

APARTMENTS

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 27<sup>th</sup> day of April, 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 Orchard Villas, on land in the Township of Bloomfield, 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.

*W. Bloomfield, Inc.*  
*Sec 11*  
*11/14, 7/14 & (150A) (S. ...)*  
*...*

RECORDED RIGHT OF WAY  
286789

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:

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 Evelyn M. Lehman  
Evelyn M. Lehman Assistant Secretary

Irene C. Kata  
IRENE C. KATA

MICHIGAN BELL TELEPHONE COMPANY

Karen Guenther  
KAREN GUENTHER  
Marsha Pavelka  
MARSHA PAVELKA

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

B. R. Sloan  
B. R. SLOAN

Harry A. Norber  
Harry A. Norber

Sophie Berman  
SOPHIE BERMAN

Anne E. Norber  
Anne E. Norber, his wife  
15675 W. Ten Mile Road  
Southfield, Michigan

RECORDED RIGHT OF WAY NO. 36789


STATE OF MICHIGAN

COUNTY OF OAKLAND

On this 27<sup>th</sup> day of April, 1971, before me, the subscriber, a Notary Public in and for said County, personally appeared Harry A. and Anne E. Norber, a man and wife to me known to be the persons, named in and who executed the within instrument as vendor and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

My commission expires: \_\_\_\_\_

SEYMOUR ZATE  
Notary Public, Oakland County, Mich.  
My commission expires June 15, 1973

  
\_\_\_\_\_  
Notary Public  
OAKLAND County, Michigan

APPENDIX "A"

A parcel of land being part of the NE 1/4 of NE 1/4 of Section 11, T2N, R9E, West Bloomfield Township, now in City of Keego Harbor, Oakland County, Michigan, described as: Beginning at a point on the North line of said section and the West line of Willow Beach Street (50 ft. wide) said point being S. 89° 12' 50" W. 470 ft. from the N.E. corner of said Section; thence along said West line of Willow Beach St. S. 00° 09' 02" W. 117.88 ft. to a point; thence S. 88° 47' 00" W. 545.14 ft. to a point; thence N. 00° 09' 02" E. 121.92 ft. to a point on the North line of said Section; thence along said North line, N. 89° 12' 50" E. 545.06 ft. to a point of beginning, containing 65,342 square feet or 1.50 acres.

RECORDED RIGHT OF WAY NO. 80789

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 7th day of May, 1971, before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Evelyn M. Lehman 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 Evelyn M. Lehman 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 3<sup>rd</sup> day of May, 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 Oct. 3, 1971

RECORDED RIGHT OF WAY NO: 56789

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

TO Eng. Coordinator Supervisor - E-250 W.S.C. DATE 5-5-71 TIME \_\_\_\_\_

RE: UNDERGROUND SERVICE - Orchard Villas - Bloomfield Twp. - Oakland County

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

COPIES TO D. Foley - Pontiac Ser. Ctr.

SIGNED

*P.A.M.*

**P. A. Marquardt**  
**Law Department**

REPORT \_\_\_\_\_

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

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

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THIS INSTRUMENT IS RE-RECORDED WITH "AS INSTALLED" DRAWING AS STIPULATED IN PARAGRAPH 4.

26789

LIBER 5665 PAGE 356  
LIBER 5813 PAGE 263

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.

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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. Kata  
IRENE C. KATA

Marsha Pavelka  
MARSHA PAVELKA

Karen Guenther  
KAREN GUENTHER

B.R. Sloan  
B.R. SLOAN

Sophie Berman  
SOPHIE BERMAN

THE DETROIT EDISON COMPANY

By W. C. Arnold  
W. C. ARNOLD, DIRECTOR  
Real Estate and Rights of Way Dept.  
By Evelyn M. Lehman  
Evelyn M. Lehman, Assistant Secretary

MICHIGAN BELL TELEPHONE COMPANY

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

Harry A. Norber  
Harry A. Norber

Anne E. Norber  
Anne E. Norber, his wife  
15675 W. Ten Mile Road  
Southfield, Michigan

~~Notary Public  
State of Michigan  
My Comm. Expires 12-31-1950~~

26789

( LIBER 5665 PAGE 357 )

STATE OF MICHIGAN

LIBER 5813 PAGE 264

COUNTY OF OAKLAND

On this 27<sup>th</sup> day of APRIL, 1971, before me, the subscriber, a Notary Public in and for said County, personally appeared Harry A. and Anne E. Norber, a man and wife to me known to be the persons, named in and who executed the within instrument as vendor and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

