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## AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 20TH day of Novenber, 1972, 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 epartments known as -PARK ON THE PARK, on land in the CITY County of OAKLAND of WALLED LAKE , 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

.. 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:

- The installation, ownership and maintenance of electric services (1) 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.
- 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.

Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed; the instrument shall be re-recorded with an "as installed" drawing, showing the location of utility facilities in relation to building lines and indicating the casements 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. contact with utilities.

Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.

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- (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 Publico Service Commission.

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

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- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- 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.
- 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.

THE DETROIT EDISON COMPANY In the Presence of: W. C. Arneld, Director. **ASST. SECRETARY** MICHIGAN BELL TELEPHONE COMPANY Glower By Milliam Diana Kingst WILLIAM F. MURRAY, JR. Staff Supervisor, Right of Way (authorized signature)

-2-

THE DETROIT TO TOOK THE DETROIT TO THE DETROIT TO THE DETROIT TO THE CONTAINS ASSESSED ASSESSED.

RETURN TO

J. A. ROBERTSON

THE DETROIT EDISON COMPANY

80400 TELEGRAPH ROAD, 272 OALDA:
BIRMINGHAM, MICHIGAN (CO.)

## BOOK 6008 PAGE 419

STATE OF MICHIGAN )
COUNTY OF WAYNE ) SS LIBER 7608 PAGE 83
On this 28th day of November , 19 72 , 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 I.H. Carroll
acknowledged said instrument to be the free act and deed of said Corporation
My commission expires: May 14, 1976 hand hand
Notary Public REAL
Wayne County Michigan
The state of the s
` <del>r</del>
STATE OF MICHIGAN )
ss
COUNTY OF OAKLAND )
On this first day of Documber, 19 72, 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.
<b>1</b>
My commission expires:
Notar, Public
County. Michigan

MELFORD HARTMAN
Notary Public, Wayne County, Michigan
Acting in Oakland County
My Commission Expires Sept. 15, 1875

-3-

RECORDED RIGHT OF WAY NO. 32580

6008 PAGE 420

PARCEL NO. I

SELLERS: Witness: VINE 5308 CENTERBROOK STATE OF MICHIGAN BIRMINGHAM, MICHIGAN. 480/0 SS. COUNTY OF MACOM On this day of <u>Income</u>, 1972, before me the undersigned, a Notary Public in and for said County, personally appeared GEORGE VINE and BARBARA E. VINE, his wife, known to me to be the persons who executed the foregoing instrument On this day 2011 and acknowledged the same to be their free act and wood. Notary Public Hacen County, Michigan My Commission Expires JOAN E. MASTROPIETRO Notary Public, Macomb County, Mich. My Commission Expires Dec. 20, 1975 Witness: HERMAN ucia. 24742 TEMPLAR STATE OF MICHIGAN SOUTHFIELD, MICHIGAN COUNTY OF MACOMB 엹 On this <u>Yoth</u> day of <u>Joseph 1972</u>, before me the undersigned, a Notary Public in and for said County, personally appeared HERMAN WEITZMAN, and LUCIA WEITZMAN, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed. tary Public Maconif County, Michigan My Commission Expire JOAN E. MASTROPIETRO Notary Public, Macomb County, Mich My Commission Expires De Witness: NOZZI

STATE OF MICHIGAN

COUNTY OF MACOME

27957 TAVISTOCK TRAIL SOUTHFIELD, MICHIEAN-48075

On this day of worker, 1972, before me the undersigned, a Notary Public in and for said county, personally appeared IRVING ALTUS and ERMINA ALTUS, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

