

PROPOSED SUBDIVISIONS
(Not Platted)

LAKE OAK FARMS SUB. #2 1972 JAN 17 PM 2 12

AGREEMENT - EASEMENT - RESTRICTIONS

CLARENCE BLACKBURN
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI

This instrument made this 24th 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 referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

W I T N E S S E T H :

WHEREAS, Owners are developing land for subdivision purposes in the Township of Green Oak, Livingston County, Michigan, as described in Appendix "A", attached hereto and made a part hereof, and

WHEREAS, the plat of said subdivision will not be recorded until a later date and Owners desire EDISON and BELL to install their underground lines and facilities prior to said recording.

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) Easements for installation of electric and communication services are hereby granted by the Owners to EDISON and BELL as set forth in the attached copy of proposed plat. Any additional easements needed by EDISON and BELL shall be granted by Owners in a separate instrument.
- (3) Owners will place survey stakes indicating property lot lines before trenching.
- (4) Where sewer lines will parallel electric and communication lines, sewer taps must be extended into each lot for a distance of one (1') foot beyond the easement limits. Underground sewer and water lines may cross but shall not be installed parallel within the six (6') foot easements used by EDISON and BELL.
- (5) 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.
- (6) No excavations (except for public utility purposes) and no structures or permanent apparatus of any kind (except line fences and driveways) shall be allowed within the public utility easements used by EDISON and BELL. EDISON and BELL shall have no liability to Owners for removal of trees or plant life lying within said easements which, in the sole opinion of EDISON and BELL, interferes with their facilities or when removal is necessary to repair and maintain the underground service facilities.
- (7) Owners to provide for clearing the easements of trees, large stumps and obstructions sufficient to allow trenching equipment to operate.

DE FORM LE 18 1-71 CS

-1-

This easement is re-recorded for the purpose of showing the planned "as installed" centerlines of easements granted as shown on the drawing attached hereto.

*Green Oak
Lake Oaks Farms #2*

CLARENCE BLACKBURN
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
1971 AUG 16 PM 2 07

RECORDED

RECORDED RIGHT OF WAY NO. 27096

(8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.

(9) 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 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.

(10) Owners hereby grant EDISON and BELL the right to install their secondary service and communication lines from termination of utility facilities to the meter or communication terminal point as the case may be.

(11) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by \$1.25. Where special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders, from time to time, by the Michigan Public Service Commission.

(12) EDISON will own and maintain the secondary service lateral from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (9) above shall be borne by Owners.

(13) Upon the further acceptance and recording of the plat for the above described land, the easements herein granted and all the terms and conditions hereof shall merge with and be part of the private easements for public utilities indicated on said plat, only on condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior public utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

This Agreement-Easement-Restriction shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned 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. Kaya
IRENE C. KAYA

Marsha Pavelka
MARSHA PAVELKA

Karen Guenther
KAREN GUENTHER

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, ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By Phillip G. Hilzinger
Phillip G. Hilzinger, Area Engineer
~~Staff Supervisor, Right of Way~~
(Authorized signature)

DE FORM LE 13 1-71 CS

-2-

CLARENCE FOXSON
REGISTER
LIVINGSTON

1971 AUG 16 PM 2 03

RECORDED RIGHT OF WAY NO. 27596

In the Presence of:

NORTH AMERICAN LAND COMPANY, INC.
a Michigan Corporation
8401 Lee Road, Brighton, Mich. 48116

William J. Horen
William J. Horen
Richard A. Miller
Richard A. Miller
Robert E. Davis
Robert E. Davis

BY: Robert E. Davis Pres.
ROBERT E. DAVIS
BY: Larry Hill
LARRY HILL

William F. Knoebel
William F. Knoebel

William J. Horen
William J. Horen
Robert E. Davis
Robert E. Davis
Richard A. Miller
Richard A. Miller

Janet R. Knoebel
Janet R. Knoebel, his wife
6545 Wilson Dr., Brighton, Michigan 48116

William J. Horen
William J. Horen
Charlotte M. Horen
Charlotte M. Horen, his wife
6567 Wilson Dr., Brighton, Michigan 48116

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF LIVINGSTON COUNTY, a Mich. corporation
611 E. Grand River Ave., Howell, Mich. 48843

Norma A. Hartmann
Norma A. Hartmann
Nancy Finch
Nancy Finch

BY: Charles E. Trim
Charles E. Trim, Vice President
BY: Walker A. Aaron
Walker A. Aaron, Asst. Vice Pres.