My commission expires: \_\_\_\_\_

SEYMOUR ZATE  
Notary Public, Oakland County, Mich.  
My commission expires June 15, 1973

*Seymour Zate*  
Notary Public  
OAKLAND County, Michigan

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My Commission expires: June 24, 1972

Irene C. Kata  
Notary Public IRENE C. KATA

Wayne County, Michigan

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My Commission expires: \_\_\_\_\_

Melford Hartman  
Notary Public

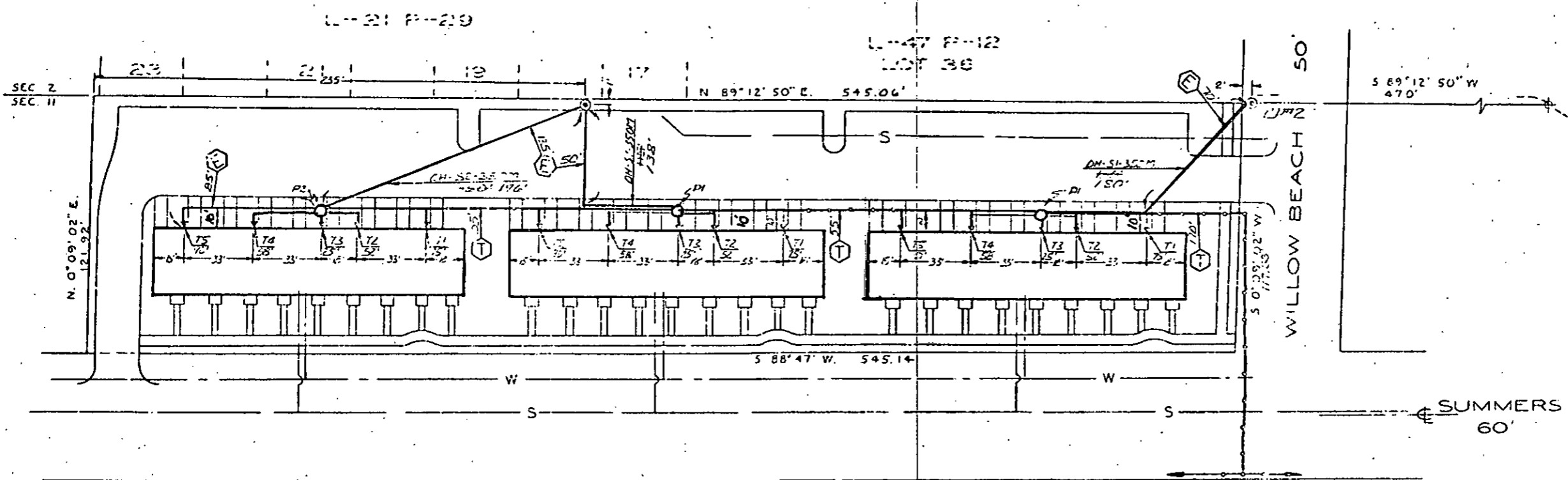
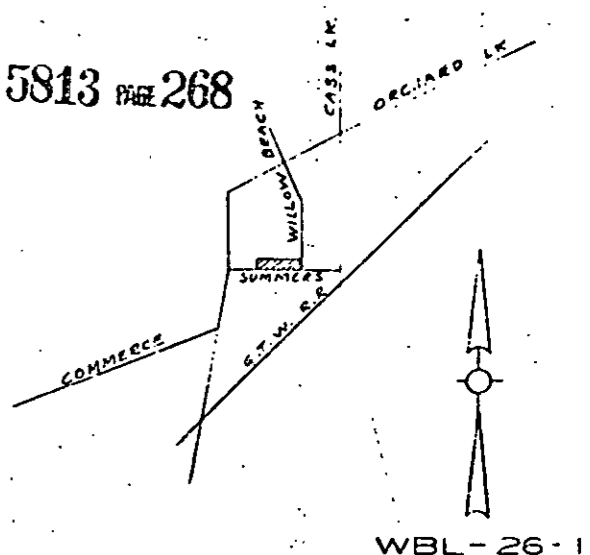
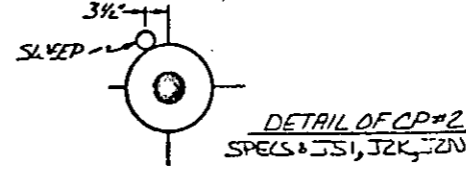
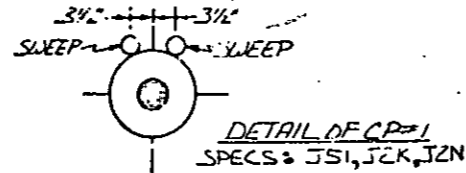
\_\_\_\_\_  
County, Mich.

