

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 6th day of May, 1975, 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 Chalet Apartments Step I, on land in the Township of Waterford 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.

*Waterford Twp.
Sec. 31, NE 1/4 of
Super. Plat #54
L. 13/7
(Chalet Apts. Steps I)*

RECORDS CENTER
RECEIVED JUN 6 1975
TICKLER MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 30032

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

Mary Ann Misiak
MARY ANN MISIAK

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

Irene C. Kata
IRENE C. KATA

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

MICHIGAN BELL TELEPHONE COMPANY

Marsha Pavelka
MARSHA PAVELKA

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

Frances J. Michaels
FRANCES J. MICHAELS

J. Douglas Roy
J. DOUGLAS ROY

Frank Pellerito
Frank Pellerito

Frances J. Michaels
FRANCES J. MICHAELS

Coleen G. Pellerito
Coleen G. Pellerito, His wife
30295 Embassy
Birmingham, Michigan

RECORDED RIGHT OF WAY NO. 30032


Appendix "A"

A parcel of land lying in the Southeast 1/4 of Section 31, T3N, R9E, Waterford Township, Oakland County, Michigan, described as being the N'y 16 feet of Lot 13, all of Lots 14, 15, 16 & 17, of Supervisors Plat No. 54, as recorded in L. 62, P. 19, Oakland County Records, and contains 847,864.71 square ft., 19.464 acres.

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

On this SIXth day of May, 19 75 before me,
the subscriber, a Notary Public in and for said County, personally appeared _____
Frank and Coleen G. Pellerito, a man and wife to me known to be the
persons, named in and who executed the within instrument as vendor and acknowledged
that they executed the same as their free act and deed for the intents and
purposes therein mentioned.

LEIGH ANNE MARCINIAK
Notary Public, Oakland County, Michigan
My Commission Expires August 26, 1978
My Commission expires: _____


Notary Public

STATE OF MICHIGAN)
)
) SS
WAYNE)
COUNTY OF ~~OAKLAND~~)

On this 9th day of May, 19 75, 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 7th day of May, 19 75, 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: _____

Frances J. Michaels
Notary Public
FRANCES J. MICHAELS
Notary Public, Oakland County, Michigan
My Commission Expires October 8, 1977 _____ County, Michigan

RECORDED RIGHT OF WAY NO. 500322



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

R/W# 30032

DATE: July 28, 1976

Mr. Frank Pellerito

30295 Embassey

Birmingham, Michigan 48010

RE: Chalet Apartments - Phase II

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 May 5, 1975.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable (s) is \$ 3,885.50 based on 2,045 trench feet or 0 lot front feet.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.

A winter construction charge of \$ 1.00 per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start 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 grade is within 4" of final.

Five days prior to the start of construction that has been scheduled for August 23, 1976, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 6,085.50* as a non-refundable Contribution in Aid to Construction for the above charges.

If for any reason, beyond the control of the Utility, the construction start date indicated above is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

* 2,045 trench feet @ \$1.90 per trench foot	= \$3,885.50
550 KVA Transformer @ \$4.00 per KVA	= <u>2,200.00</u>
Total	= \$6,085.50

This charge reflects the new charges for underground service approved by the Michigan Public Service Commission in Case No. U-4508 effective July 19, 1976.

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DE FORM PL 101 9-74 CS

RECORDED RIGHT OF WAY NO.

30032

Chalet Apartment - Phase II

Date July 28, 1976

Service laterals necessary to link the above distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

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.

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 two of the enclosed copies and return them. You may retain the third copy for your file.

Very truly yours,

John E. Verhey
Service Planner

JV:dp

ACCEPTED:

Name Frank A. Zellerita

Title General Partner

Name _____

Title _____

Date _____

Enc: Grading Certificate

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

TO Engineering Coordinator Supervisors
Bldg. H - Room 250 W.S.C.

DATE 5-13-75 TIME _____

Re: Underground Service - CHALET APT'S. - STEP I - WATERFORD TWP. - OAK, Co.
Agreements and Easements obtained - OK to proceed with construction.

COPIES TO: J. VERHEY
REPORT FILE

SIGNED

John N. Waterloo
John N. Waterloo
Real Estate and R/W Department
Pontiac Service Center Annex

DATE RETURNED _____

TIME _____

SIGNED _____



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

DATE: July 28, 1976

Mr. Frank Pellerito
30295 Embassey
Birmingham, Michigan 48010

RE: Chalet Apartments - Phase II

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.

Please sign and return two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours,

John E. Verhey
Service Planner

7-29-76
Date

JV:dp

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 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-64469 for this development is in my/our possession and will be used for this purpose.

