

WILLOW HILLS CONDOMINIUM APARTMENTS

(LIBER 6069 PAGE 490)

(73 031453)

AGREEMENT - EASEMENT - RESTRICTIONS

11/12

This instrument made this 14th day of FEB, 1973, 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 WILLOW HILLS CONDOMINIUM, on land in the City of Madison Heights, 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 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 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 accomodate 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 Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

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

RECORDED AND COUNTY CLERK OF DECATUR COUNTY GA. MAY -7 PM 3:25 LYNN D. ALLEN CLERK-REGISTERED

Boyd Oak Trwp. Sec. 12, NE 1/4 of Willow Hills Condominiums

RECORDED PRINT OF MAY NO. 29413

15.00

- 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.
- 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 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:

Anthony A. Rucker
 ANTHONY A. RUCKER

Irene C. Kata
 IRENE C. KATA

EDISON

THE DETROIT EDISON COMPANY

By N. C. Arnold
 W. C. Arnold, Director, Real Estate and Right of Way Dept.

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

Diana Kingstrom
 DIANA KINGSTROM

Marsha Pavelka
 MARSHA PAVELKA

MICHIGAN BELL TELEPHONE COMPANY

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

YANN D. ALLEN
CLERK-REGISTRAR OF DEEDS

1973 APR 17 PM 2 49

STATE OF MICHIGAN
REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. 29413

STATE OF MICHIGAN)

SS

COUNTY OF WAYNE)

On this 4th day of April, 19 73, 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. Kava
 Notary Public IRENE C. KAVA
 Wayne County, Michigan

STATE OF MICHIGAN)

SS

COUNTY OF OAKLAND)

On this 13th day of April, 19 73, 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
 _____ County, Michigan

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

RECORDED RIGHT OF WAY NO. 29413

TRI-COUNTY CONDOS, INC.
A Michigan Corporation
20146 Warrington, Detroit MI

Witness:

(LIBER 6069 PAGE 493)

Donald R. Epstein
DONALD R. EPSTEIN
Fannie Rhineheart
FANNIE RHINEHEART

David L. Lanciault
DAVID L. LANCIAULT
Walter Kubicki
WALTER KUBICKI

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 14th day of FEBRUARY, 1973, before me appeared DAVID L. LANCIAULT and WALTER KUBICKI to me personally known, who being by me severally duly sworn, did say that they are respectively PRESIDENT and SECRETARY of Tri-County Condos, Inc., a Michigan corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said DAVID L. LANCIAULT and WALTER L. KUBICKI acknowledged the said instrument to be the free act and deed of said corporation.

DONALD R. EPSTEIN
Notary Public, Oakland County, Michigan
My Commission Expires June 24, 1974

Donald R. Epstein
Notary Public, County, Michigan

My Commission Expires: _____

APPENDIX "A"

Land in the City of Madison Heights, County of Oakland, State of Michigan, desc as follows: A parcel of land in NE ¼ of Sec 12, T1N, R11E, desc as beg at a point on the N. line of said Sec dist N. 82°47'00" W. 363.97 ft, from the NE cor of said Sec, th S. 01°13'00" W. 621.32 ft, parallel to the E. line of said Sec; th N. 88°39'00" W. 342 ft; th N. 01°13'00" E. 656.47 ft; th S. 82°47'00" E. 343.86 ft along said N. line of Sec to the point of beg.

PREPARED BY: John N. Waterloo
1970 Orchard Lake Road
Pontiac, Michigan 48053

RECORDED RIGHT OF WAY NO. 29413

Detroit
Edison

May 14, 1974

United States Structures Inc.
20146 Warrington
Detroit, Michigan 48221

Gentlemen:

RE: Willow Hills Condominiums

We are enclosing herewith a copy of the "as installed" Drawing No.

U-63299 for the underground electric and communication
services for the above named project.

Sincerely,

John N. Waterloo

John N. Waterloo
1970 Orchard Lake Road
Pontiac, Michigan 48053

JW/1s
Enclosure

RECORDED RIGHT OF WAY NO. 29413

THE DETROIT EDISON COMPANY

1970 ORCHARD LAKE ROAD

PONTIAC, MICHIGAN 48053

May 1, 1973

UNITED STATES STEEL CORP.
20146 Warrington
Detroit, MI 48221

RE: WILLOW HILLS CONDORITUMS

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated February 14, 1973 for the underground electric and communication services for the above named project.

