

Liber 2268
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Re-record - Liber 2485
Page 765

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 9th day of February, 1972, 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 Knottingham Apartments, on land in the Township of Clinton County of Macomb, 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 and 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 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. However, secondary electric service and communication entrance line locations, as shown on an "as installed" drawing are not guaranteed; actual locations can be determined after contact with utilities.

(5) Owners to pay the cost of conduit for electric and/or communication facilities to accommodate patios or similar site conditions.

(6) Easements herein granted are subject to the following restrictions and additional conditions:

a. Said easements shall be subject to Orders 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.

RECORDED RIGHT OF WAY NO. 27586

Witnessed Jan
N.C. 133
11-16 (Burtis - Jan)
ADT

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. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.

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 assigned 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 Assistant Secretary

Irene C. Kata
IRENE C. KATA

MICHIGAN BELL TELEPHONE COMPANY

Linda M. Loffman
LINDA M. LOFFMAN

By William F. Murray, Jr.
William F. Murray, Jr.
Acting Staff Supervisor, Right of Way
(Authorized Signature)

Marsha Pavelka
MARSHA PAVELKA

KNOTTINGHAM APARTMENTS
A Michigan Limited Partnership
18860 W. Ten Mile Road
Southfield, Michigan

Robert Alderton
Robert Alderton

By Harold Blumstein
Harold Blumstein, Partner

Donna Martin
Donna Martin

RECORDED RIGHT OF WAY NO. 7586

ORDER
FOR USE
FORM 77 12-53

TO **Engineering Coordinator Supervisors** DATE **2-14-72** TIME _____

Blk. H - Room 250 W.S.C.

RE: Underground Service - Nottingham Apts., Clinton Twp., Macomb County
Agreements and Easements obtained - OK to proceed with construction.

COPIES TO: **E. Miles - MC. Clemens Office**

SIGNED *R. DeW. Boelie*
Robert W. Boelie:jpm
Staff Attorney

REPORT **File**

DATE RETURNED _____ TIME _____ SIGNED _____

State of Michigan

County of Oakland

On this 8th day of FEBRUARY, 1972, before me, a Notary Public, personally appeared Harold Blumenstein to me personally known, who being by me sworn, did say that he is a member of the partnership known as Knottingham Apartments, a Michigan Limited Partnership which executed the within instrument and that he acknowledged said instrument to be the free act and deed of the said partnership.

My Commission expires: May 24, 1977

Wendy Murrurian
Notary Public Wendy Murrurian
Oakland County, Michigan

APPENDIX "A"

Knottingham Apartments

The East $\frac{1}{2}$ of Lots 11, 12, 13, 14, 15 and 16 of "The Meadows Subdivision" as recorded in Liber 20 of Plats on Page 6, Macomb County Records, and part of Private Claim 138, all in T2N, R13E, Clinton Township, Macomb County, Michigan, more particularly described as follows: Commencing at the Northeast corner of Lot 1 of said "The Meadows Subdivision" and thence extending N 3° 51' 30" E, 116.83 feet; thence S 48° 53' 30" E, 161.88 feet along the Northerly side line of Wellington Crescent Blvd., thence S 3° 51' 30" W, 340.78 feet; thence S 86° 08' 30" E, 105.44 feet; thence S 3° 51' 30" W, 1262.69 feet along the Easterly line of P.C. 138, thence N 86° 29' 30" W, 414.30 feet along the centerline of Iroquois Drive (60 ft. wide); thence N 3° 51' 30" E, 630.0 feet; thence S 86° 29' 30" E, 180.0 feet along the Northerly line of said Lot 11, thence N 3° 51' 30" E, 956.05 feet along the Easterly line of "The Meadows Subdivision" to the point of beginning and containing a total of 10.552 acres of land.

Reserving the Southerly 30 feet for Iroquois Drive and the recorded easement for Wellington Crescent Blvd. on the North and the recorded 30 foot easement for the Ingleside Radde Drain along the Easterly most side of the above described parcel and also subject to any other easements of record.

produced mp

RECORDED - FIGHT OF WAY NO. 217586

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 17th day of February, 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. Kata
Notary Public IRENE C. KATA

Wayne County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 10th day of February, 1972, before me, the
subscriber, a Notary Public in and for said County, appeared William F. Murray,
Jr. to me personally known, who being by me duly sworn, did say that he is
Acting 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 William F. Murray, Jr. 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

RECORDED RIGHT OF WAY NO. 27586



CLN. 13. 41-284

- DT. DEAD FRONT TYPE
- DT. NON SWITCHING - LIVE FRONT TYPE
- DT. SWITCHING - LIVE FRONT TYPE
- DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY TERMINAL
- CABLE POLE
- PRIMARY SWITCH CABINET
- BURIED PRIMARY CABLE - ALL VOLTAGES
- BURIED SECONDARY SERVICE CABLE
- DETROIT EDISON TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT

HARRINGTON BLVD

MEADOWS BLVD 60' W.D.

THE MEADOWS SUBV. 1-20 U.S.

27586
 IMPROVED RIGHT OF WAY NO.

WELLINGTON RESIDENT

N. 8° 51' 30" E. 1072.28'

116.83'

S. 48° 53' 30" E. 161.88'

S. 3° 51' 30" W. 340.78'

S. 86° 00' 30" E. 105.44'

S. 3° 51' 30" W

BLDG. A

LEGEND
 1" = 10' N
 STORY SEWER 8"
 24" SEWER 8"

RECORDED
 INDEXED
 FILED
 DEPT. OF CITY ENGINEER
 1925

DATE	BY	CHECKED	APPROVED	PROJECT	DESCRIPTION	SHEET
					"AS INSTALLED"	2
THE DETROIT EDISON COMPANY SERVICE PLANNING DEPARTMENT						SHEET 1 OF 2

2252E

118'33"

161'53"

SECTION 10

10, MO

RECORDED RIGHT OF WAY NO. 27586

27586

FILE ENC
69

CORDER NUMBER OF FAX NO. 27586

2A
INSTALLED