

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

LIBER 5691 PAGE 570

# 26812

80

60504

(71 19928)

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 17th day of June, 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 Pine Lake Manor Apartments, 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.

DRAFTED BY AND RETURN TO: M. HARTMAN, MICHIGAN BELL 660 PLAZA DRIVE ROOM 1510 DETROIT, MICHIGAN 48226

Handwritten signature and date 5.00 15.00

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 Lillian J. H. Carroll  
LILLIAN J. H. CARROLL ASST. SECRETARY

Irene C. Kata  
IRENE C. KATA

MICHIGAN BELL TELEPHONE COMPANY

Marsha Pavelka  
MARSHA PAVELKA

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

Karen Guenther  
KAREN GUENTHER

Dennis B. Watrous  
Dennis B. Watrous

Otto Bingeser  
Otto Bingeser  
A married man  
9335 Beech Daly  
Detroit, Michigan

Phyllis Branscom  
Phyllis Branscom

Lonny Bingeser, his wife  
~~John R. Slavsky~~ Lonny Bingeser,  
his wife

~~Josephine A. Slavsky, his wife~~  
~~4730 Dow Ridge Drive~~  
~~Orchard Lake, Michigan~~

STATE OF MICHIGAN

COUNTY OF Oakland

On this 17<sup>th</sup> day of June, 1971, before me, the subscriber, a Notary Public in and for said County, personally appeared Otto Binggeser, a and Lonny Binggeser, his wife, married man, to me known to be the persons named in and who executed the within instrument as vendor and acknowledged that he executed the same as his free act and deed for the intents and purposes therein mentioned.

My commission expires: October 26, 1973

Peggy Fisher  
Notary Public **PEGGY FISHER**  
Wayne County, Michigan

~~STATE OF MICHIGAN~~

~~COUNTY OF \_\_\_\_\_~~

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 1971, before me, the subscriber, a Notary Public in and for said County, personally appeared John R. and Josephine A. Slavsky, 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: \_\_\_\_\_~~

~~\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan~~

APPENDIX "A"

A part of the N.E. 1/4 of Section 11, T2N, R9E, West Bloomfield Township, Oakland County, Michigan, more particularly described as: Beginning at a point on the South line of Summers Ave., said point being S. 88° 52' 30" E. 21.51 feet and S. 00° 40' 50" E. 149 feet and S. 00° 42' 10" W. 23.53 feet and S. 88° 48' W. 917.30 feet along said South line from the N.E. corner of said Section 11; thence S. 01° 13' E. 685.0 feet to the North line of "Maple-Dale" (Liber 24, Page 5); thence N. 89° 48' 44" W. 390.72 feet along said North line; thence N. 09° 53' E. 253.6 feet thence N. 09° 51' E. 50.0 feet; thence N. 84° 03' 01" W. 230.41 feet to the center-line of Orchard Lake Road; thence N. 09° 56' 34" E. 205.54 feet along said center-line; thence N. 88° 47' E. 183.63 feet; thence N. 09° 53' E. 150.0 feet to the South line of Summers Ave.; thence N. 88° 48' E. 308.50 feet to the point of beginning and containing 6.40 acres. Also lot 7, "Maple-Dale", Liber 24, Page 5, Oakland County records and containing 0.11 acres.

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 6th day of July, 1971, before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Lillian I.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 I.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 22<sup>nd</sup> 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

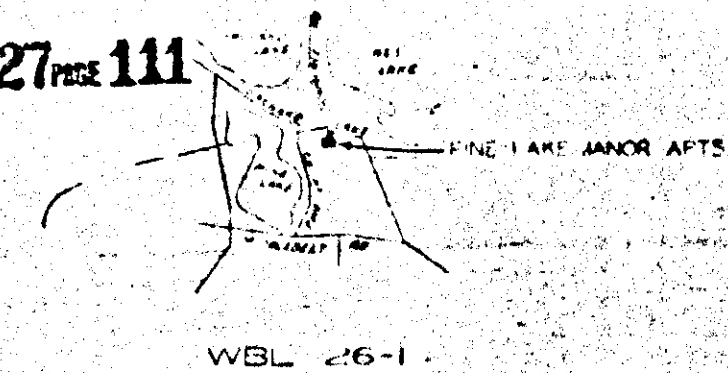
\_\_\_\_\_  
County, Mich.

RECORDED  
OAKLAND COUNTY MICHIGAN  
REGISTER OF DEEDS RECORDS  
1971 JUL 15 AM 9 AM  
[Signature]  
CLEAN REGISTER OF DEEDS

