

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

(LIBER 5958 PAGE 386)

50 29214

LIBER 7763 PAGE 680

AGREEMENT - EASEMENT - RESTRICTIONS

(72 87509)

1-11/79

This instrument made this 15th day of September, 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".

WITNESSETH:

WHEREAS, Owners are erecting apartments known as Royal Park Townhouses on land in the City of Royal Oak 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 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.

28198

DRAFTED BY AND RETURN TO: M. HARTMAN, MICHIGAN BELL 360 PLAZA DRIVE ROOM 1510 DETROIT, MICHIGAN 48226

600 \$17.00

LIBER 5958 PAGE 387
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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:

George Williams
GEORGE WILLIAMS

Irene C. Kata
IRENE C. KATA

Diana Jezbick
DIANA JEZBICK

Marsha Pavelka
MARSHA PAVELKA

Richard L. Komer
Richard L. Komer

Jane M. Graham
Jane M. Graham

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 William F. Murray, Jr.
WILLIAM F. MURRAY, JR.
Staff Supervisor, Right of Way
(Authorized Signature)

BILTMORE HOMES COMPANY
A Michigan Corporation
2900 W. Maple Road
Troy, Michigan 48084

By Norman J. Cohen
Norman J. Cohen, President

By Abraham Ran
Abraham Ran, Vice President

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

RECORDED RIGHT OF WAY NO 28198

IN THE PRESENCE OF:

Charles C. Purcilla
Charles C. Purcilla

Florence Bennett
Florence Bennett

Richard L. Komer
Richard L. Komer

Leila Bennett
Leila Bennett
Both of: 3605 Crooks Road
Royal Oak, Michigan

Charles C. Purcilla
Charles C. Purcilla

Kenneth Knepper
Kenneth Knepper

Richard L. Komer
Richard L. Komer

Lily Rose Knepper
Lily Rose Knepper, his wife
a/k/a Lillian R. Knepper
3319 Crooks Road
Royal Oak, Michigan

State of Michigan

County of Oakland

On this 15th day of September, 1972, before me appeared Norman J. Cohen and Abraham Ran to me personally known, who being by me severally duly sworn, did say that they are respectively President and Vice President of BILTMORE HOMES 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 Norman J. Cohen and Abraham Ran acknowledged the said instrument to be the free act and deed of the said corporation.

My Commission expires: October 13, 1975

Jane M. Graham
Notary Public, Jane M. Graham
Oakland County, Michigan

State of Michigan

County of Oakland

On this 15th day of September, 1972, before me, the subscriber, a Notary Public in and for said County, personally appeared Florence Bennett and Leila Bennett to me known to be the persons named in and who executed the within instrument and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

My Commission expires: October 13, 1975

Jane M. Graham
Notary Public Jane M. Graham
Oakland County, Michigan

RECORDED RIGHT OF WAY NO. 28198

State of Michigan

County of Oakland

On this 15th day of September, 1972, before me, the subscriber, a Notary Public in and for said County, personally appeared Kenneth Knepper and Lily Rose Knepper, a man and wife to me known to be the persons named in and who executed the within instrument and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

My Commission expires: Oct. 13, 1975

Jane M. Graham
Notary Public Jane M. Graham
Oakland County, Michigan

Appendix "A"

Royal Park Townhouses

The South 75.50 feet of the East 216.32 feet of Lot 1 of "E. W. Eyster Sub'n", (Liber 22, Page 30, O.C.R.) and part of Lots 23, 24, 27 & 28 of Starr Acres, (Liber 23, Page 15, O.C.R.) and a part of the S.E. $\frac{1}{4}$ of Section 5, T1N, R11E, City of Royal Oak, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is N 00° 11' 00" W, 876.46 feet along the East line of said Section 5 and S 89° 40' 35" W, 33.00 feet from the S.E. corner of said Section 5, said point being the S.E. corner of Lot 1 of "E.W. Eyster Sub'n"; thence S 00° 11' 00" E, 487.00 feet along the Westerly right of way line of Crooks Road (33 feet half-width); thence S 89° 40' 35" W, 227.55 feet; thence along the Easterly line of Starr School property N 00° 19' 56" W, 487.00 feet; thence along the South line of Lot 1 of "E.W. Eyster Sub'n.", N 89° 40' 35" E, 12.50 feet; thence N 00° 11' 00" W, 75.50 feet; thence N 89° 40' 35" E, 216.32 feet; thence along the westerly line of Crooks Road S 00° 11' 00" E, 75.50 feet to the point of beginning. (Containing 127.450 square feet).

proofread mp
2898

STATE OF MICHIGAN)

