

26778

AGREEMENT - RESTRICTIONS

This instrument is this 27th day of March, 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 are erecting apartments known as Fairmont Farms, on land in the City of Pontiac, County of Oakland, 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) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and 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 or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and reimbursement shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their center lines. The minimum easement width shall be six (6') feet in width unless otherwise indicated on said drawing.

(5) Easements herein granted are subject to the following:

a. All utility lines shall be installed in accordance with the Rules and Regulations of the Michigan Public Service Commission.

b. Owners shall place survey stakes indicating building plot lines and easement boundaries.

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

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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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

IN THE PRESENCE OF:

Hazel L. Brandau
Hazel L. Brandau

Irene C. Kato
IRENE C. KATO

Maxsha Pavelka
MAXSHA PAVELKA

Richard Hartman
RICHARD HARTMAN

Sue A. Terry
Sue A. Terry

THE DETROIT EDISON COMPANY

By W. C. Arnold
W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.
By Lillian J. Carroll
LILLIAN J. CARROLL, ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By Carl T. Hall
CARL T. HALL
Staff Supervisor, Right of Way
(Authorized Signature)

Charles L. Longs Incorporated
A Michigan Corporation
785 Auburn Avenue
Pontiac, Michigan

By Richard A. Rooser
XXXXXXXXXXXXX Executive Vice President
Richard A. Rooser,
Secretary

26278

State of Michigan

County of Oakland

On this 27th day of May, 1971, before me appeared

Richard A. Roeser and Walter P. Young

to me personally known, who being by me severally duly sworn, did say that they are respectively Executive Vice President and Secretary of Charles L. Langs Incorporated, 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 Richard A. Roeser and Walter P. Young acknowledged the said instrument to be the free act and deed of the said corporation.

My commission expires: 5-14-74

Betty J. Sage
Notary Public Betty J. Sage
Oakland County, Michigan

APPENDIX "A"

Part of the W 1/2 of the SE 1/4 of Section 18, T3N, R10E, City of Pontiac, Oakland County, Michigan is described as beginning at a point on the E & W 1/4 line of said Section 18, distant S. 85° 09' 27" W. along said E & W 1/4 line 1312.10 ft. from the E 1/4 corner of said Section 18, thence S. 1° 56' 33" E. along the west line of "Assessor's Plat No. 144" Subdivision (L. 5, P. 57, O.C.R.) 1099.65 ft., thence S. 87° 49' 06" W. 393.15 ft. thence N. 2° 02' 10" W. 1083.55 ft. to said E & W 1/4 line 395.32 ft. to the point of beginning.

26728

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 9th day of June, 1971, before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Lillian J.H. Carroll to me personally known, who being by me duly sworn, did say that they are the Director, RE & 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 and W. C. Arnold and Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: June 24, 1972

Irene C. Kata
Notary Public IRENE C. KATA

Wayne County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 1st day of June, 1971, before me, the subscriber, a Notary Public in and for said County, appeared CARL T. HALL 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: _____

Melford Hartman
Notary Public

County, Mich.

MELFORD HARTMAN
Notary Public, Wayne County, Mich.
Acting in Oakland County
My Commission Expires June 5, 1971

DO NOT WRITE IN THESE SPACES
MELFORD HARTMAN
2900 SOUTHFIELD ROAD
SOUTHFIELD, MICHIGAN 48075

26778

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

TO Eng. Coordinator Supervisor - E-250 W.S.G. DATE 6-7-71 TIME _____

RE: UNDERGROUND SERVICE - Fairmont Farm - Pontiac - Oakland County

Agreement-easement-restrictions obtained. OK to proceed with construction.

COPIES TO D. Miller - Pontiac Ser. Ctr.

SIGNED P.A.M.

P. A. Marquardt
Law Department

REPORT _____

DATE RETURNED _____ TIME _____ SIGNED _____

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 27th day of May, 19 71, 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".

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as Fairmont Farms, on land in the City of Pontiac, County of Oakland, 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) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and 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 or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and reimbursement shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded 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 building plot 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.

Pontiac Imp
Dec 18
SE 14, W 12.7
(Fairmont - la -)

RECORDED RIGHT OF WAY NO. 36778

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.

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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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

IN THE PRESENCE OF:

THE DETROIT EDISON COMPANY

Hazel L. Brandau
Hazel L. Brandau

By W. C. Arnold W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.
By Lillian J. M. Carroll LILLIAN J. M. CARROLL ASST. SECRETARY

Irene C. Katak
IRENE C. KATA

MICHIGAN BELL TELEPHONE COMPANY

Marsha Pavelka
MARSHA PAVELKA
Melford Hartman
MELFORD HARTMAN

By Carl T. Hall
CARL T. HALL
Staff Supervisor, Right of Way
(Authorized Signature)

Charles L. Lange Incorporated
A Michigan Corporation
785 Auburn Avenue
Pontiac, Michigan

Sue A. Terry
Sue A. Terry
Laura J. Smith
Laura J. Smith

By Richard A. Roeser Executive Vice President
Richard A. Roeser
By Walter P. Young Secretary
Walter P. Young, Secretary

RIGHT OF WAY NO. 26778

State of Michigan

County of Oakland

On this 27th day of May, 1971, before me appeared
Richard A. Roeser
~~Richard A. Roeser~~ and Walter P. Young

to me personally known, who being by me severally duly sworn, did say that they
are respectively Executive Vice President and Secretary
of Charles L. Langs Incorporated, 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
Richard A. Roeser
and the said ~~Thomas P. Smith~~ and Walter P. Young
acknowledged the said instrument to be the free act and deed of the said
corporation.

My commission expires: 5-14-74

Betty J. Sage
Notary Public Betty J. Sage

Oakland County, Michigan

APPENDIX "A"

Part of the W 1/2 of the SE 1/4 of Section 18, T3N, R10E, City of Pontiac, Oakland
County, Michigan is described as beginning at a point on the E & W 1/4 line of said
Section 18, distant S. 85° 09' 27" W. along said E & W 1/4 line 1312.10 ft. from
the E 1/4 corner of said Section 18, thence S. 1° 56' 33" E. along the west line
of "Assessor's Plat No. 144" Subdivision (L. 5, P. 57, O.C.R.) 1099.65 ft., thence
S. 87° 49' 06" W. 393.15 ft. thence N. 2° 02' 10" W. 1083.55 ft. to said E & W
1/4 line 395.32 ft. to the point of beginning.

RECORDED RIGHT OF WAY NO. 46778

RECORDED RIGHT OF WAY NO. 26778