Lynn D. Allen  
LYNN D. ALLEN  
CLERK REGISTER OF DEEDS

1972 FEB 9 PM 4 04

OAKLAND COUNTY  
REGISTER OF DEEDS

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



**NOTES**  
 TRENCHING BY DECO  
 ALL TRENCHABLE LENGTHS ARE APPROXIMATE  
 SEE C.S.D. 475-1 DET "B" FOR SERVICE ENTRANCE METHOD  
 DECO SERVICE PLANNER - D. FOLEY PHONE: 332-4771 EXT. 15216  
 MBT ENGINEER - M. ELIAS PHONE: 332-1378  
 CONTACT CONSUMERS ROLLER PRIOR TO  
 CONSTRUCTION FOR STAKING OF GAS MAINS  
 PEDESTAL SPECS & L.P.  
 27 UNITS TO BE SERVED

**CABLE SUMMARY**  
 ITEM NO. \_\_\_\_\_ RPE-320M 1/4 IN. (713-0537) 1-1  
 ITEM NO. \_\_\_\_\_ RPE-1/2 1/4 IN. (713-0514) 1-100  
 NOTES: ALL SECONDARY TRENCHING SHALL BE MESS-TRENCH

**TRENCH SUMMARY**

JOINT	310'
DECO ONLY	440'
MBT ONLY	280'
TOTAL	1030'

**PERMITS REQUIRED**  
 CITY OF KEEOG HARBOR

**DC 312, KEEOG 4.8KV**

**AS INSTALLED**  
 W.D. \_\_\_\_\_ 3-7-71 J.S.15  
 R.D. \_\_\_\_\_ U-63015  
 START \_\_\_\_\_ 3-13-71  
 FINISH \_\_\_\_\_ 3-19-71  
 FOREMAN \_\_\_\_\_ L. STEPHENS  
 NOTES \_\_\_\_\_  
 RECORDS \_\_\_\_\_ P. DEWIN  
 SUPERVISOR \_\_\_\_\_ C. GELERS

**CODE**

- PAD MOUNT TRANSFORMER
- PAD MOUNT TRANSFORMER WITH SWITCHING
- SECONDARY PEDESTAL
- MAIN PEDESTAL CABINET
- CABLE POLE
- SECONDARY TERMINAL
- DIRECT MOUNT TRANSFORMER DOOR OPENING
- OPEN LIGHT FEATURE
- BURIED PRIMARY CABLE - ALL VOLTAGES
- BURIED SECONDARY MAIN OR O.P.L. CABLE
- DEPTH 24" EXCEPT TRENCH ONLY
- M.B. TRENCH ONLY
- PROPOSED CONDUIT
- SEWER
- WATER
- GAS
- BURIED CUSTOMER CABLE

D	REVISION	C	REVISION	B	REVISION	A	REVISION
						REVISED TO SHOW "AS INSTALLED" JOB COMPLETE	
MADE BY	CHK'D BY	APPROVED	APPROVED	MADE BY	CHK'D BY	APPROVED	APPROVED

NAME	DATE	STATION
DRAWN BY SPENCE	3-3-71	ORCHARD VILLAS TOWNHOUSES
CHECKED BY	3-3-71	N.E. 1/4 SEC II
APPROVED BY	4-2-71	CITY OF KEEOG HARBOR

OAKLAND CO. MICH.  
 ORCHARD VILLAS TOWNHOUSES  
 N.E. 1/4 SEC II  
 CITY OF KEEOG HARBOR

W.D. 36784-315  
 MBT JOB # 2036

THE DETROIT EDISON COMPANY  
 SERVICE PLANNING DEPARTMENT

SCALE: 1" = 30'  
 LAYOUT JOB NO.

ISSUING NUMBER: 11-63015  
 SHEET 1 OF 1 SHEETS

26789