LIBER 5958 PAGE 390

COUNTY OF WAYNE)

SS
LIBER 7763 PAGE 684

On this 28th day of September, 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: May 14, 1976

Irene C. Kata
 Notary Public IRENE C. KATA

Wayne County, Michigan

STATE OF MICHIGAN)

SS

COUNTY OF OAKLAND)

On this 28th day of Sept, 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 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

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

County, Michigan

RECORDED IN OFFICE OF CLERK OF WAY NO. 28198

5
 1972 OCT 5 PM 1 20
 RECORDED
 IN OFFICE OF CLERK OF WAY NO. 28198
 LYND ALLEN
 CLERK REGISTER OF DEEDS

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date **July 25, 1972**

Biltmore Home Company

1900 W. Maple Road

Troy, Michigan 48064

Attn: Mr. Abraham Ren

Regarding Royal Park Townhouses

RW # 28198

Gentlemen:

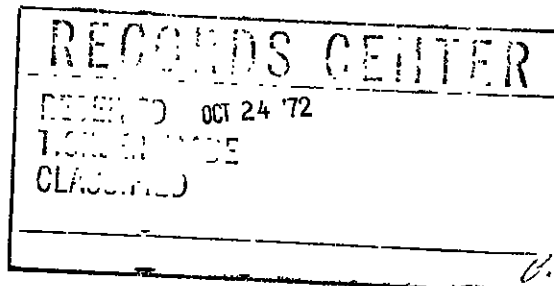
Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided 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 July 20, 1972.

The cost to you for said electric line installation is \$ 3,900.00 based on 1,930 trench feet or 0 lot front feet. Extra charges in addition to the above will be \$ 0 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, and in the case of Multiple Occupancy buildings are included in the above costs.

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.



RECORDED RIGHT OF WAY NO. *28198*

The Detroit Edison Company

Date July 25, 1972

Royal Park Townhouses

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

Very truly yours,

Jerry Dayzian
Service Planner

ACCEPTED:

Name Abraham Ra

Title V. Pres.

Name _____

Title _____

Date 7/28/72

JD/ep

RECORDED RIGHT OF WAY NO. 28198

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date: **July 25, 1972**

Biltmore Home Company

2900 W. Maple Road

Troy, Michigan 48064

Attn: Mr. Abraham Ren

Re: Royal Park Townhouses

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 750 per linear foot of trench.

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

Very truly yours,

Jerry Dayzian
Service Planner

7-26-72
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. 8-63249 for this development is in my/our possession and will be used for this purpose.

Abraham Ren
Signed

V. Prec.
Signed

7/28/72
Title
Date

JD/dp

RECORDED RIGHT OF WAY NO. 28198



L7763
P685

P686

P687

DETAIL OF C.P. #142
SPECS - K22, J22, T33

150 JIP TAPS TO BE TAPPED
TO THE Y & Z PHASES
65 K FUSES ON 4B SIDE
500 BLDG ON 15C SIDE



28198
RECORDED & RETURNED

TRANSFORMER DATA

DFT NO.	SIZE	EL. STA. NO.
H351-1	50 KVA	667-7152
-2	25	1151
-3	25	1151
-4	50	1152
H352-1	50	1152
-2	25	1151
-3	25	1151
-4	50 KVA	1151

TRANS. SPCS - R351E & 221

12 UNITS

NOTES

L.I.E. CO. TO DO TRENCHING.

TRENCH & CABLE LENGTHS ARE APPROX.

SEE DWG. U-1-2563 FOR TRENCH TYP. DETAILS.

SEE PAGE 3-24 (S.M.) DETAIL 51 FOR ENTRANCE POINT DETAIL.

D.S. SERV. IS SUPPLIED BY BAYVIEW - 484-5340 EXT. 3222.

M.B.T. ENGINEER: J. SMITH - 345-3532 - SFO.

CONTACT "M&T INC." FOR STAMPING OF FOREIGN UTILITIES.

UTILITY SUMMARY

ITEM # 1 - 12 UNITS X 150 JIP TAPS THRU 150 JIP

ITEM # 2 - 12 UNITS X 150 JIP TAPS THRU 150 JIP

TOTAL 12 UNITS

TRENCH SUMMARY

JOINT USE - 1100'

D.E. (W/L) - 340'

M.B.T. ONLY - 240'

