completion, field measurements may require an adjustment in this cost figure.

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, employes, successors and assignees. 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,

Howard E. Holden

Service Planner

ACCEPTED	$\tau$ / / $\Lambda$	Ser V.
ACCEPTED	Earland Arsac	
	Richard ABCent	//
Date:		
	10/13/70	

#### AGREEMENT - EASEMENT - RESTRICTIONS

### WITNESSETH:

WHEREAS, Owners are erecting apartments known as Farhart Townhouses

Phase I and II , on land in the City of Ann Arbor ,

County of Washtenew , State of Michigan, as described in Appendix "A",

attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

- (1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- (2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) If, subsequent to the installation by EDISON and BELL of their facilities, it is necessary to move, modify, rearrange or relocate their facilities to conform to a new plot plan or change of grade made by the Owners, or if the utility facilities are damaged by acts of negligence on the part of Owners or contractors for the Owners, the changes or repairs shall be made by the utilities named herein, at the cost and expense of Owners, and shall be paid forthwith to EDISON or BELL upon receipt of a statement therefor by Owners. Owners are defined as those owning the land at the time changes are made or the utilities are damaged.
- (4) Owners hereby grant to EDISON and BELL easements for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be rerecorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing.
- (5) Easements herein granted are subject to the following restrictions:
  - a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
  - b. Owners will place survey stakes indicating <u>building plot</u> lines and property lines before trenching.

- c. No shrubs or foliage shall be permitted on Owners' land within five (5') feet of front door of transformers or switching cabinet enclosures.
- d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate.
- g. EDISON and BELL shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.
- h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

seals this 19th day of January	parties hereto have set their hands and, 19
In the Presence of:	THE DETROIT FOR SON COMPANY
Margaret M. Stiefel	By R. G. DUKE, DIRECTOR
June V. Kata	Properties and Rights of Way Dept  By 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
IRENE C. KATA	Evelyn M. Lehman Assistant Secretar
	MICHIGAN BELL TELEPHONE COMPANY
Marsha Pavelba	By Carl 1. Hall
MARSHA PAVELKA	CARL T. HALL Staff Supervisor (Authorized Signature) By
KAREN GUENTHER	
	Earhart Associates A Michigan Co-partnership 860 W. Long Lake Road Bloomfield Hills, Michigan
	<i>! ]</i>

2 -

DE FORM LEIF 12:70 CS

PECORDED RIGHT OF WAY NO.

partner

Milton Smith,

State of Michigan		
County of Oakland		
On this 19th day of	January	, 19 <u>71</u> ,
before me, a Notary Public, personally appe	eared Richard D. Bleznak	and
D.	wn, who being by me duly	_
respectively say that (***; are)	(* member(s) of the par	rtnership
known as Earhart Associates	, a Michigan Co-pa	artnership
which executed the within instrument and th	at <b>they</b> acknowleds	ged said
instrument to be the free act and deed of t	he said partnership.	
My commission expires: 12-22-72	Notary Public Alice J. Soper	·
	Opir land Co	numter Michigan

LICHDED RIGHT OF WAY NO. 2655

STATE OF MICHIGAN ) SS
COUNTY OF WAYNE )
On this 4th day of February , 19 71 , before me, the subscriber, a Notary Public in and for said County, personally appeared R. Q. Duke and Evelyn M. Lehman
to me personally known, who being by me duly sworn, did say that they are the Director, Prop. & R/W Dept. andan Assistant Secretary
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of the 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 Evelyn M. Lehman
acknowledged said instrument to be the free act and deed of said Corporation.
My Commission expires: June 24, 1972  Notary Public BINE C. KATA  Wayne County, Michigan
STATE OF MICHIGAN ) SS  COUNTY OF OAKLAND )  On this 2000 day of 00000000000000000000000000000000000
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 the 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:  Notary Public  County. Mich
COMICA * LICII

MELFORD HARTMAN
Notary Public, Wayne County, Mich.
Acting in Oakland County
My Commission (Express C t 3, 1971

#### APPENDIX "A"

Being all of Outlot "K" and the south part of Outlot "G" of Earhart Subdivision is recorded in Liber 19 of Plats, Pages 20 through 25 Washtenaw County Records and more particularly described as: Earhart Townhouses; beginning at the S.E. corner of Outlot "K" of "Earhart Subdivision" a subdivision of part of the W. 1/2 of Section 25 and the E. 1/2 of Section 26 T2S, R6E, City of Ann Arbor, Washtenaw County as recorded in Liber 19 Pages 20 through 25 inc.; proceed thence N. 88° 02' 00" W. 676.22 ft. thence along the East line of Earhart road in the following courses: North 82.06 ft.; thence 193.46 ft. along the arc of a 1441.72 ft. radius curve concave to the Southeast through a central angle of 07° 41' 18" having a chord which bears N. 03° 50' 39" E. 193.32 ft., N. 07° 41' 18" E. 83.36 ft.; thence S. 82° 18' 42" E. along the Southerly line of Green Hills Drive; thence continuing along said Southerly line in the following two courses: 225.15 ft. along the arc of a 520.0 ft. radius curve concave to the Northwest having a central angle of 24° 48' 29" and a chord bearing N. 85° 17' 04" E. 223.40 ft.; 483.95 ft. along the arc of a 520.0 ft. radius curve concave to the Northwest having a central angle of 53° 19' 23" and a chord bearing N. 46° 13' 08" E. 466.67 ft.; thence South 709.57 ft. along the East line of said Outlot "K" to the Southeast corner of Outlot "K" and beginning at the Southwest corner of Outlot "G" of said Earhart Sub. thence along the Easterly line of Earhart Road in the following courses: N. 07° 41' 18" E. 58.50 ft. thence 209.56 ft. along the arc of a 1561.72 ft. radius curve concave to the Northwest having a central angle of 07° 41' 18" and a chord bearing N. 03° 50' 39" E. 209.41 ft. North 143.60 ft. thence S. 88° 02' 00" E. 470.65 ft. thence S. 01° 58' 00" W. 25.0 ft. thence S. 88° 02' 00" E. 115.71 ft. thence along the Northwesterly and Northerly line of Green Hills Drive in the following courses: 485.79 ft. along the arc of a 460.0 ft. radius curve concave to the Northwest having a central angle of 60° 30' 27" and a chord bearing S. 40° 01' 09" W. 463.52 ft. continuing 220.10 ft. along said 460.0 ft. radius curve having a central angle of 27° 24' 55" and a chord bearing S. 83° 58' 50" W. 218.01 ft. thence N. 82° 18' 42" W. 92.98 ft. to the point of beginning.

MEMORANDUM ORDER FOR GENERAL USE DE FORM MS 77 12-53	TO Section Constitutes Supervisor Date 1-29-71 TIME DATE 1-29-71	_ ਜ਼ਿੰ
Re: Und	orground Service, Earbart Townshouses These I and II, City of Ann Arber, Washteney County	ECORDED RIG
COPIES TO No ldes	is and Resements received, OK to proceed with appearance	CHT OF
REPORT	Stephen A. Mellance: 1hd  St. Staff Attorney	TAY NO.
——————————————————————————————————————		2005
DATE RETURNED	TIME SIGNED	9

