LIBER 6168 PAGE 712

12835

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 29 Th day of August, 19 73, 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."

$\underline{\underline{W}} \ \underline{\underline{I}} \ \underline{\underline{T}} \ \underline{\underline{N}} \ \underline{\underline{E}} \ \underline{\underline{S}} \ \underline{\underline{S}} \ \underline{\underline{E}} \ \underline{\underline{T}} \ \underline{\underline{H}} \ \underline{\underline{:}}$

WHEREAS, Own	condominiums ners are erecting xppxxxbmexx sx know , on land in the City	n as Tiffany Square of XXXXXX Southfield
attached hereto and made a	, State of Michigan, as describe part hereof, and EDISON and BELL facilities underground except ne	d in Appendix "A",

NOW, THEREFORE, in consideration of the mutual promises and coverients for the installation of underground utility service made by the parties heretogic 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 will 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, rearragement 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:

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."

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J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

- 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.
- 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. $\stackrel{\square}{\bowtie}$

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

In the Presence of:

DIANE DRUMMEN

IRENE E KATA

.

LINDA PERRY

TOTAL PAYELY

THE DETROIT EDISON COMPANY

W. C. Uninterest

W. C. Amold, Director, Rear Estate and Rights of Way Dept.

LLIAN J. H. CARROLL ASST. SECRETAR

MICHIGAN BELL TELEPHONE COMPANY

By Milliam & hours

Staff Supervisor, Right of Way (authorized signature)

-2-

10ER 6168 PAGE 713

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DIANE DRUMMEY

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J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

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LIBER 6880 PAGE 681

STATE OF MICHIGAN)
COUNTY OF WAYNE)
On this 4th day of September , 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
My commission expires: May 14, 1976 Notary Public KATA
Wayne County; Michigan
PLENT OF DEBUTY
STATE OF MICHIGAN) SS
on this 10th day of September, 19 13, 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: Notary Pythic
MELFORD HARTMAN Notary Public, Wayne County, Michigan Acting In Oakland County My Commission Expires Sept. 15, 1975 My Commission Expires Sept. 15, 1975

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THE LOTTON EDISON COMPANY
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RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

 $\ell_{ t LIBER} 6626$ page 212LIBER 6168 PAGE 715 UBER 6880 PAGE 682 TIF, Inc., a Michigan Corporation 18911 W. Ten Mile Rd. Witness: Southfield, Michigan 48075 ру H_{elfma} reas. STATE OF MICHIGAN SS: COUNTY OF OAKLAND) Personally came before me this 29 day of the above named corporation, to me known to executed the foregoing be the persons who instrument and to me known to be such Kresede and Treas. of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority. akland Ros€ My Commission Expires: 10/5/76 Notary Public, County, Michigan APPENDIX "A" Lots 35 and 36, Supervisor's Plat No. 22, a Plat of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 1 North, Range 10 East, Southfield Township, Oakland County, Michigan according to the plat thereof as recorded in Liber 6, Page 42 of Plats, Oakland County Records. Prepared by: John N. Waterloo 1970 Orchard Lake Road Pontiac, Michigan 48053 - 4 -OT NRUTAR

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Original Recorded

RETURN TO J. A. ROBERTSON THE DETROIT EDISON COMPANY 30400 TELEGRAPH ROAD, 272 OAKDH BIRMINGHAM, MICHIGAN 48010



Oakland Division 30400 Telegraph Read Binningham, Meditary 11010 (313) 645 4060

Phone 645-4378

March 1, 1976

Bell Development Company 18911 W. Ten Mile Road Southfield, Michigan 48075

Gentlemen:

Re: TIFFANY SQUARE CONDOMINIUMS

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

A-63569 for the underground electric and communication services for the above named project.