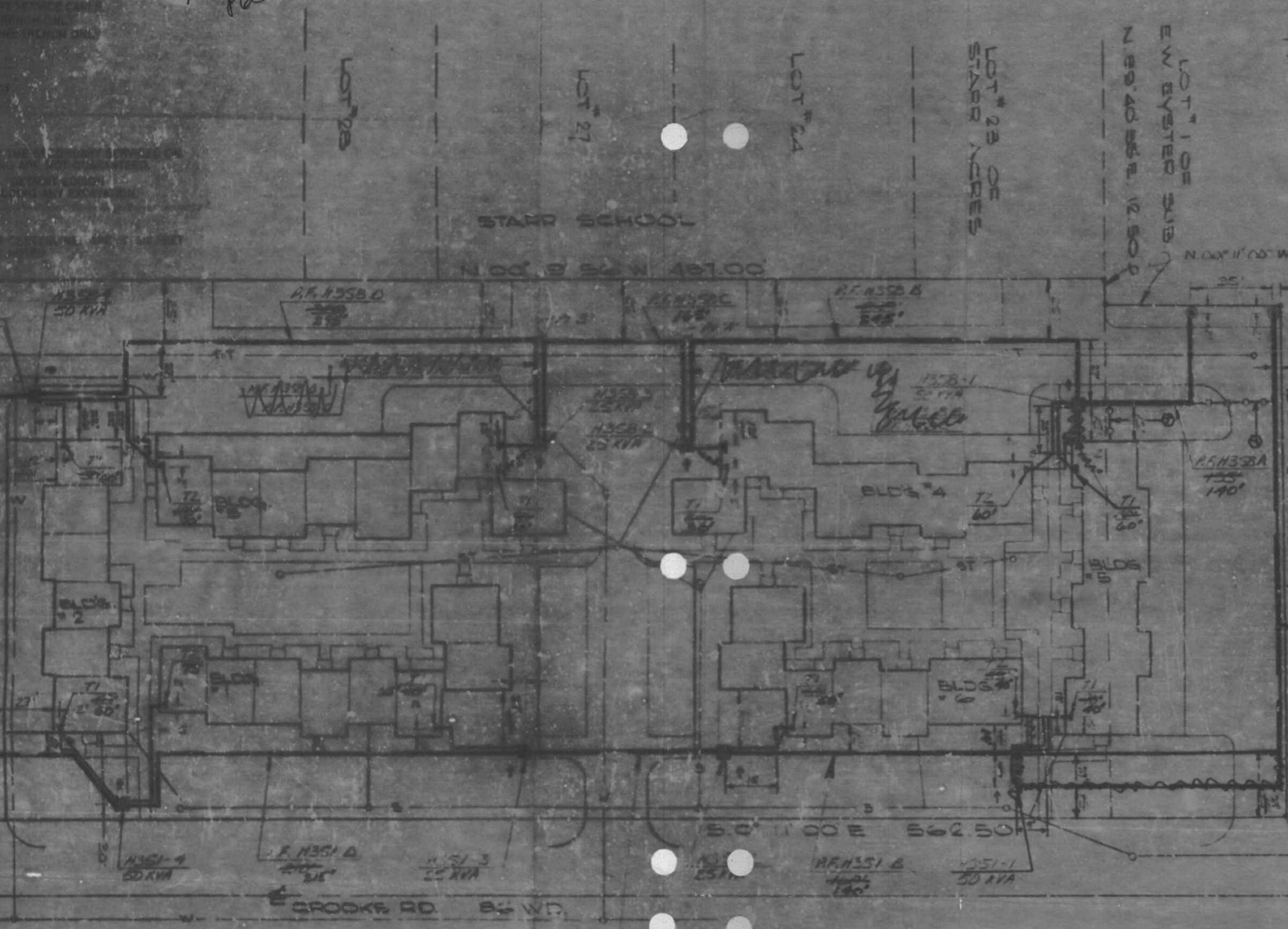
TOTAL 1740'

PERMIT REQUIRED
CITY OF ROYAL OAK

LIST C/L 1348 WEBSTER - 4/2/77
15.2 KV THRU 150 JIP

PROPERTY INFORMATION
STARR ACRES
12 UNITS

D.E. MAIL # 302042 241
M.B.T. JOB # 1100



D	REVISION	C	REVISION	B	REVISION	A	REVISION	REFERENCE	DATE	BY	DATE	BY

DRAWN BY	L. HARTMAN	DATE	8-1-77
CHECKED BY	J. HARTMAN	DATE	8-7-77
APPROVED BY	R. Rogers	DATE	8-7-77

PROJECT	ROYAL PARK TOWNHOUSES
DESCRIPTION	PART OF LOT #1 OF EM EYSTER SUB. L. 22 P. 30 & PART OF LOTS 23, 24, 27 & 28 OF STARR ACRES L. 23 P. 16
CITY	ROYAL OAK
COUNTY	OAKLAND CO
PROJECT NO.	U-63243

28198

