UBER 8616 PAGE 631

LIBER 8530 PAGE 820

83 109853

Detroit **Edison**

Right of Way Agreement

84 25678

1/9

November 15 19 83

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to CONSUMERS POWER COMPANY, a Michigan corporation of 212 Michigan Avenue, Jackson, Michigan, 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 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required for transmitting and distributing electricity, providing communication services and gas facilities with the usual services connections and accessories in, under, upon, over and across the land located in the <u>Village</u> of <u>Bingham Farms</u>, <u>Oakland</u> County, Michigan, and more particularly described on the attached Appendix "A"; with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be <u>Ten (10)</u> feet in width unless otherwise indicated and their route is described as follows: The exact location of said easement will be shown on a drawing to be recorded within 90 days after construction.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

- 1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES equipment.
- 2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.
- 3. If the lines or facilities of UTILITIES' are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.
- 4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licenses and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date:

Witnesses: Grantors: Robertson Jamieson Corporation, a Michigan Corporation C. Robertson, Jr. Executive Vice-President ames C. Ada James C. A BY: M. Ann Adams <u>%</u> ~~ Prepared By: Walter E. Touchie 2550 Telegraph Rd Address: 30400 Telegraph Rd. 48013 Bloomfield Hills, MI Birmingham, MI 48010

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

Red.ove/

E 963-4188 11-79CS (D.E.,...C.P.,...M.B.T.H.B.D.)

APPROVED DAYS

LAW

START ACCOUNTING

BEAL SCHAFE AND
PHONES OF WAY

EMCINELISE

SERVILI PLANNES

When William

Burton Carlo

SOLO DE LA TELLINA DE PRESENTANTA SOLO DE LA TELLINA MICHELA DE COMPANY SOLO DE PROPERTO DE COMPANY SOLO DE CO

APPRO	DATE	.j	
BLDG. & PROP. DEPT.			عد د
DIV. ORG.	Sti Roberton	11/18/83	W. 2.2.
INS. DEPT.			
LEGAL DEPT.		-	
RE & REW DEPT.			
SYSTEM ENG. DEPT.			
TAX, DEPT.			_[

STATE OF MICHIGAN)

) ss.

County of DAKIAND)

me, the subscriber, a notary public in and for said County, appeared Paul C. Robertson, Jr., to me personally known, who being by me duly sworn did say that he is the Executive Vice President of Robertson Jamieson Corporation, a Michigan Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and Paul C. Robertson, Jr. acknowledged said instrument to be the free act and deed of said corporation.

JACQUELINE A. MASON Notary Public, Oakland County, Michigan My Commission Expires February 8, 1986 Notary Public, Oakland County, MI

My Commission Expires:

STATE OF MICHIGAN

) ss.

County of Wayne

On this 15th day of November, A.D. 1983, me, the undersigned, a notary public in and for said county, per appeared M. Ann Adams known to me to be the person who executed instrument, and acknowledged the same to be her free act and deed

deed the foregoing

Notary Public, Wayne C

_County, MI

My Commission Expires: 5/11/86

THERESA MARIE HARDICK Notary Public, Wayne County, MI My Commission Expires May 11, 1986

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDE
RIRMINGHAW. TO COMPANY

Control of the control

L 86/6 ρ 632./ (LIBER 8530 PAGE 822)

APPENDIX "A"

Land in the Northwest 1/4 of Section 9, T1N, R10E, Village of Bingham Farms, Oakland County, Michigan, described as commencing at the Northwest section corner; thence along the section line South 1632.62' to the point of beginning; Thence South 179.59'; thence South 61°00'00" East, 124.60; thence South 165.00'; thence South 17°18'55" East, 178.07'; thence South 42°52'44" East, 191.05'; thence South 30°57'50" West, 116.62'; thence South 18°00'00" East, 196.89' to the 1/4 line; thence along the 1/4 line South 89°50'00" East, 903.89'; thence North 4°00'00" West, 225.43'; thence North 42°35'15" West, 319.19'; thence North 32°09'08" West, 165.36'; thence North 11°27'32" East, 226.51'; thence North 3°02'08" East, 132.19'; thence South 64°14'35" West, 285.35'; thence South 83°44'45" West, 437.18'; thence North 9°32'26" West; 225.75'; thence West 199.97' to the point of beginning.

