

TWELVE OAKS APARTMENTS.

(78 99345)

LIBER 7310 PAGE 292

THIS INSTRUMENT IS RE-RECORDED WITH "AS INSTALLED" DRAWING AS STIPULATED IN PARAGRAPH 4. 29199

LIBER 7763 PAGE 576

AGREEMENT - EASEMENT - RESTRICTIONS

18/25

This instrument made this 28TH day of JULY, 1978, 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 TWELVE OAKS TOWNHOUSES, on land in the CITY of NOVI County of DAKLAND, 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.

DRAFTED BY: AND RETURN TO: CHARLES V. CLAPHAN MICHIGAN BELL TELEPHONE CO. 333 STEPHENSON HWY. RM. 301 TROY, MICHIGAN 48068

DRAFTED BY AND RETURN TO: M. HARTMAN, MICHIGAN BELL 660 PLAZA DRIVE ROOM 1510 DETROIT, MICHIGAN 48226

CHIEF OF WAX NO. 31838

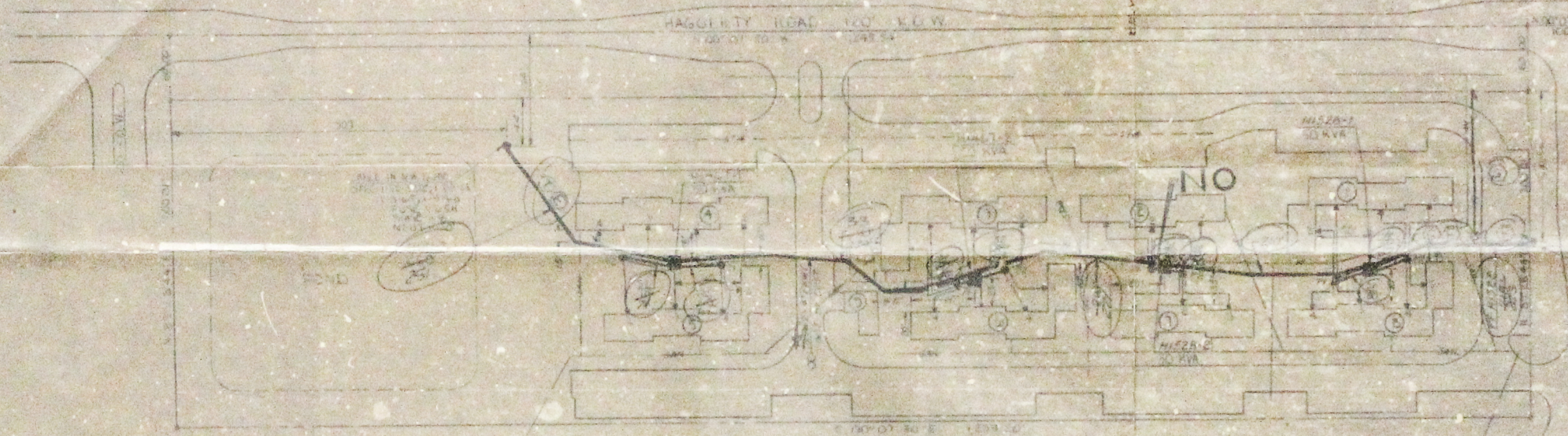
900 \$15.00

L7763
P579

P580

P581

31838



TRANSFORMER DATA

NO.	KVA	PHASE	TYPE
1	150	3	IND
2	150	3	IND

TRANSFORMER DATA

NO.	KVA	PHASE	TYPE
1	150	3	IND
2	150	3	IND

- CODE ---
- ① TERTIARY SECONDARY PEDESTAL
 - ② 10' DEEP FRONT TRENCH
 - ③ 10' DEEP FRONT TRENCH - LIVE DRAIN TRENCH
 - ④ 10' DEEP FRONT TRENCH - LIVE DRAIN TRENCH
 - ⑤ 10' DEEP FRONT TRENCH - LIVE DRAIN TRENCH
 - ⑥ 10' DEEP FRONT TRENCH - LIVE DRAIN TRENCH
 - ⑦ 10' DEEP FRONT TRENCH - LIVE DRAIN TRENCH
 - ⑧ 10' DEEP FRONT TRENCH - LIVE DRAIN TRENCH
 - ⑨ 10' DEEP FRONT TRENCH - LIVE DRAIN TRENCH
 - ⑩ 10' DEEP FRONT TRENCH - LIVE DRAIN TRENCH

CHECK IN N.W. CORNER
100' X 100' X 100'
100' X 100' X 100'
100' X 100' X 100'

CABLE SUMMARY

ITEM	QTY	UNIT	REMARKS
100' X 100' X 100'	1	FT	
100' X 100' X 100'	1	FT	
100' X 100' X 100'	1	FT	

TRENCH SUMMARY

ITEM	QTY	UNIT	REMARKS
100' X 100' X 100'	1	FT	
100' X 100' X 100'	1	FT	
100' X 100' X 100'	1	FT	

- GENERAL NOTES -

TRENCHING TO BE DONE BY THE CONTRACTOR.

TRENCH AND CABLE LOCATIONS AND APPROXIMATE DEPTHS TO BE SHOWN IN DETAILS FOR GRADE, SEE DETAILS SEE PAGE 30 (SEE) DETAILS (SEE) FOR EXISTING POINT DETAILS (SEE) ONLY.

SEE DRAWING IN 4700 FOR PLACEMENT OF CABLES.

CONDUITS SHALL BE INSTALLED AND TO BE IN PLACE BEFORE PLACEMENT OF CABLES.

SEE CITY ENGINEER'S OFFICE FOR DETAILS.

CONTACT THE CITY ENGINEER'S OFFICE FOR ANY QUESTIONS.

NOTIFICATION ONLY - PERMITS REQUIRED - CITY OF NOVI

As Installed Point
Ames Con Co
 8-20-78
 8-20-78
CALLING LINES COMPLETED
 START DATE 8-24-78

NO.	DESCRIPTION	DATE	BY	REVISION
1	ISSUED FOR PERMITS	7-27-78	J. J. [Signature]	
2	ISSUED FOR PERMITS	7-27-78	J. J. [Signature]	
3	ISSUED FOR PERMITS	7-27-78	J. J. [Signature]	

TWELVE OAKS TOWNHOUSES
SECTION 25, TIN K&F
CITY OF NOVI

OAKLAND CO. MICHIGAN 77R 640.2