Yours very truly,

John N. Waterloo

John N. Waterloo
Real Estate and R/ Dept

Enclosure

RECORDED RIGHT OF WAY NO. 29413

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date **July 17, 1973**

United States Structures, Inc.

20146 Warrington

Detroit, Michigan 48221

Regarding Willow Hill Condominium

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 11, 1973.

The cost to you for said electric line installation is \$ 4400.00 based on 2,300 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.

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.

Page 1

DE FORM PL 101 4-72 CS

RECORDED RIGHT OF WAY NO. 29413

The Detroit Edison Company

Date July 17, 1973

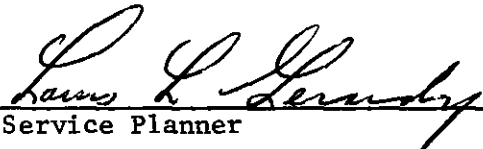
Willow Hill Condominium

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,


Service Planner

LLA/ep

ACCEPTED:

Name 

Title Pres

Name _____

Title _____

Date 24 Oct 73

RECORDED RIGHT OF WAY NO. 29413

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date: **July 17, 1973**

United States Structures, Inc.

20146 Warrington

Detroit, Michigan 48221

Re: Willow Hill Condominium

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, if the field construction is done during the period of December 15 through March 31, winter construction charges will be assessed. These charges are \$1.00 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,

Louis L. Gerardy
Service Planner

7-19-73
Date

LLG/ep

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 winter construction 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. 8-83299 for this development is in my/our possession and will be used for this purpose.

[Signature]
Signed

[Signature]
Signed

Pres.
Title

24 Oct 73
Date

RECORDED RIGHT OF WAY NO. 29413

Area Code 313
Telephone 332-1837

THE DETROIT EDISON COMPANY

1970 Orchard Lake Road

PONTIAC, MICHIGAN 48053

November 15, 1972

UNITED STATES STRUCTURES INC.
20146 Warrington
Detroit, Michigan 48221

RE: WILLOW HILLS CONDOMINIUMS

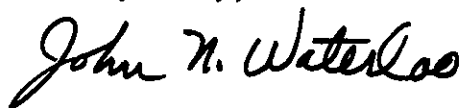
Enclosed is the original and three copies of the Agreement-Easement Restrictions for the above described project. Please have the original and two copies executed and returned to us. We will have the Agreement executed by Bell and Edison and return a fully executed copy to you. The fourth copy should 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. 3 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: John Waterloo, at 1970 Orchard Lake Road, Pontiac, Michigan 48053.

Yours very truly,



John N. Waterloo
1970 Orchard Lake Rd
Pontiac, Michigan 48053

Enclosures

RECORDED RIGHT OF WAY NO. 29413

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date **November 15, 1972**

United States Structures, Inc.

20146 Warrington

Detroit, Michigan 48221

Regarding Willow Hill Condominium - E. Thirteen Mile Road

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 September 20, 1972.

The cost to you for said electric line installation is \$ 1,010.00 based on 303 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.

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.

Page 1

RECORDED RIGHT OF WAY NO. 29413

Page 2
The Detroit Edison Company
Date November 15, 1972

Willow Hill Condominium - E. Thirteen Mile Rd.

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,

L. Gerardy
Service Planner

ACCEPTED:

Name Paul L. Smith

Title Res

Name _____

Title _____

Date 16 Mar 73

LLS/4p

RECORDED RIGHT OF WAY NO. 29413

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date: **November 15, 1972**

United States Structures, Inc.

20146 Warrington

Detroit, Michigan 48221

Re: Willow Hill Condominium

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, if the field construction is done during the period of December 15 through March 31, winter construction charges will be assessed. These charges are \$1.00 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,

L. Gerardy
Service Planner

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 winter construction 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. U-63299 for this development is in my/our possession and will be used for this purpose.

Paul P. Smith
Signed

Signed

Title
16 Mar 73
Date

LLG/dp

RECORDED RIGHT OF WAY NO. 29413

Send to: GEORGE WILLIAMS
Stephen A. McNamee
226 G. O.
302 G.O.