My Commission Expires: Sec. 20 1975

Notary Public Machel County, Michigan

Notary Public, Macdelli County, Michigalia My Commission Expires Dec. 20, 1975

BOOK 6008	PAGE 421 LIBER 7608 PAGE, 85
and Brugat	In I say
JANET BAYANT	GEORGE VINE, Attorney-in-fact for HENRY
anna Hartstein	GREEN and Anna Green 5308 CENTER BROOK
ANNA HARTSTEIN	BIRMINGHAM, MICHIEAN- 18010
STATE OF MICHIGAN ) SS.	
COUNTY OF MACOMB)	-
on this def day of form for a Notary Public in and for said County, per fact for HENRY GREEN and ANNA GREEN, his will behalf of HENRY GREEN and ANNA GREEN are as the free act and deed of said HENRY GREEN	ife, who executed the feregoing instrument is acknowledged that he executed the same
	0 em 0 =
	Joan E. Mantaspiets
(A) 2-	Notary Public Macmil County, Michigan
My Commission Expires: <u>Lec. 2019-15</u>	
	Notary Public, Macomb County, Mich.
Witness:	My Commission Expires Dec. 20, 1975
	. \
Goset Bryant	Bear Ine
STANET BRYANT	GEORGE TINE Attomey-in-fact for S
Unna Harteters	5308 Centerbrook
ANNA HARTSTEIN	Birmingham, Michigan 48010
STATE OF MICHIGAN )	T C3
COUNTY OF MACOMB)	
an are 90 ft an a 01	THE PART OF THE PA
On this 20ff day of More has a Notary Public in and for said County, per in-fact for JOSEPH GREEN, who executed the JOSEPH GREEN and acknowledged that he executed said JOSEPH GREEN.	ioregoing instrument on behalf of
*.	
	Jan E. Mantisquets
	Notary Public Hoconel County, Michigan
My Commission Expires: XXxx20 47.5	JOAN E. MASTROPIETRO
, , , , , , , , , , , , , , , , , , , ,	Notary Public, Macomb County, Mich, My Commission Expires Dec. 20, 1975
	PURCHASER:
	ROTTMAN BUILDING COMPANY
Witness:	A Michigan Corporation
ಚಿತ್ರ ಆಭಿ ಅಭಿಕೃತ್ತಿ	236 <b>59 Lakeravines Br.</b> Southfield, Michigan 48075

Southfield, Mi

AVIN B. ROTTHAN - PRES.

ANNA HARTSTEIN

TO THE TO TO THE TO THE TO THE TO THE TO THE TO THE TOTAL TO THE TOTAL TO THE TOTAL CARS. THE

STATE OF MICHIGAN

COUNTY OF MACAMB

On this 20 # day of \_\_\_\_\_\_\_, 1972, before me appeared All to me personally known, who being by me duly sworn did of Rottman Building Company, a Michigan Corporation, and that the said instrument was signed on behalf of said corporation by authority of its Beard of Directors and the said Think ALVIN B. ROTTMAN acknowledged the said instrument to be the free act and deed of said corporation.

My Commission Expires:

SS.

comb County, Michigan Notary Public.

JOAN E. MASTROPIETRO Notary Public, Macomb County, Mich. My Commission Expires Dec. 20, 1975 Parcel No. 2

Witness:

23659 LAKE RAVINES DRIVE SOUTHFIELD, MICHIGAN-48075

STATE OF MICHIGAN

COUNTY OF MACOMB

On this 1 day of 10 no., 1972, before the undersigned, a Notary Public in and for said County, personally appeared ALVIN B. ROTTMAN and PHYLLIS ROTTMAN, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

My Commission Expires:

ary Public Macme County, Michigan

JOAN E. MASTROPIETRO Notary Public, Macomb County, Mich. My Commission Expires Dec. 20, 1975

APPENDIX "A"

PARCEL NO. 1 A parcel of land located in the NWA of Sec 26, T2N-R8E, Commerce Twp, Oakland Co. Michigan, further desc as follows: Beg at a pt located N. 89°25'50" E. 665.32 ft along the centerline of So. Commerce Rd. from the NW cor of said Sec; th from the pt of beg and continuing along said centerline N. 89°25'50" E. 226 ft; th S. 00°48'10" E. 244.21 ft; th N. 89°25'50" E. 140 ft; th S. 00°48'10" E. 417.60 ft; th S. 00°29'47" E. 667.88 ft; th S. 89°58'47" W. 365.50 ft; th N. 00°32'20" W. 659.16 ft; th N. 00°18'10" W. 667.12 ft to the P.O.B. Land containing 10.36 acres of land ft; th N. 00°48'10" W. 667.12 ft to the P.O.B. Land containing 10.36 acres of land the Nostherly 33 ft being subject to Road R.O.W.

PARCEL NO. 2 Land in the City of Walled Lake, Oakland Co. Michigan, desc as: A parcel of land located in the NW of Sec 26, T2N-R8E, Commerce Twp, desc as beg at the NW cor of "Moorcrest Subdivision" as recerded in Liber 83, page 36 of plats, O.C.R.; th from the point of beg N. 00°29'47" W. 219 ft; th N. 89°55'08" E. 297.53 ft; th S. 00°33'05" E. 17 ft; th N. 89°28'33" E. 366.06 ft; th S. 00°29'47" E. 201.95 ft; th S. 89°40'13" W. 663.60 ft along the North line of "Moorcrest Subdivision", to the P.O.B.