29-09-101-136

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM. MICHIGEN 4501

CHIEF TO THEIR ACTRONAL

MEMORANDUM FOR GENERAL DE FORM MS 77 1	use 🤚	то	RECOR	CENTER				Ε	L-27-85 r	ME	. *
Pl∈	ase set-u	p R/W fil	le for:	Birah	an n	Loods	LYII	Vi	llage of Bin	ghan Far	11\d
	ng a part			40	<u> </u>			Section	9,91h, R	,10 F	
Oak	land Cour	ty, Michi	igan.		· .		·	<u> </u>		Λ.	
COPIES TO:	· · ·				· · · · · · · · · · · · · · · · · · ·	···	_ SIGNED _	James D.	B. M. KIN McDonald		
REPORT	16.1			· · · · · · · · · · · · · · · · · · ·			 	_272 ³ 0akl	and Division I	gters.	
50s 4co	41 41CL	WILL ST	F	•			·				
	• 7	ישיי די שינ	TIME_	<u></u>	•	, <u></u>	SIGNED				
DATE RETURN	ED		(IME_					*s	F	,	-

.

ī

1



PROFESSIONAL ENGINEERING ASSOCIATES, INC. Consulting Engineers and Land Surveyors

Michigan Office:

950 North Hunter Boulevard / Birmingham, Michigan 48011 / (313) 642-8202

North Carolina Office:

1409 East Boulevard / Charlotte, North Carolina 28203 / (704) 377-4349

Samuel A. Walker III, P.E., R.L.S President

PER. SAM WALKER

1632 12 FT. October 5, 1983 Job No.76241

FOR DETROIT EDISON DESCRIPTION LEGAL

FUTURE DEVELOPMENT - AS OF 10-4-83

APPENDIX "A" Land in the Northwest 1/4 of Section 9 TIN, RIOE, Village of Bingham Farms, Oakland County, Michigan, described as commencing of the Northwest section corner; th along the section line South 1779.62' to the Point of Beginning: Th South 179.59'; th S 61°00'00" E, 124.60'; th South 165.00'; th S 17°18'55" E, 178.07'; th S 42°52'44" E, 191.05'; th S 30°57'50" W, 116.62'; th S 18°00'00" E, 196.89' to the 1/4 line; th along the 1/4 line S $89^{\circ}50'00"$ E, 903.89'; th N $4^{\circ}00'00"$ W, 225.43'; th N $42^{\circ}35'15"$ W, 319.19'; th N $32^{\circ}09'08"$ W, 165.36'; th N11°27'32" E, 226.51'; th N 3°02'08" E, 132.19'; th S 64°14'35" W, 285.35'; th S 83°44'45" W, 437.18'; th_N 9°32'26" W, 225.75'; th West 199.97' to the Point of Beginning /

Detroit Edison

Application for U.R.D. Easements

DE 963-5145 9-73CS (RR 11)

To (Supervisor, RE & R/W) LIM ROBERTSON			71 - 7
JIM KOBERTONAL	For RE & R/W Dept. Use	Date Received DE/Bell/C	.P. No.
ivision	OE 83-137 Date	10-21-83 Application No./	
DAKLAND	10/14/83	\$ 7602	
Ve have included the following necessary material and information	1:		
Material:	· ·		
A. Proposed Subdivision			
1. copy of complete final proposed plat - All pages		•	
Of	arle.		
 Other than proposed subdivision (condo., apts. mobile home pe — other) 	11 K		
1. Property description.			
-2. Site plan.			
3. title information (deed, title commitment, contract with title			
commitment, or title search). Note: Do not submit application for URD easements until all above			r
naterial has been acquired.			
nformation			
. Project Name		County	
BINGHAM Woods VIII	_	OAKLAND	·
эцитим э нip/Village		Section No.	
BINGHAM Woods VIII BINGHAM FARMS.		<u> </u>	
ype of Development		(/	
Proposed Subdivision Apartment Co	omplex	Condominium	
Subdivision Mobile Home	Park	Other Phone No.	
R. Name of Owner	0 -	Priorie No.	20
INDUSTRIAN SON JAMIESON	. CORP	850 250	
POBERTSON JAMIESON Address 2550 : TELEGRAPH Rd Dwner's Representative	RICAM CIFI	n 4145 MI.	48013
Owner's Representative	DE00111 772 21	Phone No.	
John ROGERS		645-624	4
Date Service is Wanted		<u></u>	<i></i>
NOV 17, 1983			
Entire Project will be developed at one time			. □ Yes 🗷 N
s. Entire Project will be developed at one time		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
5. Joint easements required 🗹 Michigan Bell Telephone			, 🔀 Yes 🔲 N
∠ Consumers Power			. 💢 Yes 🔲 🛚 🖂
a. Name of Other Utilities If Not Michigan Bell Telephone or Consumers Power			
. Hairs, or Other Children in this Michigan per releptions of Consumers Fower			. GH.
b. Other Utility Engineer Names		Phone Numbers	OF
· · ·		,	
Addresses			WAY.
			ب ·نط
		· · · · · · · · · · · · · · · · · · ·	
			la
i Additional Information or Comments	· · · · · · · · · · · · · · · · · · ·		
5 Additional information or Comments	,		
5 Additional Information or Comments			
5 Additional Information or Comments	,		10000
6 Additional Information or Comments	,		1 PACD
5 Additional information or Comments	,		1 3 CO PCD
	r		1000 CD
Note: Trenching letter □ attached ☑ will be submitted late	J Signed (Service Planning,S	upervisor)	
Note: Trenching letter □ attached 🔀 will be submitted late		upervisor)	and a