APARTMENT PROJECTS - UNDERGROUND SERVICE

- Name of Project WILLOW HILLS CONDOMINIUM
- Name of Developer UNITED STATES STRUCTURES INC
- Address 20146 WARRINGTON DETROIT MICH 48221
- Phone 341-9663
3. Description of Property (please attach description)
4. Primary or individual metering? INDIVIDUAL
5. When is service wanted? 1-15-73
6. Will entire project be developed at one time? NO
7. Single Phase YES? Three Phase _____
8. Cable poles on property YES?
9. Customer service cable _____?
10. Do we furnish trenching? YES
11. Are easements all joint with Bell? PARTIAL
12. Do we need additional easement drawings from Bell? ?
13. Bell Engineer E. BAYLEY Phone 542-9858
14. Sales Representative L. GERARDY Phone EXT 75262

RECORDED RIGHT OF WAY NO. 29413

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12 53

TO Engineering Coordinator Supervisor

DATE 3-21-73

TIME _____

Hldg H. Room 250 W.S.C.

RE: Underground Service - Willow Hills Condominiums, City of Madison Hts,
Oakland County.

Agreements and Easements obtained - OK to proceed with construction

COPIES TO

File

SIGNED _____

Walter E. Tsuchie

Real Estate and Rights of Way Dep.

REPORT

L. Gerardy, Service Planning P.S.C.

DATE RETURNED _____

TIME _____

SIGNED _____

RECORDED RIGHT OF WAY NO. 29413

- UDT (DEAD FRONT TYPE)
- UDT (NON-SWITCHING — LIVE FRONT TYPE)
- UDT (SWITCHING — LIVE FRONT TYPE)
- DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PEDESTAL
- SECONDARY TERMINAL
- CABLE POLE
- PRIMARY SWITCH CABINET
- BURIED PRIMARY CABLE — ALL VOLTAGES
- BURIED SECONDARY CABLE
- BURIED SECONDARY SERVICE CABLE
- DETROIT EDISON TRENCH ONLY
- M&T TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT

