

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

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 19th day of November, 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:

Pepper Hill Condominium

WHEREAS, Owners are erecting apartments known as ~~Pepper Hill Condominium~~

~~apartments~~, on land in the township of West 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.

RECORDED RIGHT OF WAY NO. 27491

RECORDED
COUNTY OF DEARBORN
REGISTER OF DEEDS
JAN 31 PM 12 44
LYNN D. ALLEN
REGISTER OF DEEDS

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

500 2100

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:

Stephen A. McNamee
Stephen A. McNamee
Irene C. Kata
IRENE C. KATA

THE DETROIT EDISON COMPANY

By W. C. Arnold
W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.
By Lillian J. H. Carroll
Lillian J. H. Carroll Assistant Secretary

MICHIGAN BELL TELEPHONE COMPANY

Linda M. Loffman
LINDA M. LOFFMAN
Marsha Pavelka
MARSHA PAVELKA

By Phillip G. Hinzinger
Phillip G. Hinzinger, Area Engineer
Staff Supervisor, Rights of Way
(Authorized Signature)

GORDON-KRAUSE COMPANY
A Michigan Corporation
16910 W. Ten Mile Road
Southfield, Michigan

By Earl Krause
Earl Krause, President
By Gerald Gordon
Gerald Gordon, Vice President

Alice Sotnik
Alice Sotnik
Alice Sotnik
Alice Sotnik
Lorraine Diswedel
Lorraine Diswedel

DRAFTED BY: AND RETURN TO:
MELFOND HARTMAN
MICHIGAN BELL TELEPHONE CO.
29350 SOUTHFIELD - ROOM 25
SOUTHFIELD, MICHIGAN 48076

PLEASE PRINT OR TYPE NAMES
UNDER ALL SIGNATURES

RECORDED RIGHTS

29762

State of Michigan

(LIBER 5807 PAGE 894)

County of Wayne

LIBER 7773 PAGE 573

On this 19th day of November, 1971 before me appeared

Earl Krause and Gerald Gordon

to me personally known, who being by me severally duly sworn, did say that they

are respectively President and Vice President

of Gordon-Krause Company, 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 Earl Krause and Gerald Gordon

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

Corporation.

My commission expires: January 19, 1974

Christine C. Salow
Notary Public
Christine C. Salow
Wayne County, Michigan

APPENDIX A

Pepper Hill Condominium

~~West Bloomfield Township~~ part of the Southeast $\frac{1}{4}$ of Section 27, T2N, R9E, West Bloomfield Township, Oakland County, Michigan, being described as follows:

Beginning at a point, said point being N. 0° 39' 50" W., 825.00' and S. 88° 59' 59" W., 335.50' from the Southeast corner of Section 27, T2N, R9E; Thence S. 88° 59' 59" W., 654.50'; Thence N. 0° 39' 50" W., 495.0' to the South line of Rolling Hills Subdivision, as recorded in Liber 119, Pages 37 and 38 of Plats, Oakland County Records; Thence N. 88° 59' 59" E., along the South line of Rolling Hills Subdivision, 654.5'; Thence S. 0° 39' 50" E., 264'; Thence N. 88° 59' 59" E., 335.5' to the East line of Section 27; Thence S. 9° 39' 50" E., 67.0' along the East line of Section 27; Thence S. 88° 59' 59" W., 335.5'; Thence s. 0° 39' 50" E., 164.0' to the point of beginning.

Except that portion taken or now used for road purposes along the Easterly boundary of said described parcel.