LAND CONTRACT

Phase III

Part of Parcel 3 and Part of Parcel 4

between M. Ann Adams hereinafter referred to as SELLER, whose address is 2048 Rhine, West Bloomfield Township, Michigan 48033 and Robertson Jamieson Corporation, a Michigan corporation hereinafter referred to as PURCHASER, whose address is 2550 Telegraph Road Solution Suite 100, Bloomfield Hills, Michigan 48013.

WITNESS THAT

11857

1. SELLER AGREES:

- (a) To sell and convey to Purchaser land in the Village of Bingham Farms, Oakland County, Michigan as described in EXHIBIT A attached hereto and made a part hereof.
- (b) The full consideration for the sale of the land to Purchaser is the sum of

Two Hundred Sixteen Thousand Four Hundred Twelve and 50/100 Dollars (\$216,412.50) of which the sum of

Sixty-Four Thousand Nine Hundred Twenty-three and 75/100 Dollars (\$64,923.75) has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of

One Hundred Fifty-one Thousand Four Hundred Eighty-eight and 75/100 Dollars (\$151,488.75) is to be paid to the Seller, with interest on any part hereof at any time unpaid at the rate of seven and one-half percent (7-1/2%) per annum while Purchaser is not in

TB 24-09-101-087

15:50

JUL 14 1981

default, and at the rate of eight and one-half percent (8-1/2%) per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid

> One-third thereof one year from the date hereof, One-third thereof two years from the date hereof, and the balance thereof three years from the date hereof; provided, however, that Purchaser shall have the right to pay the entire balance at any time prior thereto.

Interest on the unpaid principal balance shall be paid on each principal installment payment date in addition to the principal installment payment.

To execute and deliver to Purchaser or its assigns, (c) upon payment in full of all sums owing hereon, a good and sufficient warranty deed conveying title to the land free from all encumbrances except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or her successors or assigns.

PURCHASER AGREES:

- To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided.
- To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches
- levied on the land before any penalty for non-payment attaches

 thereto, and submit receipts to Seller as evidence of payment thereoff

 (c) That it has examined a title insurance policy commitment dated April 14, 1981 covering the land and is

 satisfied with the marketability of title shown thereby.

SELLER AND PURCHASER MUTUALLY AGREE:

If default is made by Purchaser in the payment of any tax or special assessment as above provided, Seller may pay such

tax or special assessment and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at the rate of eight and one-half percent (8-1/2%) per annum.

- (b) No assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the address of the assignee shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt or acceptance thereon.
- (c) Purchaser shall have the right to possession of the land from and after the date hereof.
- any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void and retain whatever may have been paid hereon and all improvements that may have been made upon the land, together with additions and accretions thereof and consider and treat Purchaser as Seller's tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser as provided by statute, prior to institution of any proceedings to recover possession of the land.
 - (e) If proceedings are taken to enforce this contract by

equitable action after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing herein shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

- (f) Time shall be deemed to be of the essence of this contract,
- (g) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument shall have been enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the last known address of Purchaser and such envelope deposited in the United States government mail.
- (h) Purchaser shall have the right to pay any part or all of the unpaid balance of the purchase price at any time provided accrued interest shall be paid on the unpaid balance to date of principal payment and provided, further, that no principal payments, including the down payment, shall be made in the calendar year of the execution of this contract in excess of thirty percent (30%) of the purchase price unless the full balance of the purchase price is paid or such payment is with the consent of the Seller.
- (i) Purchaser shall deliver to Seller a survey showing the locations of ingress-egress, storm and sanitary sewer and water line easements over the land covered by this contract, when they have been firmly established and approved by the Village of Bingham Farms, Oakland County, Michigan. All declarations and/or grants of said easements, whether by master deed, plat or otherwise, shall

expressly inure to the benefit of all adjoining land subject to the hereinafter described Option Agreement not heretofore purchased by Purchaser, and Seller and succeeding owners thereof shall be entitled to tap into said sewers and lines.