PREPARED BY: John N. Waterleo 1970 Orchard Lake Road Pontiac, Michigan 48053 CT THEFTH

-6-

MEMORANDUM ORDER FOR GENERAL USE DE FORM MS 77 12:53	TO Engineering Coordinator Supervisor DATE 11-27-72 TIME
* v =	Hdg H. Room 250 W.S.C.
	RE: Underground Service - Place on the Park, A.K.A. Park on the Place;
	City of Halled Lake, Oakland County.
	Agreements and Incoments obtained - OF to present add
	Service Planning P.S.C. SIGNED
REPORT _ File_	John N. Waterloo  Real Satete and B/W Dept
DATE RETURNED	TIME SIGNED

-EGAL-DESCRIPTION

LOCATED N. 89° 25'50" E., 665.32 FERT ALONG THE CENTERLINE OF SOUTH COMMERCE 5. 0.48170"E., 244.27 FEET; THENCE N.89.25150" ROAD FROM THE NIN CONNER OF SAID SECTION 26: CONTINUING ALONG SAID CENTERLINE, N. 89-25-50"E A PARCEL OF LAND LOCATED IN THE NWW OF SECTION 26, T2N-RBE, COMMERCE TWP., 0° 48' 10"E. ACRES OF LAND, THE NORTHERLY 33 FEET BEING RESERVED FOR ROAD 25'50" E., 665.32 FEET ALONG THE CENTERLINE OF SOUTH CONMERCE 359-24 FEET TO THE POINT OF BEGINNING AND CONTAINING 5-00 FEET; THENCE S. 89-251 TRENCH FROM THE 100 OFEET; THENCE E., 226.00 FEET; THENCE E. TAO. OO PEET; THENCE 86.00 FEET; THENCE P.O.B. AND

10 W 33 10,01,8400 W 5 10.00 BA 4.55.69 J. 0. 88.0 5 N. O. 48 10. CJ 10.00 ZE.O.O. 819.16 (a, oe; 25.0 440.00 365.50 89°57

COMMERCE

N. 89 25

RD.

0 # 47 567 . XX. FO.

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ED LAND

and that there are no encroactments other than as abown bereon; that said survey was hereon; that said drawing is a true representation of the survey as performed by me, performed with an error of closure no greater than 1 in I hereby certify that I luxve surveyed the parcel(s) of land described and delineated fully complied with the requirements of Section #5, Act #132, P.A. SECTION 26 5.000 ; and that I have

NW CORNER

CLARKSTON, MICHIGAN 48016 GARY 4780 MOHAWK Registered Land Surveyor No. 13601 70 STONEROCK Phone (315) 394-0177

Sheet 10 101%

Revisions :

665-32 FEE: ALONG THE CONTINUE OF SOUTH COMMERCE ROAD AND S. U-48-107E., 359-21 FEET FROM THE NW CORNER OF CALD SECTION 20: THENCE FROM THE P.C.B. N. 89-25-507E., 86-0 FEET: THENCE S. 0-48-407E., 160 -') FEET: THENCE S. 80% 40.0 FEET; IN NOE N. 80 COT AND CONTAINING 1.729 Aur DAKLAND COUNTY MICHIGAN, FISTHER DESCRIBED AS FOLLOWS; BECINNING AT A POINT LOCATED N. 89°25'50"E., PARCEL 2

A PARCEL OF LAND LOCATED IN THE NW % OF SECTION 20, 12N-ROE, COMMERCE TUP., E., 120.00 FEET; THENCE N. 0°48'10"W., 40.0 FEET; THENCE N. 59°25'50"W., 205.69 FEET; THENCE N. 69°25'50"W., 265.79 FEET; THENCE N. 69°25'50"W., 265°79 FEET; THENCE N. 69°79 FEET; THENCE N. 69°25'50"W., 26°79 FEET; THENCE N. 69°20'W., FRETT TO THE POINT OF BEGINNING

EGAL DESCRIFTION

665.32 FEET ALONG THE COUNTRY OF SOUTH COMMERCE ROAD AND S. 0.48.10.2., 625.00 FEET FROM THE NW CORNS OF SAID STOTION -: TOWNE FROM THE M.O.B. N. 89.25'50"E., 50.0 FEET; THONGE N. 44.25'50"E., 85.0 FEET; THENCE N. 80.25'50"E., 96.91 FEET; THENCE S. C.29.47"E., 357.63 FEET; THENCEN. 5.5.4 FEET; THENCE N. 0.32'20"W., 219.16 FEET; THENCE N. 0.48" JAKLAND COUNTY MICHIGAN, FOR HER DESCRIBED AS FOLLOWS; BECHNING AT A POINT LOCATED N. 89°25450"E. PARCEL OF LAND LOCATED IN 5 CINNING AND CONTAINING 3.149 ACRES OF LAND. " NWX OF SECTION 26, TZN-RBE., COMMERCE THE.,

