

LIBER 6767 Pg 19A

PROPOSED SUBDIVISIONS
(Not Platted)

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 28TH day of SEPTEMBER, 1976, 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 City of Novi, Oakland 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.

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(Subdivision Not Platted
Page 2)

(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.

(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 and/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 and/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 building entrance point as the case may be. Owners to pay the cost of conduit for electric and/or communication facilities to accommodate patios or similar site conditions.

(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. When 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) The Owner will pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.

(13) EDISON and BELL will own and maintain the secondary services and communication laterals 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.

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(14) 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:

Mary Ann Mistak
MARY ANN MISTAK

J. Katherine Hayes
J. KATHERINE HAYES

Charles V. Chapman

Frances J. Michaels

Patricia A. Stanley
Patricia A. Stanley

Lesley P. Bull
Lesley P. Bull

THE DETROIT EDISON COMPANY

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

By *Irene C. Kata*
IRENE C. KATA ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By *H. A. Minot*
H. A. MINOT
Division Plant Supervisor

KAUFMAN AND BROAD HOMES, INC.
a Michigan corporation
18610 West Eight Mile Road
Southfield, Michigan 48075

By *Richard A. Barber*
Richard A. Barber

By *Phil McCafferty*
Phil McCafferty

RECORDED RIGHT OF WAY NO. 30537

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 28th day of September, 1976, before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Irene C. Kata to me personally known, who being by me duly sworn, did say that they are the Director, R/E and R/W Depts. and 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 Irene C. Kata acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: _____

T. Katherine Hayes
Notary Public
T. KATHERINE HAYES
Notary Public, Oakland County, Mich.
Acting in Wayne
My Comm. Expires February 10, 1980 County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 21st day of SEPT., 1976 before me, the subscriber, a Notary Public in and for said County, appeared H.A. Mlnot to me personally known, who being by me duly sworn, did say that he is Division Plant Supervisor 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: _____

Charles V. Claphan
Notary Public
CHARLES V. CLAPHAN
Notary Public, Livingston County, Michigan
My Commission Expires December 19, 1978 _____ County, Michigan

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State of Michigan

County of Oakland

On this 16th day of September, 19 76, before me appeared
Richard A. Barber and Phil McCafferty
to me personally known, who being by me severally duly sworn, did say that they
are respectively President and Vice-President
of Kaufman and Broad Homes, Inc., 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 Richard A. Barber and Phil McCafferty
acknowledged the said instrument to be the free act and deed of the said
Kaufman and Broad Homes, Inc.

My commission expires: 10-8-79

Barbara Tourangeau
Notary Public BARBARA TOURANGEAU
Notary Public, Oakland County, Mich.
My Commission Expires 10-8-79
County, Michigan

RECORDED RIGHT OF WAY NO. 50537

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

TO D. CERMAK - OAK. S.P.

DATE SEPT. 30, 1976 TIME _____

Re: Underground Service - "Jason Subdivision" City of Novi
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: File

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

REPORT _____

DATE RETURNED _____ TIME _____ SIGNED _____

APPENDIX "A"

Proposed Jason Subdivision: Part of the N.E. 1/4 of Section 25, T. 1N., R. 8E., City of Novi, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is N 88 degrees 15 minutes 59 seconds E. 786.07 feet along the North Line of Section 25, T. 1N., R. 8E., from the North 1/4 Corner of said Section 25, thence continuing along the North line of Section 25, North 88 degrees 15 minutes 59 seconds E. 618.73 feet; thence South 00 degrees 02 minutes 54 seconds E. along the West line of "Grey's Subdivision" (Liber 70, Page 34, O.C.R.) and its extension 833.79 feet; thence S 11 degrees 21 minutes 42 seconds W. 24.84 feet; thence along the boundaries of "Fairfield Farms Subdivision" (Liber 139, Pages 26, 27, 28, 29 and 30, O.C.R.) N. 78 degrees 38 minutes 18 seconds W. 127.63 feet; thence North 79 degrees 52 minutes 54 seconds W. 60.00 feet; thence South 10 degrees 07 minutes 05 seconds W. 14.63 feet; thence South 89 degrees 57 minutes 06 seconds W. 310.30 feet; thence North 44 degrees 36 minutes 37 seconds W. 179.20 feet; thence North 02 degrees 51 minutes 13 seconds E. 356.73 feet; thence North 00 degrees 54 minutes 24 seconds W. 71.25 feet; thence North 01 degrees 44 minutes 01 seconds W. 263.46 feet to the point of beginning. 11.57 Acres

R/W# 30537



Oakland Division
30400 Telegraph Road
Birmingham, Michigan 48010
(313) 645-4009

Date: September 27, 1976

Kaufman & Broad

18610 W. Eight Mile Road

Attn: Robert Theisen

Southfield, Michigan 48075

Re: Jason Subdivision - Novi

Gentlemen:

The Detroit Edison Company will provide underground electric service to the above stated location pursuant to its rules and rates as currently filed with the Michigan Public Service Commission. It should be noted that these rules and charges are subject to change on the order of the Michigan Public Service Commission. Should such a change take place, this instrument is voided and a new instrument will be required to conform with the rules then in effect. These rules establish the following terms and conditions.