RECORDED RIGHT OF WAY NO. 27491

proofread mf

DRAFTED BY: AND RETURN TO:
MELFORD HARTMAN
MICHIGAN BELL TELEPHONE CO.
29350 SOUTHFIELD - ROOM 25
SOUTHFIELD, MICHIGAN 48076

STATE OF MICHIGAN)
 SS
COUNTY OF WAYNE)

On this 11th day of January, 1972, 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. Katan
Notary Public IRENE C. KATAN
Wayne County, Michigan

FILED
MICHIGAN
APR 22 PM 4 03

CLERK REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. 27491

STATE OF MICHIGAN)
 SS
COUNTY OF OAKLAND)

On this 7th day of January, 1972, before me the sub-
scriber, a Notary Public in and for said County, appeared Phillip G. Hilzinger
to me personally known, who being by me duly sworn, did say that he is Area
Engineer, 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 Phillip G. Hilzinger
acknowledged said instrument to be the free act and deed of said Corporation

My Commission expires: _____

Melford Hartman
Notary Public

County, Michigan

MELFORD HARTMAN
Notary Public, Wayne County, Michigan
Acting In Oakland County
My Commission Expires Sept. 15, 1975

DRAFTED BY: AND RETURN TO:
MELFORD HARTMAN
MICHIGAN BELL TELEPHONE CO.
29350 SOUTHFIELD - ROOM 25
SOUTHFIELD, MICHIGAN 48076

RIGHT OF WAY

Received of the Michigan Bell Telephone Company, a Michigan Corporation, whose principal offices are 1365 Cass Avenue, Detroit 26, Michigan, the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, in consideration of which I, we Gordon-Krause Company, 16910 W. Ten Mile Rd., Southfield, Mich. Detroit & Northern Savings & Loan Association, 1133 Griswold, Detroit, Mich.

a Michigan Corporation
hereby grant and convey to the said Company, its successors, assigns, lessees, licensees and agents an easement right of way to construct, reconstruct, maintain, operate and/or remove lines of communications facilities consisting of conduits, cables, and other fixtures and appurtenances as they from time to time may require, with the right of ingress and egress upon the herein described lands for the purpose of the right of way granted, under, across, upon and/or over the lands I, we own, or in which I, we have an interest, in Section 27, Township of West Bloomfield, T 2N, R 9E, County of Oakland, State of Michigan, and more fully described as follows:

The East 6 feet of the following: Part of the Southeast $\frac{1}{4}$ of Section 27, T2N, R9E, described as beginning at a point on the West line of Orchard Lake Road, N 0° 39' 50" W, 825.0 feet and S 88° 59' 59" W, 60.0 feet from the Southeast corner of said Section 27; thence N 0° 39' 50" W, parallel to the East line of said Section, 164.0 feet; thence S 88° 59' 59" W, 275.50 feet; thence S 0° 39' 50" E, 164.0 feet; thence N 88° 59' 59" E, 275.50 feet to the point of beginning. Containing 1.037 acres of land.

Said system to be located within the easement described as follows:

Within the above described 6 foot strip of land

THIS GRANT is hereby declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.

IN WITNESS WHEREOF, we _____ have hereunto set our _____ hand and seal this 20th day of December, 1971.

WITNESS:

Gordon-Krause Company

Michael S. Knight
Michael S. Knight
John C. Fletcher
John C. Fletcher

By Earl Krause
Earl Krause, President
By Gerald Gordon
Gerald Gordon, Vice President

Detroit & Northern Savings & Loan Association

Florence D. Naumes
Florence D. Naumes
Felma A. Walitalo
Felma A. Walitalo

By K. B. Seaton
K. B. Seaton, President
By Blanche B. MacLean
Blanche B. MacLean, Secretary-Treasurer

RECORDED RIGHT OF WAY NO. 27991

State of Michigan

County of Wayne

On this 7th day of December, 1971, before me appeared

Earl Krause and Gerald Gordon

to me personally known, who being by me severally duly sworn, did say that they are respectively President and Vice President

of Gordon-Krause Company, 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 Earl Krause and Gerald Gordon

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

corporation.