LEGAL DESCRIPTION

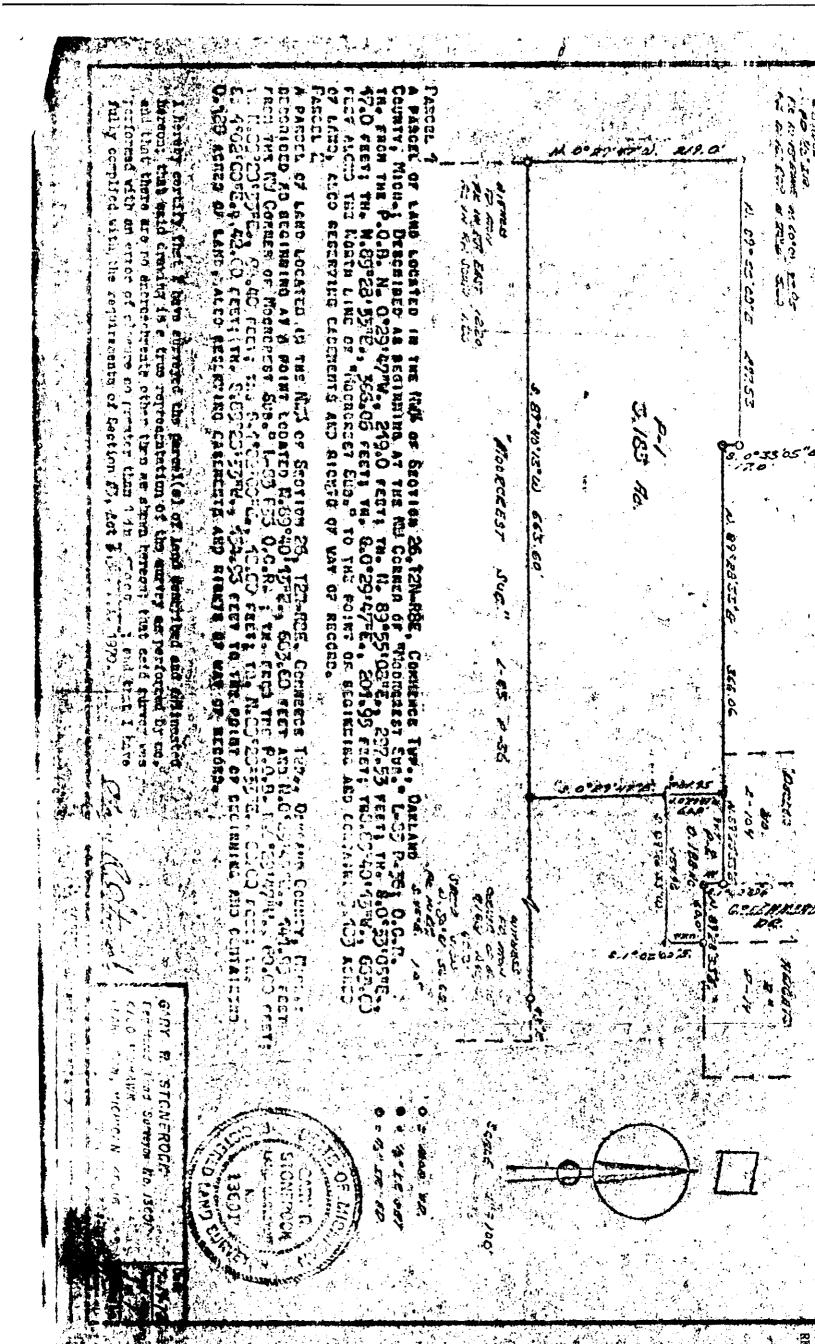
DAKLAND COUNTY, 1001647 THEROE S.O.SOTAL I. A PARCEL OF LAND LOCATE. HARMAN HAD DE SECTION 26, TEN-ROE., COMMERCE TWP., THE DESCRIBED AS FOLLOWS; BUGINNING AT A POINT LOCATED N. 89°23450"E. IF SAID SECTION 26; THEHCE FROM THE P.O.B. S. THENCE S. 95. 57145 W. 305.50 FEET; THENCE NIAINING 7.148 ALPES OF LAND.