APPENDIX "A"

Commencing at the East 1/4 Corner of said Section 6, thence S. 89°33' W. 1983.40 feet, thence West 496.0 feet, thence South 193.0 feet to the N.W. corner of lot 29 of the recorded plat of "LAKE OAKS FARMS NO. 1" being the point of beginning; thence along the West Plat Boundary of said recorded plat, S. 19°25' E. 252.0 feet, thence S. 10°45' E. 139.85 feet, thence S. 760.40 feet, thence leaving said plat boundary and along the South 1/8 Line, S. 89°31' W. 1339.96 feet, thence N. 1°50' W. 1145.91 feet to the S.W. corner of Lot 12 of said recorded plat, thence along the South Plat Boundary N. 89°55' E. 1266.67 feet (recorded East 1195.83 feet) to the point of beginning; containing Lots 30 through 81 inclusive and Outlots D, E, and F.

PREPARED BY: Peter A. Marquardt
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: James C. Wetzel
2000 Second Avenue - Rm. 226
Detroit, Michigan 48226

RECORDED
1971 AUG 16 PM 2 03
CLARENCE BLACKBURN
REGISTER OF DEEDS
LIVINGSTON COUNTY, MICH.
1972 JAN 17 PM 2 11
CLARENCE BLACKBURN
REGISTER OF DEEDS
LIVINGSTON COUNTY, MICH.

RECORDED RIGHT OF WAY NO. 87596

STATE OF MICHIGAN)
SS
COUNTY OF Livingston

On this 24th day of June, 1971, before me the subscriber, a Notary Public in and for said County appeared Robert E Davis and Patricia Ann Hill to me personally known, who being by me duly sworn did say they are the President and Secretary of NORTH AMERICAN LAND COMPANY, INC., a Michigan Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors and Robert E Davis and Patricia Ann Hill acknowledged said instrument to be the free act and deed of said corporation.



Edward J. Cartier
Edward J. Cartier
Notary Public, _____ County, Michigan
My Commission Expires _____

STATE OF MICHIGAN)
SS
COUNTY OF Livingston

EDWARD J. CARTIER
Notary Public, Livingston Co., Mich.
My Comm. Expires June 11, 1974

On this 24th day of June, 1971, before me the subscriber, a Notary Public in and for said County, personally appeared WILLIAM F. KNOEBEL and JANET R. KNOEBEL, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Edward J. Cartier
Notary Public, _____ County, Michigan
My Commission Expires _____

STATE OF MICHIGAN)
SS
COUNTY OF Livingston

EDWARD J. CARTIER
Notary Public, Livingston Co., Mich.
My Comm. Expires June 11, 1974

On this 24th day of June, 1971, before me the subscriber, a Notary Public in and for said County, personally appeared WILLIAM J. HOREN and CHARLOTTE M. HOREN, His wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Edward J. Cartier
Notary Public, _____ County, Michigan
My Commission Expires _____

STATE OF MICHIGAN)
SS
COUNTY OF Livingston

EDWARD J. CARTIER
Notary Public, Livingston Co., Mich.
My Comm. Expires June 11, 1974

On this 25th day of June, 1971, before me the subscriber, a Notary Public in and for said County appeared Charles E. Trim and Walker A. Aaron to me personally known, who being by me duly sworn did say they are the Vice Pres. and Asst. Vice President of FIRST FEDERAL SAVINGS & LOAN ASSOC. OF LIVINGSTON COUNTY, a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and Charles E. Trim and Walker A. Aaron acknowledged said instrument to be the free act and deed of said corporation.

Norma A. Hartmann
Norma A. Hartmann
Notary Public, Livingston County, Michigan

My Commission Expires 4-19-74

RECORDED RIGHT OF WAY NO. 27546

1972 JAN 17 PM 2 12

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

CLARENCE BLACKBURN
REGISTER OF DEEDS
LIVINGSTON COUNTY, MICH.

On this 4th day of August, 1971, before me the subscriber,
a Notary Public in and for said County, appeared W. C. Arnold and
Lillian J.H. Carroll, to me personally known, who being by me duly sworn
did say 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 instru-
ment is the corporate seal of 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.

Irene C. Kata
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 9th day of August, 1971, before me the subscriber,
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 the ~~staff~~
Area Engineer
~~Supervisor of Right of Way~~ authorized by and for MICHIGAN BELL TELEPHONE COMPANY,
a Michigan corporation, and that said instrument was signed in behalf of said cor-
poration, by authority of its Board of Directors, and Phillip G. Hilzinger
acknowledged said instrument to be the free act and deed of said corporation.

Melford Hartman
Notary Public, Oakland County, Michigan

My Commission Expires: _____

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

CLARENCE BLACKBURN
REGISTER OF DEEDS
LIVINGSTON COUNTY, MICH.