My commission expires: March 21, 1975

Michael S. Knight
Notary Public
Michael S. Knight
Wayne County, Michigan

State of Michigan

County of Houghton

On this 3 day of January, 1972, before me appeared

K. D. Seaton and Blanche B. MacLean

to me personally known, who being by me severally duly sworn, did say that they are respectively President and Secretary-Treasurer

of Detroit & Northern Savings & Loan Association, 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 K. D. Seaton and Blanche B. MacLean

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

corporation.

My commission expires: February 25, 1973

Felma A. Walitalo
Notary Public Felma A. Walitalo

Houghton County, Michigan

RECORDED RIGHT OF WAY NO. 27491

EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the undersigned owners and parties having interest in lands herein described grant 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, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, 1365 Cass Avenue, Detroit, Michigan, 48226, EASEMENTS for their underground lines for the transmission and distribution of electricity and communication services, including the necessary above ground transformers, secondary connection pedestals, communication facilities, cable poles and equipment, under, across and upon the following described land in the Township of West Bloomfield, County of Oakland, State of Michigan, described as:

The North 10 feet of the following described parcel of land: Part of the Southeast 1/4 of Section 27, T2N, R9E, described as beginning at a point on the West line of Orchard Lake Road, N. 0° 39' 50" W., 825.0 ft. and S. 88° 59' 59" W., 60.0 ft. from the Southeast corner of said Section 27; Thence N. 0° 39' 50" W., parallel to the East line of Said Section, 164.0 ft.; Thence S. 88° 59' 59" W., 275.50 ft.; Thence S. 0° 39' 50" E., 164.0 ft.; Thence N. 88° 59' 59" E., 275.50 ft. to the point of beginning. Containing 1.037 Acres.

These EASEMENTS shall be subject to all restrictions dated ~~December~~ November 19, 1971 (to be recorded) pertaining to underground electric and communication services for the aforementioned subdivision.

Signed and sealed this 9th day of December, 1971.

IN THE PRESENCE OF:

Witness signatures: Michael S Knight, John C Fletcher, Florence D. Naumes, Felma A. Walitalo. Notary: Lynn D. Allen, Clerk-Register of Deeds.

1972 JAN 31 PM 12 44

GORDON-KRAUSE COMPANY A Michigan Corporation 16910 W. Ten Mile Rd. Southfield, Michigan

OAKLAND COUNTY REGISTER OF DEEDS

By Earl Krause, President

By Gerald Gordon, Vice President

DETROIT & NORTHERN SAVINGS & LOAN ASSOCIATION A Michigan Corporation 1133 Griswold Detroit, Michigan

By K. D. Seaton, President

By Blanche B. MacLean, Secretary-Treasurer

RECORDED RIGHT OF WAY NO. 27491

DRAFTED BY: AND RETURN TO: MELFORD HARTMAN MICHIGAN BELL TELEPHONE CO. 29350 SOUTHFIELD - ROOM 25 SOUTHFIELD, MICHIGAN 48076

300

State of Michigan

County of Wayne

On this 9th day of December, 1971, before me appeared

Earl Krause and Gerald Gordon

to me personally known, who being by me severally duly sworn, did say that they are respectively President and Vice President

of Gordon-Krause Company, 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 Earl Krause and Gerald Gordon

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

Corporation.

My commission expires: _____

MICHAEL S. KNIGHT
Notary Public Wayne County, Mich.
My Commission Expires March 21, 1975

Michael S. Knight
Notary Public

Wayne County, Michigan

State of Michigan

County of Houghton

On this 13 day of December, 1971, before me appeared

K. D. Seaton and Blanche B. MacLean

to me personally known, who being by me severally duly sworn, did say that they are respectively President and Secretary-Treasurer

of Detroit & Northern Savings & Loan Association, 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 K. D. Seaton and Blanche B. MacLean

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

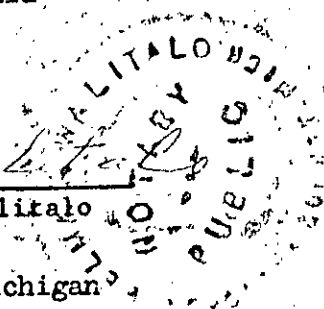
Corporation.