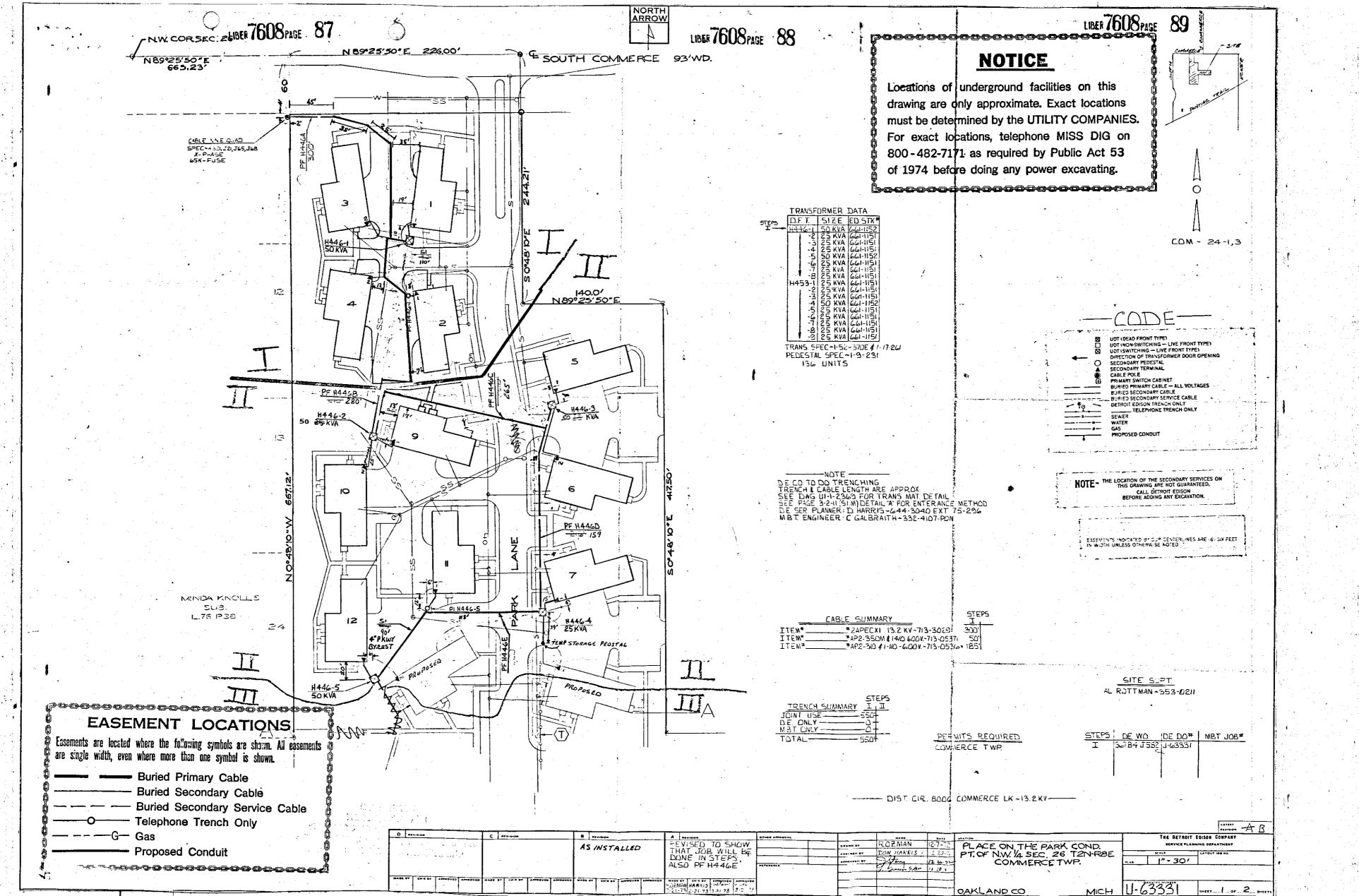
and that there are no encroachments other than as shown bereon; that said survey was hereing that eats drewing is a true representation of the survey as performed by me, performed with an error of closure no greater than 1 in 5,000; and that I have fully complied with the requirements of Section #3, Act #132, P.A. 1970. I lereby certify that I hav surveyed the parcel(s) of land described and delineated

> Registered Land Surveyor No 1363. GARY P STONEROCK

CLARKSTON, MICHIGAN 48. 4 Phone (3.1) 394.0 ...

Mewicions .





THE DETROIT EDISON COMPANY 30400 TELEGRAPH ROAD, 272 OAKDH BIRMINGHAM, MICHIGAN 48010

RECORDED RIGHT OF WAY NO. 32580