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 June 1, 1976.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 2,327.50 based on trench feet or 1,330 lot front feet and KVA (nameplate) of transformer capacity.

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.

No later than five days prior to the start of construction that has been scheduled for , we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 2,327.50 as non-refundable Contribution in Aid of Construction for the above charges.

RECORDED RIGHT OF WAY NO. 30537

Jason Subdivi n

Date September 27, 1976

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

Service laterals necessary to link the 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, employees, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Please sign one of the enclosed copies and return to me. You may retain the carbon copy for your file.

Very truly yours,



Paul J. Cortes
Sr. Service Planner

PJC:dp

ACCEPTED:



Name Robert Theisen
Title Executive Vice-President

Name _____

Title _____

Date September 30, 1976

Enc: Grading Certificate

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DE Form PL 101 8-76

RECORDED RIGHT OF WAY NO. 30537

Detroit
Edison

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

DATE: September 27, 1976

Kaufman & Broad

18610 W. Eight Mile Road

Southfield, Michigan 48075

Attn: Robert Theisen

RE: Jason Subdivision - Novi

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 ^{one copy} ~~two copies~~ of the Certificate below. You may retain the ~~third~~ ^{carbon} copy for your file.

Very truly yours,

Paul A. Carter
Service Planner

PJC:dp

9-28-76
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-64518 for this development is in my/our possession and will be used for this purpose.

Name Robert Theisen
Title Executive Vice-President

Name _____
Title _____

Date September 30, 1976

RECORDED RIGHT OF WAY NO. 58537

Jason Subdivision "As Proposed"

PART OF THE NORTHEAST 1/4 OF SECTION 25, T1N, R8E,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SHEET 1 OF SHEETS

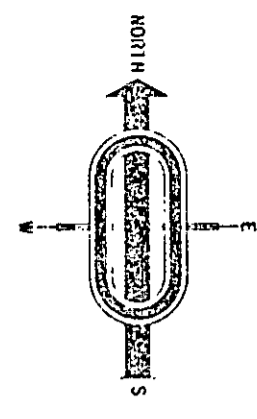
"GREEN'S SUBDIVISION" (Liber 70, Page 34)