Sincerely,

John N. Waterloo, Representative Real Estate and Rights of Way

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date October 11, 1973

Bell Development Company
18911 W. 10 Mile, Suite 200
Southfield, Michigan 48075

Regarding Tiffany Square Condominiums

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 October 5, 1973

The cost to you for said electric line installation is \$2.00.00 based on trench feet or lot front feet. Extra charges in addition to the above will be \$ 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 IOI 4-72 CS

Page 2
The Detroit Edison Company
Date October 11, 1973

Tiffany Square Condominiums

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,

Kenneth E. Conley

Service Planner

ACCEPTED

Name

Title Secretary

Name

Title

Date 1/6/73

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT . MICHIGAN 48226

Date: November 12, 1973

Bell Development Company	
18911 W. Ten Mile, Suite 200	
Southfield, Michigan 43075	
Re: Tiffany Square Condominiums	
Contlema	

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 cap pies of the certificate below. You may retain the fourth copy for your file. second

> Very truly yours. Ken Conley Service Planner

November 12, 1973 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. A-63569 for this development is in my/our possession and will be used for this purpose

잂 Signed YAW Signed Ŵ

Date

THE DETROIT EDISON COMPANY 1970 ORCHARD LAKE ROAD PONTIAC, MICHIGAN 48053 September 25, 1973

Bell Development Co. 18911 W. Ten Mile Rd. Southfield, Michigan 48075

RE: TIFFANY SQUARE CONDOMINIUMS

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated August 29, 1973 for the underground electric and communication services for the above named project.

Yours very truly,

John n. Waterlos

Enclosure

RECUMENT TO A CO

30337

THE DETROIT EDISON COMPANY

1970 Orchard Lake Road

Pontiac, Michigan 48053

August 22, 1973

Bell Development Co. 18911 W. 10 Mile Rd. Southfield, Michigan 48075

Att: Mr. Bert Keehr

RE: TIFFANY SQUARE CONDOMINIUMS

Enclosed is the original and two copies of the Agreement-Easement Restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the Agreement executed by Bell and Edison and return a fully executed copy to you. The third 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. Water Oro

RECORDED RIGHT OF WAY NO. 3033

APPLICATION FOR U.R.D. EASEMENTS

TO: C. ROBERTSON, Supervisor Date 7-17-73
Real Estate and Rights of Way Dept., OAKLANO District Application No.
For RE & RW Dept. Use - DE-BEL No. CE-3-64
We have included the following necessary material and information:
MATERIAL: A. Subdivision 1. Copy of complete final proposed plat, or 2. Recorded plat a. Site plan b. Title information (deed, title committment, contract, or title search)
B. Other than subdivision 1. Property description 2. Site plan 3. Title information (deed, title committment, contract or title search) INFORMATION:
(1) Project name: TIFFANY SQUARE CONDOMINIUM County: CAKLAND
City/Township/Village: SouthFIELO Section No.
(2) Name of developer: BELL DEVELOPMENT CO MR. BEAT KEEHR
Address: 18911 W. 10 MILE - SOUTHFIELD Phone No. 358-0110
(3) Date service is wanted 8-15-73 4 PHASES
(4) Entire project will be developed at one time: Yes No
(5) Cable poles on property: Yes No
(6) Joint encements required:
(a) Name of other utilities: M.B.T. + CONSUMERS POWER Co.
(b) Other utility engineer names and phone numbers: M.B.T. R. Rowlay 543-9911
CONSUMERS- R. HEISER 549-5000
(7) Part of subdivision is fed from overhead service Yes No Lot No.
(8) Additional information or comments:
NOTE: Trenching letter attached OR, will be submitted later
Signed: Service Planning Department)
Received, RE & RW Dept. on: 7-23-73

MEMURANDUM ORDER For general use	TO Engineering Coordinat	or Supervisors 8-31	-73 TIME
DE FORM MS 77 12-53	Bldg. 4 - Room 250 W.	S.C.	TIME
			RECO
Re: Undergrou	and Service - Tiffany Square	Condominium, City of Southf	ield, Oakland County.
Agreement	s and Easements obtained -	OK to proceed with construct	ion.
			HT
COPIESTO: J. Baum - S	ervice Planning - P.S.C.	SIGNED JOHN TA	Water loo
REPORT		John N. Wate Real Estate	rloo K and R/W Dept. 8
			303
DATE RETURNED	TIME	SIGNED	37

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

DATE: July 15, 1976

Mill Apartments Inc.		
18911 W. 10	Mile Suite 200	
Southfield,	Mi	
RE: Tiffany	Square Apts.	

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 6-23-76

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable (s) is \$4,020.00 based on ______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 \$\frac{1.00}{2.00}\$ 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 8-27-76, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of § 4,020.00 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.

Page 1
DE FORM PL 101 9-74 CS

RECORDED RIGHT OF WAY NO.

RETURN

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,

Servicé Planner

ACCEPTED: MICL APTS, Dre.