- (j) Purchaser acknowledges that Seller has made no representations with respect to the condition of the land, including without limitation, soil conditions, or as to the status of any requirements pertaining thereto, whether imposed by a public authority or otherwise, and that Purchaser is in all respects hereby agreeing to purchase the land in an "as is" condition.
- (k) This contract is executed pursuant to that certain Option Agreement between M. Ann Adams as Seller and Robertson Bros. Company as Purchaser (whose interest has been assigned to Robertson Jamieson Corporation, the Purchaser herein) dated 31 October 1977 as amended by that certain Amendatory Agreement by and between the parties hereto executed 20 August 1980, and is subject to the terms and conditions of said agreement as amended. In the event of any of the provisions hereof shall conflict in any respect with the provisions of said agreement, the provisions of said agreement shall prevail.
- (1) This contract is subject to the interest of The Detroit Bank and Trust Company, assignee of Purchaser's Interest in Option Agreement, dated November 20, 1979 recorded November 27, 1979 in Liber 7681, Page 125, Oakland County Records.

IN WITNESS WHEREOF, M. Ann Adams, the Seller, has set her hand and Robertson Jamieson Corporation, the Purchaser, has caused this instrument to be executed by its duly authorized officers, the

day and year first above written	
WITNESSES As to M. Ann Adams	M. Ann Adams
Earl D. Tripledt Dames C. Adams Dames C. Adams	ROBERTSON JAMIESON CORPORATION, a Michigan corporation Paul C. Robertson, Jr., Its Executive Vice president
As to Paul C. Robertson, Jr STATE OF MICHIGAN)) SS COUNTY OF OAKLAND)	George R Snider Ruth H. Dalao Ruth H. Dalao
The foregoing instrume 13th day of May	nt was acknowledged before me this _, 1981 by M. Ann Adams.
CATHERINE KIM SHIERK Notary Public. Wayne County, Michigan My Commission Expires January 2, 1983	Notary Public, County, Michigan My commission expires:
STATE OF MICHIGAN)) SS COUNTY OF OAKLARD)	•
The foregoing instrume 15th day of Man Executive Vice-president of Robe Michigan corporation on behalf o	
	y O yda-

Notary Public,

County,

TERI J. HAGAMAN Michigan

Motary Public, Wayne County, Mich. My commission expires:

My Commission Expires Mar. 6, 1983

Certung an Oak land

Drafted by:

When Recorded Return to:

George R. Snider 409 Griswold, Suite 600 Detroit, Michigan 48226 961-6074

EXHIBIT A

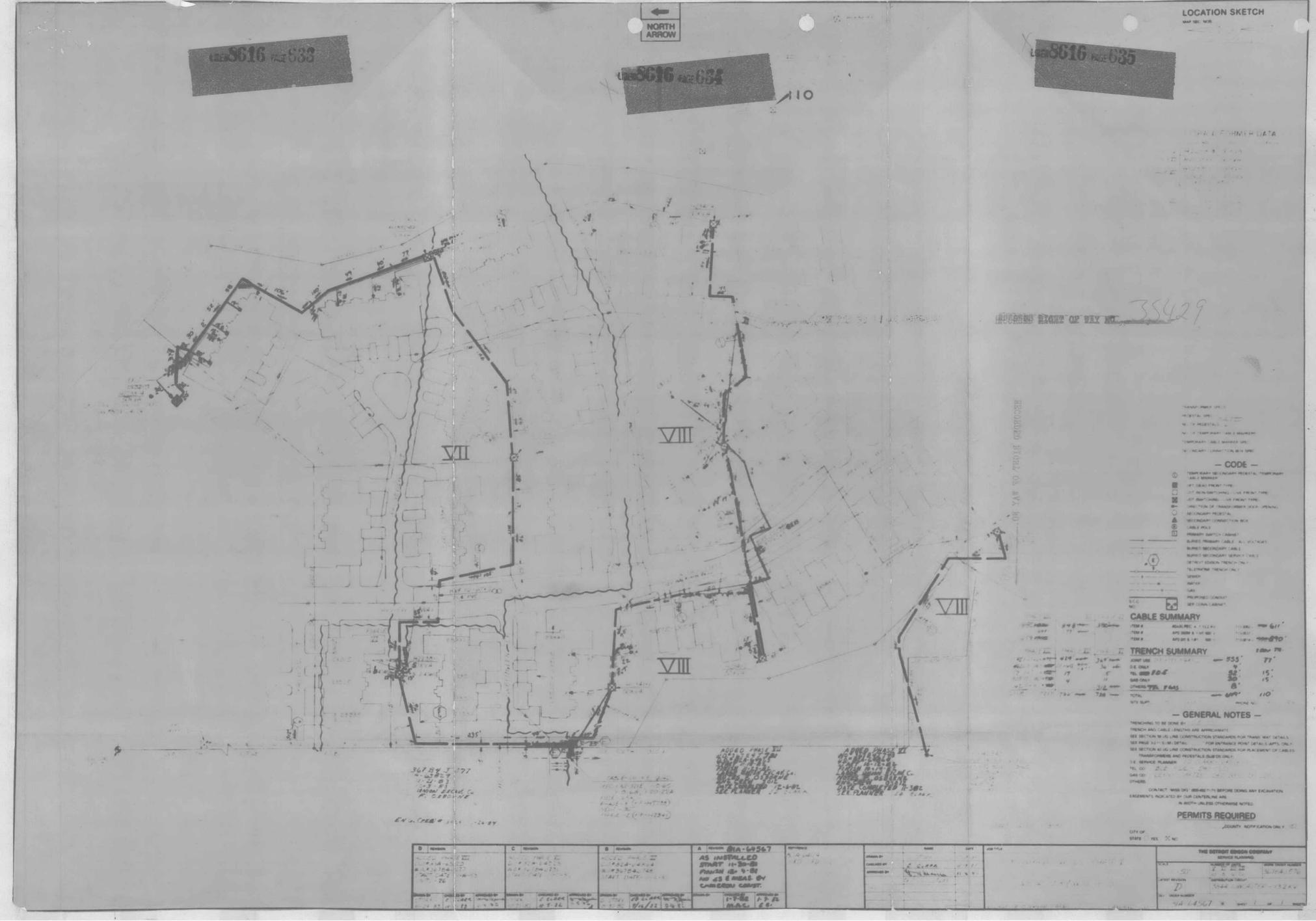
Phase III

BINGHAM WOODS

Land in the Village of Bingham Farms, County of Oakland, State of Michigan, described as:

Land in the Northwest 1/4 of Section 9, Town 1 North, Range 10 East, Village of Bingham Farms, Oakland County, Michigan, described as commencing at the Northeast corner of Section 8; thence along the section line due South 1307.63 feet to the Point of Beginning; thence due East 455.00 feet; thence North 40 degrees 25 minutes thence due East 455.00 feet; thence North 40 degrees 25 minutes 13 seconds East, 355.96 feet; thence South 47 degrees 37 minutes 21 seconds East, 157.27 feet; thence South 10 degrees 04 minutes 50 seconds West, 182.82 feet; thence South 13 degrees 49 minutes 43 seconds East, 133.88 feet; thence South 28 degrees 48 minutes 05 seconds East, 263.61 feet; thence South 64 degrees 14 minutes 35 seconds West, 285.35 feet; thence South 83 degrees 44 minutes 45 seconds West, 367.19 feet; thence South 8 degrees 25 minutes 37 seconds East, 136.47 feet; thence South 39 degrees 36 minutes 38 seconds East, 188.22 feet; thence South 59 degrees 02 minutes 10 seconds West, 182.39 feet; thence South 30 degrees 57 minutes 10 seconds West, 182.39 feet; thence South 30 degrees 57 minutes 50 seconds East, 95.00 feet; thence South 46 degrees 07 minutes 11 seconds West, 100.55 feet; thence North 83 degrees 09 minutes 26 seconds West, 125.90 feet; thence due North 95.00 feet; thence due West 141.98 feet to the section line; thence along said section line, due North 955.00 feet to the Point of Beginning.

(Description contains 14.925 acres)



62hSS