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

[Signature]  
LYNN ALLEN  
CLEAN REGISTER OF DEEDS  
1970 JUL 30 AM 8 59

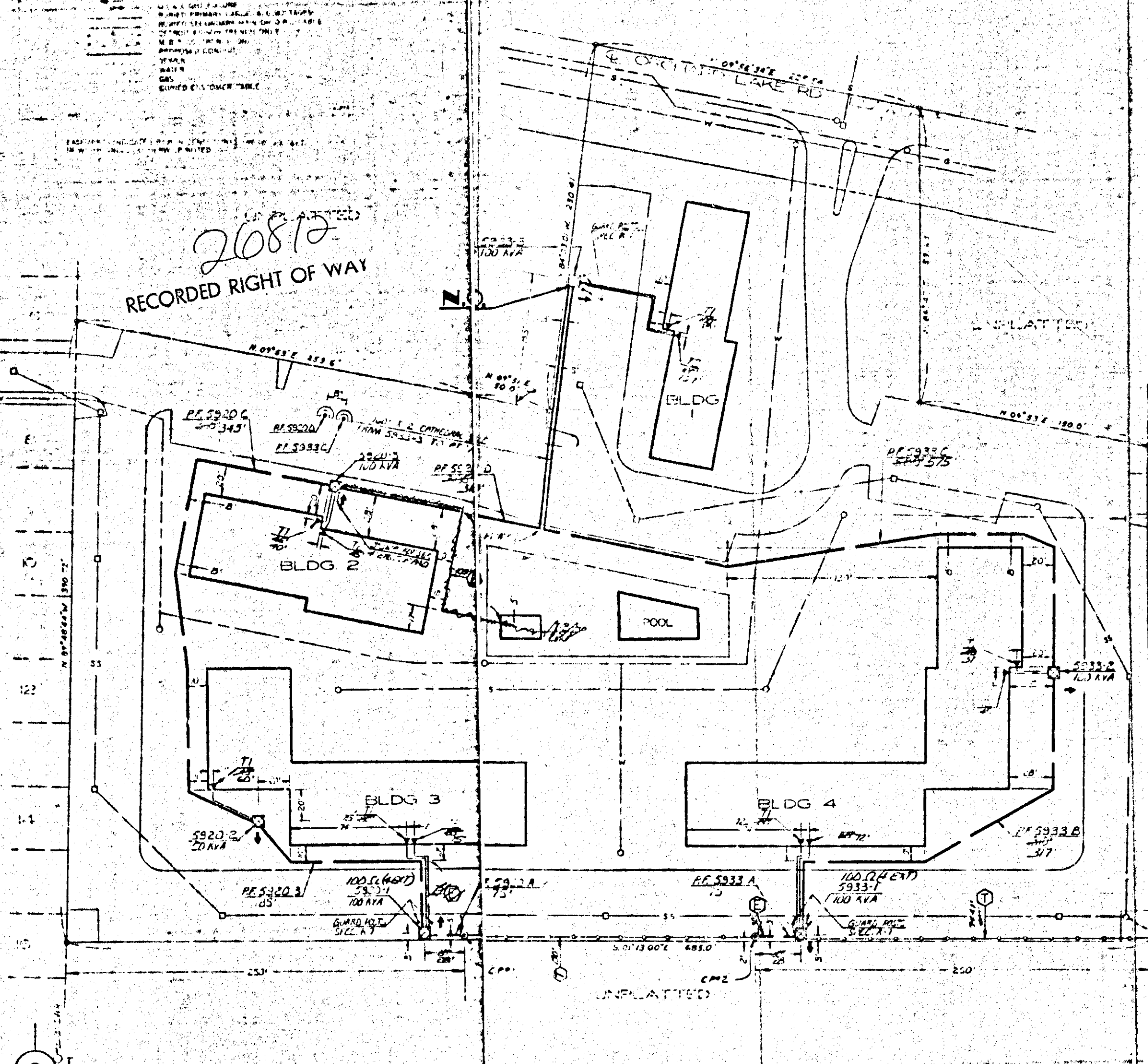
START \_\_\_\_\_  
 FINISH \_\_\_\_\_  
 DO \_\_\_\_\_  
 WO \_\_\_\_\_  
 E.C.E.M.A.N \_\_\_\_\_  
 LABOR \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_  
 SUPERVISOR \_\_\_\_\_  
 RECORDS \_\_\_\_\_



ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (NECA) AND THE NATIONAL ASSOCIATION OF ELECTRICAL DISTRIBUTION SYSTEMS (NAEBS) AS APPLICABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.

MILLWALL CT. 50' W.D.

26810  
 RECORDED RIGHT OF WAY



NOTES  
 1. SEE DRAWING 7827-1 FOR TRANS. MAT DETAIL.  
 2. SEE DRAWING 7827-2 FOR ENTRY POINT DETAIL.  
 3. SEE DRAWING 7827-3 FOR 3/4" ENTRY POINT DETAIL.  
 4. SEE DRAWING 7827-4 FOR 1/2" ENTRY POINT DETAIL.  
 5. CONTACT CONSUMER SERVICE DIVISION, PRIOR TO CONSTRUCTION FOR OBTAINING OF GAS MAINS, PHONE 333-7812.

TRENCH SUMMARY

MINI USE	2045' 1691'
PIPE	200'
MAT. O.I.L.	220' 1134'
TOTAL	2465' 2825'

4000 SUMMARY  
 ITEM NO. 12 APR 11 1951 713-3025-12453 1251'  
 ITEM NO. 12 APR 11 1951 713-3025-12453 1251'  
 ITEM NO. 12 APR 11 1951 713-3025-12453 1251'  
 ITEM NO. 12 APR 11 1951 713-3025-12453 1251'

--- TRAILER DATA ---

5920-1	100 KVA	66-1153
5920-2	100 KVA	66-1153
5920-3	100 KVA	66-1153
5933-1	100 KVA	66-1153
5933-2	100 KVA	66-1153
5933-3	100 KVA	66-1153

121 UNITS

PERMITS REQUIRED  
 CITY OF DETROIT  
 W.P. 125-1153-1251' TWP  
 (UTILIZATION ONLY)

DETAIL OF CP#1  
 SPEC. 125-1153-1251' TWP  
 A PHASE - 65K FUSE

DETAIL OF CP#2  
 SPEC. 125-1153-1251' TWP  
 A PHASE - 65K FUSE

NO.	DATE	BY	REVISION
1	11/17/51	A. THRO	REVISED TO SHOW AS INSTALLED IN FIELD FOR COMPLETE
2	11/17/51	A. THRO	
3	11/17/51	A. THRO	

11/17/51  
 132 P4 THRU 150 UP

LAYER A

THE DETROIT ELEC COMPANY  
 SERVICE PLANNING DEPARTMENT  
 1251' TWP

R26812

RECORDED RIGHT OF WAY NO. \_\_\_\_\_