1971 AUG 16 PM 2 03

RECORDED RIGHT OF WAY NO. 87596

RECORDED

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

TO Engineering Coordinator Supervisor DATE 8-3-71 TIME _____
Building H-250, Warren Service Center

Re: Underground Service, Lake Oak Farms Sub. No. 2, Green Oak Twp., Livingston County
Agreements and Easements obtained. OK to proceed with construction.
W. Bingley, Howell District Office

COPIES TO: file

SIGNED

Peter A. Marquardt/lhd
Law Department

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

January 12, 1972

Mr. Robert E. Davis
8401 Lee Road
Brighton, Michigan 48116

Re: Lake Oak Farms Sub. #2

Dear Mr. Davis:

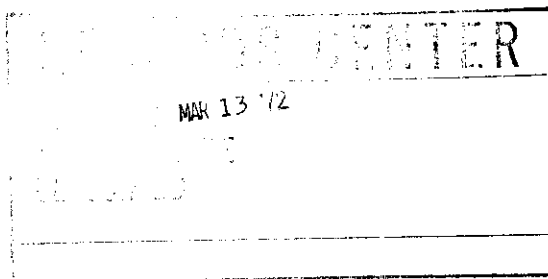
We are enclosing herewith a copy of the "as installed" drawing number U-38009 for the underground electric and communication services for the above named project.

Very truly yours,

James J. Daskaloff
Staff Attorney

: lhd

Enclosure



RECORDED RIGHT OF WAY NO.

27596
27596

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

March 16, 1971

Mr. Robert E. Davis
8401 Lee Road
Brighton, Michigan 48116

Re: Lake Oak Farms Sub. #2

Dear Mr. Davis:

Enclosed is the original and three copies of the Agreement-Easement-Restrictions for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses and notary.

Your attention is called to Paragraph No. 9 of this Agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to:

Mr. Peter A. Marquardt, Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2571).

Very truly yours,

P.A.M.

Peter A. Marquardt
Law Department

: sa
Enclosures

RECORDED
RIGHT OF WAY NO. 87596

THE DETROIT EDISON COMPANY
Service Planning Department
316 E. Grand River Avenue
Howell, Michigan 48843

March 1, 1971

Mr. Robert E. Davis
2401 Lee Road
Brighton, Michigan 48116

SUBJECT: Lake Oaks Farms Subdivision #2

Dear Sir:

Subject to our agreement with you for the installation of underground lines in Lake Oaks Farms Subdivision #2, The Detroit Edison Company will own, install, and maintain its electric lines and equipment and provide trenching in easements six (6') feet in width which you will provide in the platted or proposed platted subdivision described above.

The total cost to you for said electric line installation is \$5,867, based on the sum of the front lot line measurements as measured along the contour of the front lot lines multiplied by \$1. Where a street borders on more than one side of a lot, the shortest dimension will be used. In curved lot lines bordering a street representing at least two sides of the lot, the front-foot measurement shall be one-half (1/2) of the total measurement of the curved lot line. 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 by the Michigan Public Service Commission.

Normally, trenching operations will not be undertaken during December, January, February, or March unless suitable soil conditions exist. However, if you request us to trench under adverse conditions, a charge will be made for the additional costs to us over and above the trenching cost stated above before we will proceed with the installation.

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, employees, successors, and assignees. If such damage should occur, we will require reimbursement for any such damage.

For your convenience, we will bill you on terms of thirty (30) days.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

ACCEPTED
Robert E. Davis
Date 3-4-71

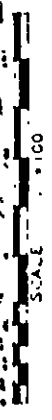
Very truly yours,
William J. Bingley
William J. Bingley
Area Service Planner