Name Frank A. Pellerito
Title General Partner
Name _____
Title _____
Date _____

RECORDED RIGHT OF WAY NO. 30032

RIW# 30032



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

DATE: October 31, 1975

Frank Pellerito

30295 Embassey

Birmingham, Mi 48010

RE: Chalet Apt Phase 1

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 5-5-75.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable (s) is \$ 2,240.00 based on 1120 trench feet or lot lot front feet.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.

A winter construction charge of \$ 1.00 per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start 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 grade is within 4" of final.

Five days prior to the start of construction that has been scheduled for 12-9-75, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 2,240.00 as a non-refundable Contribution in Aid to Construction for the above charges.

If for any reason, beyond the control of the Utility, the construction start date indicated above is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

30032

Chalet Apt. Phase 1

Date October 31, 1975

Service laterals necessary to link the above distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

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.

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 two of the enclosed copies and return them. You may retain the third copy for your file.

Very truly yours,

John E. Verhey
Service Planner

ACCEPTED:
Name Frank A. Jellente Const.
Title Pres.
Name _____
Title _____
Date _____

Enc: Grading Certificate

JV/mg

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30032



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

DATE: October 31, 1975

Frank Pellerito
30295 Embassey
Birmingham, Mi, 48010

RE: Chalet Apts. Phase 1

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.

Please sign and return two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours,

John E. Verhey
Service Planner

Oct 31, 1975
Date

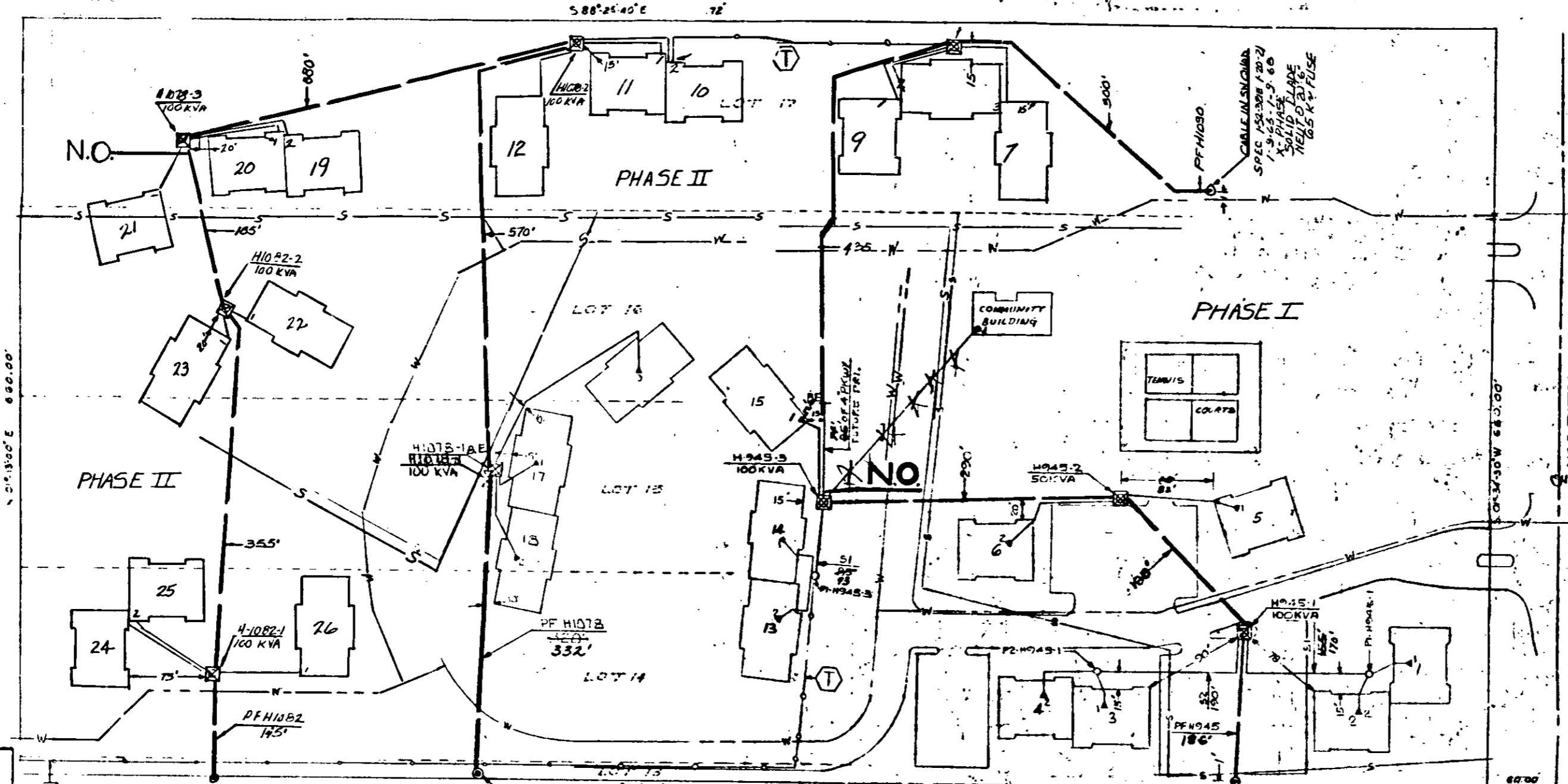
C-E-R-T-I-F-I-C-A-T-E

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 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. _____ for this development is in my/our possession and will be used for this purpose.