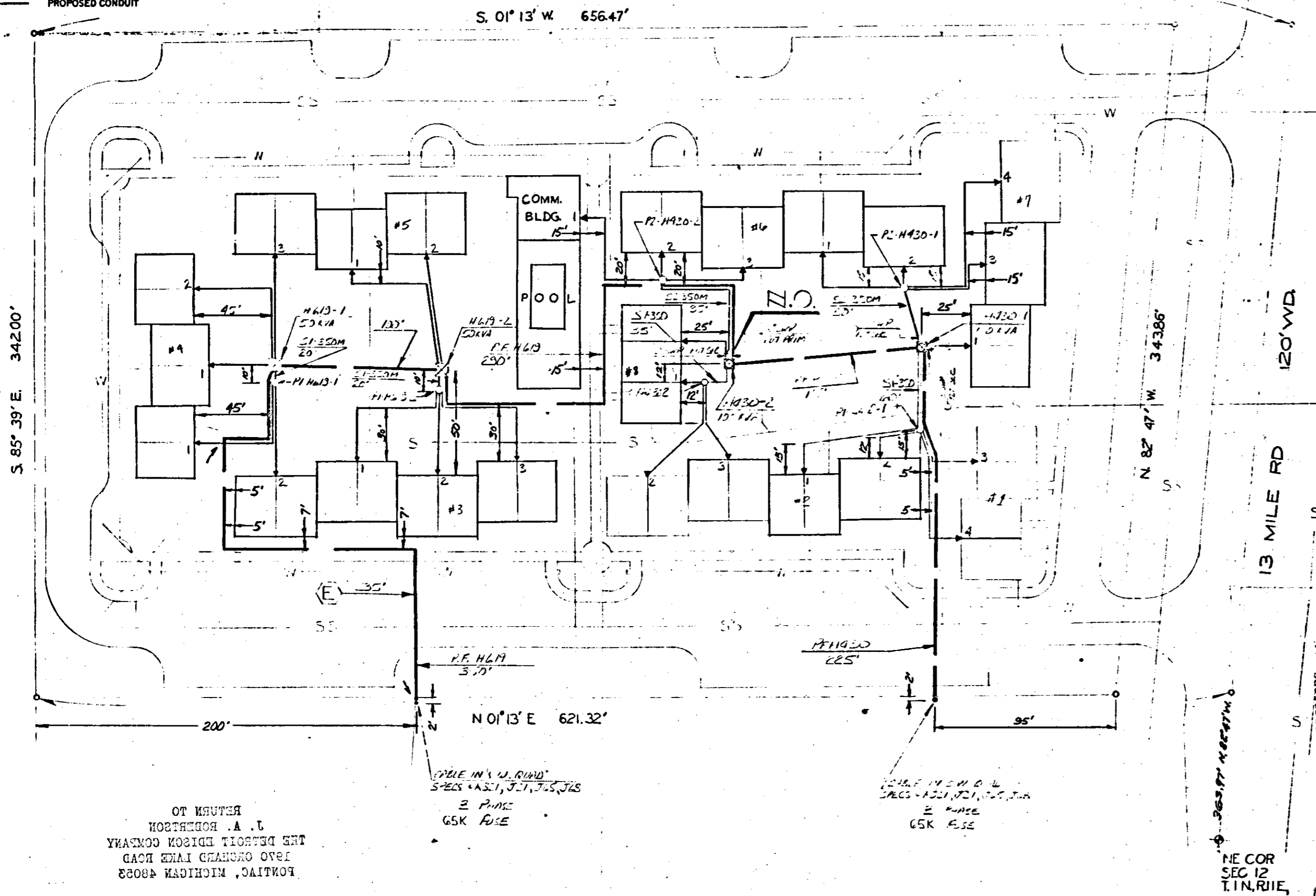
LIBER 6287 PAGE 60

NOTE: THE LOCATION OF THE SECONDARY SERVICES ON THIS DRAWING ARE NOT GUARANTEED. CALL DETROIT EDISON BEFORE ANY EXCAVATION.

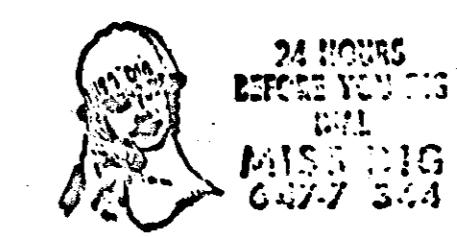
NORTH ARROW
LIBER 6287 PAGE 61

NORTH 1/4 CORNER SEC 12

LIBER 6287 PAGE 62



NOTES
TRENCHING BY DELO
ALL TRENCH CABLE LENGTHS ARE APPROXIMATE
SEE DWG U-1-2369 FOR TRENCH MIT DETAIL
SEE 3-2-11 (S.I.M.) DETAIL "D" FOR SERVICE ENTRANCE METHOD
LELD ~ L. GERARDY - 334-4701 EXT 75-262
M&T ~ E. BAILEY - 542-9858-RYO.



24 HOURS BEFORE YOU DIG
CALL
MISSING
647-7344

CABLE SUMMARY
ITEM# — #2APECX1 13.2KV 713-3029 = 1350'
ITEM# — #2-35DM 5-1-46 600V 713-0537 = 290'
ITEM# — #2-46 5-1-#1 600V 713-0614 = 1475'
SEC MAINS ARE 35DM
SERVICES ARE 46

TRENCH SUMMARY
D.E. ONLY 1715'
D.E. ONLY 235'
M&T 1350'

PERMITS REQUIRED
CITY OF MADISON HEIGHTS

TRANSFORMER DATA

D.F.T. No.	KVA	ED. STK. No.
4430-1	100	661-1153
-2	100	1153
H613-1	50	1152
-2	50	661-1152

SITE SUPT. D. LANCAULT
598-2738

TRANS. SPEC. 1-17-261
PED. SPEC. 1-9-231

50 UNITS

D.E. D.O. # U-23299
D.E. W.D. # 36784J555
M&T. JOB # 5194

RETURN TO
ROBERTSON, A. J.
THE DETROIT EDISON COMPANY
4001 EXHAUST ROAD
MADISON HEIGHTS, MICHIGAN 48088

D	C	B	A	REFERENCE
				"AS-INSTALLED"
MADE BY	CHK BY	APPROVED	APPROVED	MADE BY

NAME	DATE	STATION

WILLOW HILL CONDOMINIUMS
PART OF THE NE 1/4 SEC. 12
T.I.N., R.I.I.E., CITY OF
MADISON HTS, OAKLAND CO.

THE DETROIT EDISON COMPANY	
SERVICE PLANNING DEPARTMENT	
SCALE	LAYOUT JOB NO.
1"=30'	
DRAWING NUMBER	SHEET 1 OF 1 SHEETS
U-63299	

MAILED BY	CHK BY	RECORDED BY

RETURN TO
 J. A. ROBERTSON
 THE DETROIT EDISON COMPANY
 1970 ORCHARD LAKE ROAD
 PONTIAC, MICHIGAN 48053

605

RECORDED
 FILED
 OF THE
 27 1953

RECORDED RIGHT OF WAY NO. 2943