Name Stratel Jungen

Title Hurking O'gest

Name Title

Date 2/3/76

RB/mg

Enc: Grading Certificate

RECOMMED RIGHT OF, WAY NO ._



DATE: July 15, 1976

Mill Apartments Inc.

18911 W. 10 Mile Suite 200

Southfield, Mi

RE: Tiffany Square Apts.

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,

Service Planner

/-/6-/

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.

A-64668 for this development is in my/our possession and will be used for this purpose.

Name feel fammen

Title urchasing figent

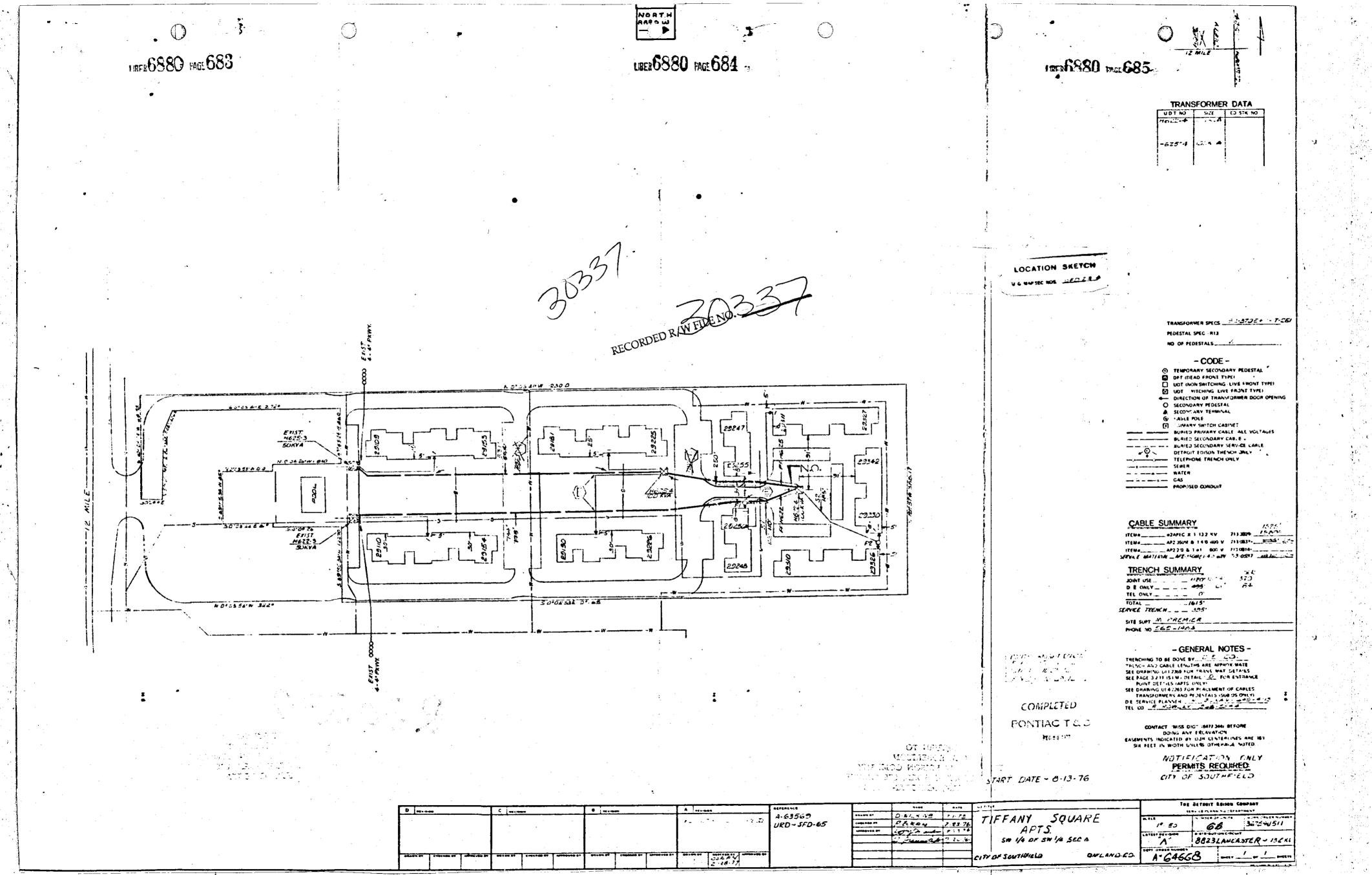
Name

Title

Date 7/20/7/

DE-FORM PL 110 9-74 CS

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BIRMINGHAM, MICHIGAN 48010

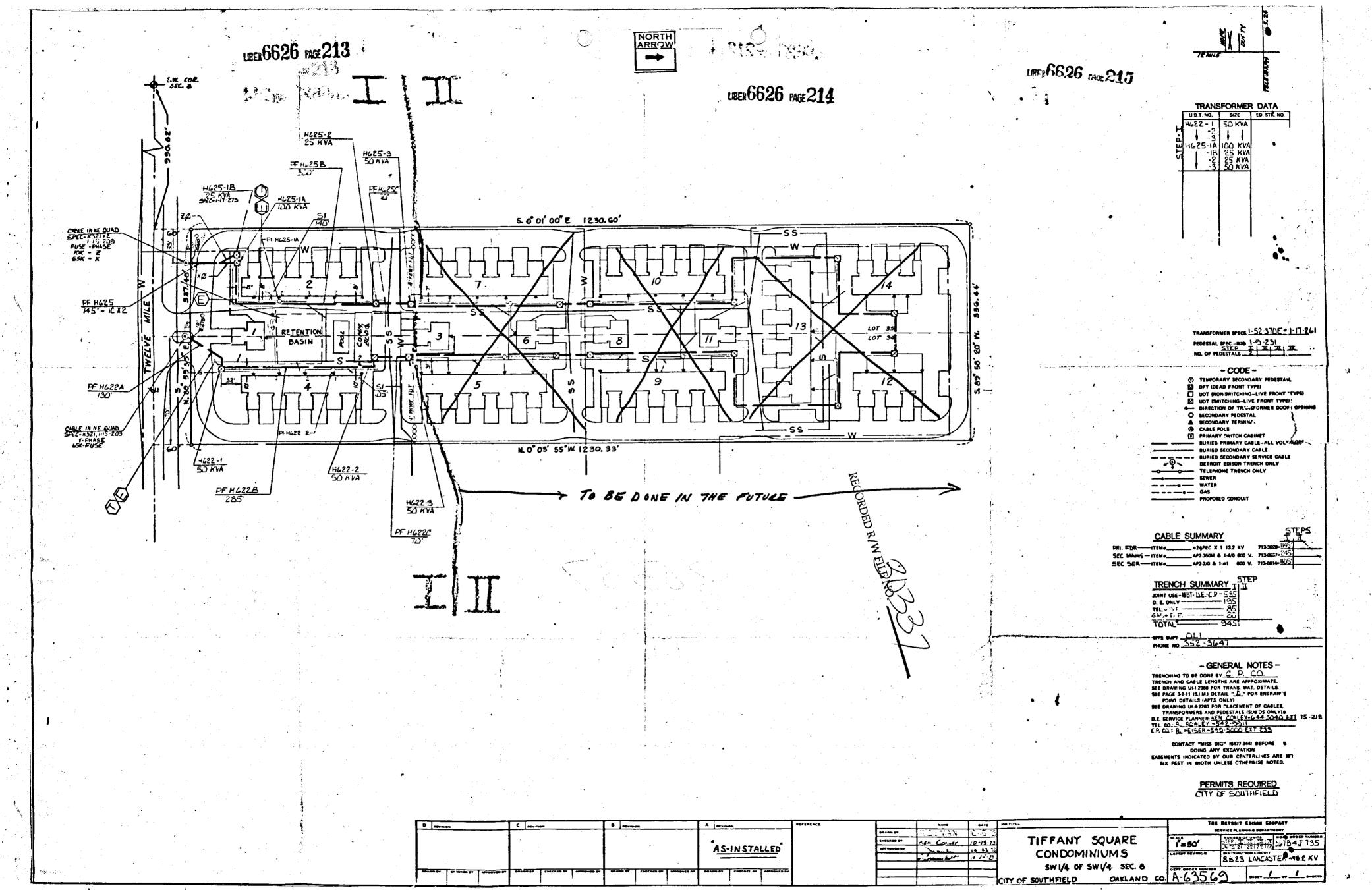
30400 TELEGRAPH ROAD, 272 OAKDH

J. A. ROBERTSON

THE DETROIT EDISON COMPANY

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RETURN TO



BECONDED RIGHT OF WAY NO.

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