Name Frank Pellerito Const.
Title Pres.
Name _____
Title _____
Date _____

30032



TRANSFORMER SPEC - 22-3702 - 1-7-24
 PEDESTAL SPEC - 22-1-9-281
 NO. OF PEDESTALS - 3

- CODE -**
- ⊙ TEMPORARY SECONDARY PEDESTAL
 - ⊠ DFT (DEAD FRONT TYPE)
 - ⊡ LUT (NON-SWITCHING-LIVE FRONT TYPE)
 - ⊣ LUT (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
 - TELEPHONE TRENCH ONLY
 - SEWER
 - WATER
 - GAS
 - PROPOSED CONDUIT

CABLE SUMMARY

ITEM	DESCRIPTION	QUANTITY	STEP I
SERVICES	ITEM# 42APEC X 1 132 KV	713-3029	988'
SECONDARY	ITEM# AP2 350M & 1-40 600 V.	713-0537	138'
	ITEM# 500-1CX2 350X1 CU	713-0540	450'
			746'

TRENCH SUMMARY

JOINT USE	PHASE I	PHASE II
D. E. ONLY	112'	1420'
TEL ONLY	820'	620'
TOTAL	2633'	2015'

SITE Supt. JIM KELLY
 PHONE NO. 474-7210

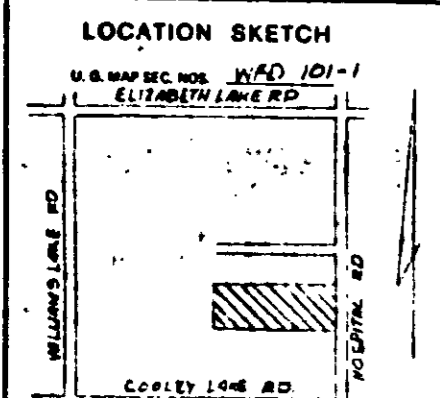
- GENERAL NOTES -

TRENCHING TO BE DONE BY D.E.C.
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
 SEE DRAWING U-1-7300 FOR TRANS. MAT. DETAILS.
 SEE PAGE 3-11 (S.M.) DETAIL "B" FOR ENTRANCE POINT DETAILS (APTS. ONLY).
 SEE DRAWING U-4-2763 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUDS ONLY).
 D.E. SERVICE PLANNER: JOHN VERHEY 857-7150
 TEL. CO. GREGORY DE BIANCO 768-8677
 CUM. POWER CO. WILSON RD. 85A-2222 X 317
 CONTACT "MISS DIG" (647-346) BEFORE DOING ANY EXCAVATION.
 BASEMENTS INDICATED BY OUR CENTERLINES ARE 6' SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

WATERFORD TWP (NOTIFICATION ONLY)
 PHASE II 44469-367847

ESTIMATED CONSTRUCTION START DATE - 12-9-75



TRANSFORMER DATA

U.D.T. NO.	SIZE	ED STR. NO.
H102-1	100 KVA	
H102-2	100 KVA	
H102-3	100 KVA	
H102-4	100 KVA	
H102-5	100 KVA	
H102-6	100 KVA	
H102-7	100 KVA	

Permit #
 Recorded 220-76
 Number 6624
 Page 583-589

NO.	REVISION	DATE
1	AS INSTALLED IN THE FIELD	
2	ADD PHASE II A644-L9 3CT BJT	
3	REVISIONS ON SERVICE SECONDARY IN ALL BLDGS. ALSO ADDED BLDGS 11, 17, 15, AND VARIOUS EQUIPMENT	

NAME	DATE	JOB TITLE
R.A. PIPER	7-23-74	
J.C. VERHEY	7-24-74	
J.P. VERHEY	7-24-74	
J.P. VERHEY	7-25-74	

CHALET APT'S PHASE I
 SE 1/4 SEC 31 T3N R9E
 PART OF LOT 13 FALL OF LOTS 14-17
 SUPERVISOR'S PLAT NO 54 L62 P13
 WATERFORD TWP OAKLAND CO. VA-63923

SCALE	NUMBER OF SHEETS	WORK ORDER NUMBER
1"=50'	6	367847974
LATEST REVISION	DATE	DATE
C	10/13/75	10/13/75

30032

RECORDED RIGHT OF WAY NO. 300321

RECORDED RIGHT OF WAY NO. 300321