My commission expires: Feb. 25, 1973

DRAFTED BY: AND RETURN TO:
MELFORD HARTMAN
MICHIGAN BELL TELEPHONE CO.
29350 SOUTHFIELD - ROOM 25
SOUTHFIELD, MICHIGAN 48076

Felma A. Walitalo
Notary Public Felma A. Walitalo
Houghton County, Michigan

RECORDED RIGHT OF WAY NO. 27491



THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date November 28, 1973

Gordon Krause Co.

16910 W. Ten Mile Road

Southfield, Michigan

Regarding Pepperhill Condominium Part III Bldg. #6

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 feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on 11-5-73.

The cost to you for said electric line installation is \$ 1780.00 based on 890 trench feet or lot front feet. Extra charges in addition to the above will be \$ -- as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

795	feet main trench
<u>95</u>	feet service to bldg. #6
890	feet

Page 1

Page 2

The Detroit Edison Company
Date November 28, 1973

Pepperhill Condominium Part III, Bldg. #6

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 will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign ^{one} ~~three~~ of the enclosed copies and return them. You may retain ~~two~~ a ~~fourth~~ copy for your file.

Very truly yours,

Harold Sweet
Service Planner

ACCEPTED:

Name Ernest Bond

Title Vice Pres.

Name _____

Title _____

Date April 16, 1974

RECORDED RIGHT OF WAY NO. 27491

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date: November 14, 1973

Gordon Krause Co.

16910 W. Ten Mile Road

Southfield, Michigan

Re: Pepperhill Condo. Part III Bldg. #6

Gentlemen:

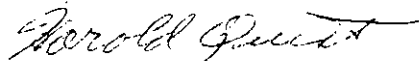
Pursuant to establishing a field construction date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until this is accomplished. In addition, you must agree to pay all frost charges if involved, at a cost not to exceed \$1.00 per linear foot of trench.

one copy

Please sign and return ~~three copies~~ of the certificate below. You may retain the ~~fourth~~ copy for your file.

second

Very truly yours,



Harold Quist

Service Planner

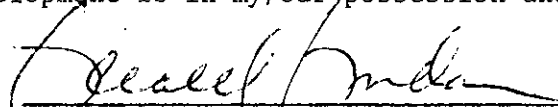
11-28-73

Date

C-E-R-T-I-F-I-C-A-T-E

I/We, the undersigned, hereby certify to The Detroit Edison Company that all grading in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four (4) inches of final grade.

I/We, the undersigned, agree to pay all frost charges if involved, at a price not to exceed that shown above and further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of The Detroit Edison Company underground construction drawing No. A-6362 for this development is in my/our possession and will be used for this purpose.


Signed

Signed

Vice Pres

Title

April 16, 1974

Date

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

TO Engineering Coordinator Supervisor

DATE 1-11-72

TIME _____


Building H-250, Warren Service Center

Re: Underground Service, Bloomfield on the Lake Shores #2, W. Bloomfield Township, Oakland Co.

Agreements - Easements obtained. OK to proceed with construction.

COPIES TO: D. Foley, Pontiac Service Center
file

SIGNED


Stephen A. McNamee
Sr. Staff Attorney/lhd

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

RECORDED RIGHT OF WAY NO. 24491

L-1113
P575

P576

P577

Item	Quantity	Remarks
100-0	100	100-0
100-1	50	100-1
100-2	25	100-2



NOTE:
 1. ALL DIMENSIONS ARE IN METERS
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED
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6 UNITS

NOTE: ALL DIMENSIONS ARE IN METERS
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LEGEND:
 1. ALL DIMENSIONS ARE IN METERS
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Item	Quantity	Remarks
100-0	100	100-0
100-1	50	100-1
100-2	25	100-2