RECORDED RIGHT OF WAY NO. 27596

Proposed Lake OAKS FARMS NO. 2

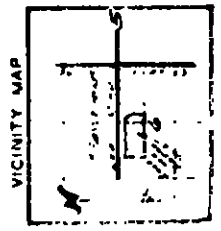
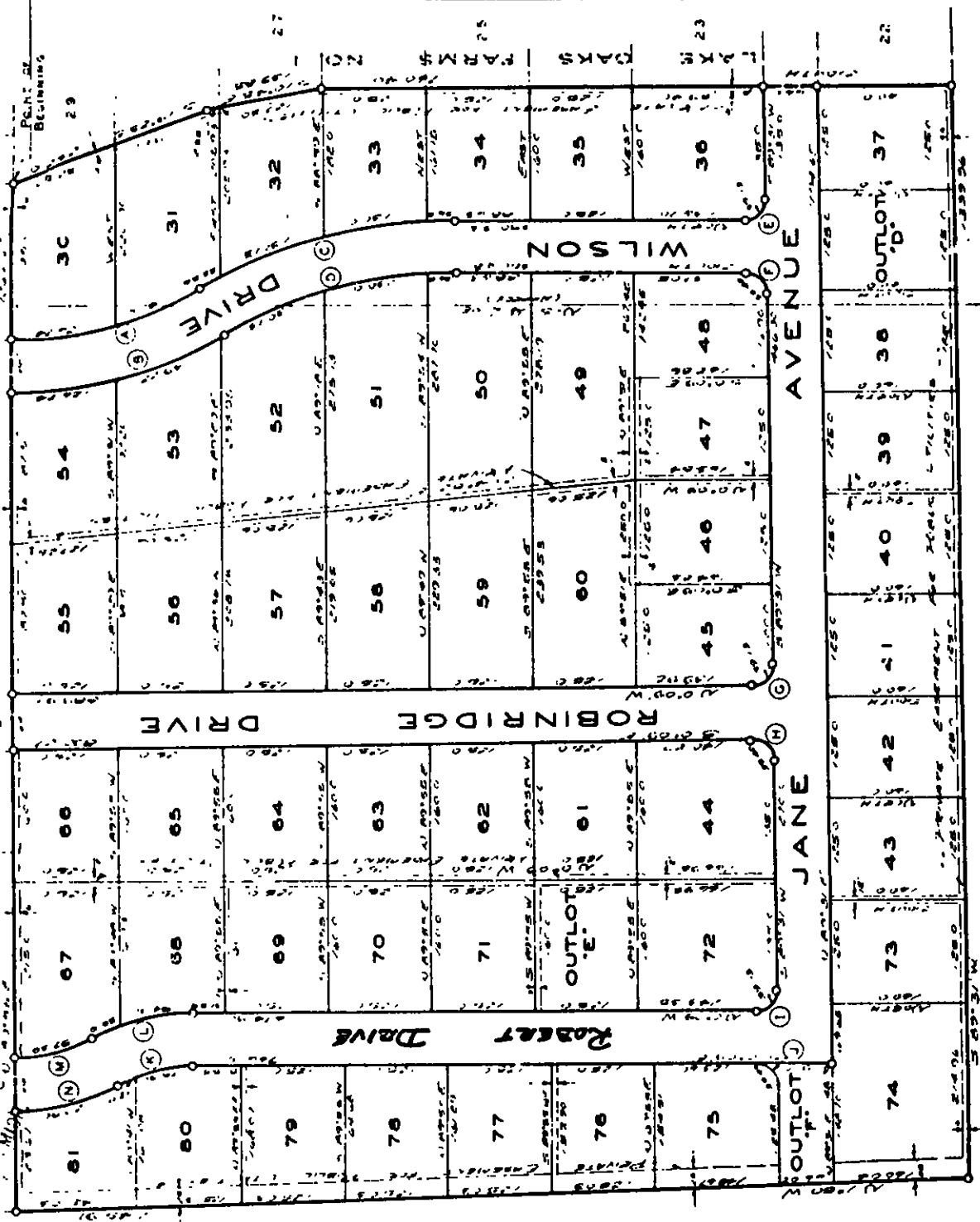
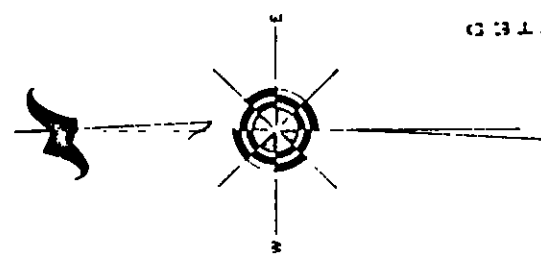
LIBER 578 CASE 380
 592 1922 20

A SUBDIVISION OF PART OF THE NW 1/4 OF THE SE 1/4 AND PART OF THE NE 1/4 OF SECTION 6, T. 1 N. R. 3 E., GREEN OAK TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



1971 Aug 16 PM 2 03

CLARENCE BLACKBURN
 REGISTER OF DEEDS
 LIVINGSTON COUNTY, MICHIGAN



UNPLATTED

CURVE	B	RAD	CHD	CHD BEARING
A	100.00	100.00	100.00	100.00
B	100.00	100.00	100.00	100.00
C	100.00	100.00	100.00	100.00
D	100.00	100.00	100.00	100.00
E	100.00	100.00	100.00	100.00
F	100.00	100.00	100.00	100.00
G	100.00	100.00	100.00	100.00
H	100.00	100.00	100.00	100.00
I	100.00	100.00	100.00	100.00
J	100.00	100.00	100.00	100.00
K	100.00	100.00	100.00	100.00
L	100.00	100.00	100.00	100.00
M	100.00	100.00	100.00	100.00
N	100.00	100.00	100.00	100.00

0
4

RECORDED RIGHT OF WAY NO. 27596

104-1087	HTUX
9	RECORDED

1972 JAN 17 PM 2 12

CLARENCE BLACKBURN
REGISTER OF DEEDS
LIVINGSTON COUNTY, MISS.