UNPLATTED



M.C.S.
MUNICIPAL CONSULTANT SERVICE
CIVIL ENGINEERS AND SURVEYORS
TROY, MICHIGAN

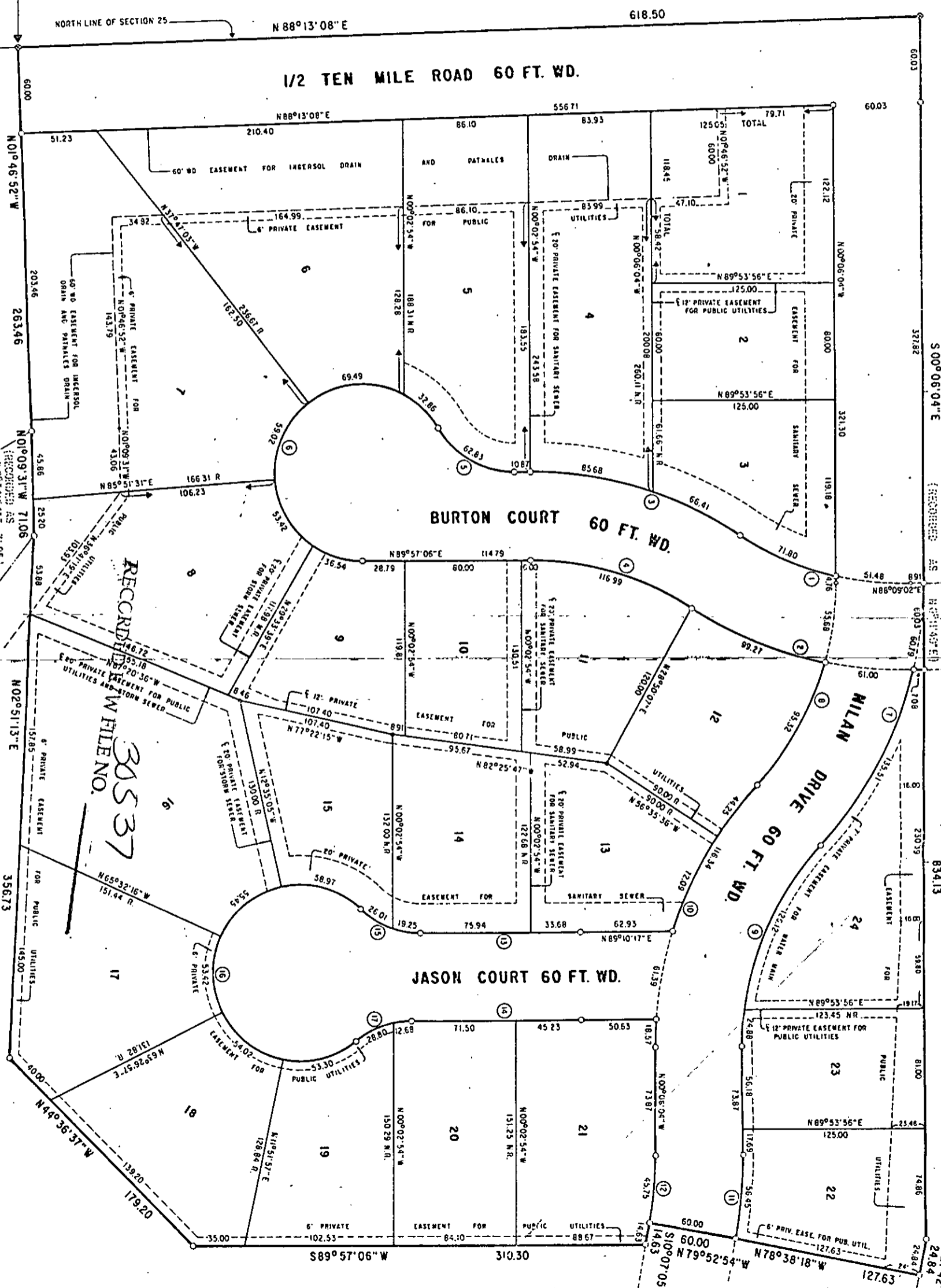
PLAT LEGEND
ALL DIMENSIONS ARE IN FEET.
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
R DENOTES RADIUS, NR DENOTES NORTH RADIAL.
THE SYMBOL "C" INDICATES A CONCRETE PONDING.
ALL LOT MARKERS ARE OF IRON PIPES 1 1/2" DIA. 18" LONG.
ALL BEARINGS ARE IN RELATION TO THE NORTHERLY
BOUNDARY OF FAIRFIELD FARMS SUBDIVISION AS RECORDED
IN LIBER 139, PAGES 26, 27, 28, 29 AND 30, O.C.R.



CURVE DATA

NO	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
1	200.00	123.28	35° 19' 03"	121.34	N 72° 11' 27" W
2	200.00	160.27	55° 19' 03"	157.74	N 74° 11' 27" W
3	200.00	192.09	73° 50' 55"	149.93	N 73° 17' 25" W
4	200.00	220.00	90° 00' 00"	115.33	N 73° 17' 25" W
5	600.00	62.81	60° 00' 00"	60.00	N 60° 02' 54" W
6	600.00	251.33	240° 00' 00"	103.92	N 29° 57' 06" E
7	2600.00	196.30	43° 15' 33"	191.68	N 21° 31' 43" E
8	2000.00	151.00	43° 15' 33"	147.84	N 21° 31' 43" E
9	2000.00	151.00	43° 15' 33"	147.84	N 21° 31' 43" E
10	2600.00	196.30	43° 15' 33"	191.68	N 21° 31' 43" E
11	316.50	56.45	10° 17' 06"	55.38	N 05° 00' 31" E
12	216.50	45.75	10° 17' 06"	45.69	N 05° 00' 31" E
13	1700.00	109.62	01° 20' 11"	105.62	N 89° 50' 22" E
14	1700.00	109.62	01° 20' 11"	105.62	N 89° 50' 22" E
15	60.00	45.26	43° 12' 58"	44.15	N 67° 53' 03" W
16	60.00	275.16	252° 45' 17"	90.04	N 02° 40' 47" E
17	60.00	41.48	39° 36' 27"	40.62	N 70° 46' 22" E

POINT OF BEGINNING



Liber 6762 P. 150 & 151

RECORDED RIGHT OF WAY NO. 30537

30537