

66 35641

PROPOSED FUTURE SUBDIVISIONS
(Not Platted)

1-10
11

AGREEMENT

THIS AGREEMENT, made this 6th day of May, 19 66,
between MARK BUILDERS, INC., a Michigan corporation, of
10222 West McNichols Road, Detroit, Michigan, 48221,

hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing land in the City of Southfield,
Oakland County, Michigan, as described in Appendix "A" which is attached hereto and made a part hereof, and

WHEREAS, DEVELOPER is not prepared to record the plat of said proposed subdivision at this time but has submitted a preliminary plot plan for said subdivision to EDISON and BELL and is hereby requesting EDISON and BELL, prior to recording plat, to install their lines for underground single phase electric service and communication services including above ground cable poles and above ground equipment, except Lots 1170 through 1185 and Lots 1207 through 1213 shall have overhead electric service.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made between DEVELOPER and EDISON and BELL, it is hereby agreed as follows:

I.

DEVELOPER AGREES:

1. To execute a separate instrument prior to utility installations granting private easements for public utilities and declaring restrictions acceptable to EDISON and BELL for their underground services.

2. To install sanitary sewers when required by governmental authority with sewer taps extending three (3') feet beyond easement limits for each lot prior to installation of electrical underground lines or communication lines in easements so that sewer connections can be made without undermining electrical system or communication lines. Sewer lines may cross but may not be installed within the six (6') foot easements used for electric and communication utilities.

RECORDED RIGHT OF WAY NO. 23223

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MICHIGAN
REGISTERED
OF DEEDS

Except as provided herein, the Grantor(s) shall have the right to make any use of the land, subject to such private easements, which is not inconsistent with the right of EDISON or BELL; provided, however, that the owners shall not plant trees or large shrubs within the private public utility easements. EDISON and BELL shall have the right, without incurring any liability to the property owner for so doing, to trim or remove trees, bushes, or other plants of any kind within said private easements and also shall have the right to trim the roots and foliage which grow into the easements belonging to trees, bushes or other plants of any kind lying outside of said easements and, which, in the sole opinion of EDISON or BELL, interferes with the facilities therein or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any private public utility easement of the proposed subdivision.

3. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformers or switching cabinets; nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.

4. Grantor(s) and subsequent owners of proposed Lots 1186 thru 1192
and Lots 1195 thru 1206

in this proposed subdivision shall own and install at their own expense, the single phase electric service conductors lying between the residences and the transformers or service connection pedestals located in said easements. Said electric service conductors shall be thereafter maintained by EDISON. Provided, however, should the electric service conductors of the owner(s) or the lines of BELL be damaged by acts or negligence on the part of owner(s) or ~~their~~ (their) agents or contractors, repairs shall be made by EDISON or BELL at the cost and expense of the owner(s) and paid forthwith to EDISON or BELL upon receiving a statement therefor.

5. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least 2 - #1/0 AWG and 1 - #2 AWG copper or 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation.

6. The grade established by the Grantor(s) in accordance with local governmental regulations at the time EDISON and BELL place their underground facilities in the easements shall be considered final or finished grade.

Grantor(s) shall not make any change in such grade in or near easements or alter any ground condition, including, drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned, interferes with the facilities already installed.

RECORDED RIGHT OF WAY NO. 23223
RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
200 SECOND AVENUE
DETROIT, MICHIGAN 48216

7. Grantor(s) shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by Grantor(s) of any of the foregoing restrictions pertaining to utility underground installations.

8. Upon the future 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 a part of the private easements for public utilities indicated on the plat for said subdivision, only on the 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 utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

9. The foregoing restrictions 1 through 8 shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Grantor(s).

10. Enforcement shall be by proceeding in a civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned (has) ~~(have)~~ set (its) ~~(their)~~ hand ~~(s)~~ and seal ~~(s)~~ on this 6th day of May, 1966.

In the Presence of:

MARK BUILDERS, INC.
a Michigan corporation
10222 West McNichols Road
Detroit, Michigan, 48221

By: Leonard Pinter (President)
Leonard Pinter, President

By: E. R. Hilleboe
E. R. Hilleboe, Sec'y-Treasurer

James A. Robertson
James A. Robertson
Anne Bine
Anne Bine

REC'D MAIL ROOM MAY 10 1966 23223

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48216

STATE OF MICHIGAN)
) SS.
COUNTY OF ~~WASHTENAW~~)
WAYNE

On this 6th day of May, 1966, before me the subscriber, a Notary Public in and for said County, appeared Leonard Pinter and E. R. Hilleboe, to me personally known, who being by me duly sworn did say they are the President and Sec'y-Treasurer of MARK BUILDERS, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Leonard Pinter and E. R. Hilleboe acknowledged said instrument to be the free act and deed of said corporation.

James A. Robertson
James A. Robertson
Notary Public, Oakland County, Michigan

My Commission Expires: Sept. 16, 1969

RECORDED - MICHIGAN
REGISTER OF DEEDS RECORDS
OAKLAND COUNTY
1966 MAY 31 PM 2 56
John D. Murphy
CLERK-REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. 5723

PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan, 48226

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

LAW DEPARTMENT

May 12, 1966

MEMORANDUM TO:
Mr. Ivan Gamble
Properties & R/W Department
310 General Offices

Re: Proposed Cranbrook Village Sub. No. 13
City of Ann Arbor, Washtenaw County

Enclosed is the Easement for the above project for recording together with a copy for Michigan Bell Telephone Company.

The Bell Engineer in this project is Ray Howard, Phone No. 542-9911.



Stephen A. McNamee
Staff Attorney

/vab

Enclosures

RECORDED RIGHT OF WAY NO. 23223

for public utilities and the residences erected on said lots. Provided, however, should the above/^{underground}installations of the utilities and the/^{underground}installations of DEVELOPER be damaged by acts of negligence on the part of DEVELOPER or its contractors or assigns, repairs shall be made at cost and expense of DEVELOPER or its successors or assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or its successors or assigns upon receiving a statement therefor.

THIS AGREEMENT shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

In the Presence of:

James A. Robertson
James A. Robertson
Anne Bine
Anne Bine

MARK BUILDERS, INC.
By: Leonard Pinter
Leonard Pinter, President
By: E. R. Hilleboe
E. R. Hilleboe, Secretary-Treasurer

Stephen A. McNamee
Stephen A. McNamee
Irene C. Kata
IRENE C. KATA

THE DETROIT EDISON COMPANY
By: M. Pease
M. PEASE
VICE PRESIDENT
By: Lillian J. H. Carroll
LILLIAN J. H. CARROLL, ASST. SECRETARY

G. G. Watt
G. G. Watt
Jack Manery
A. Jack Manery

MICHIGAN BELL TELEPHONE COMPANY
By: F. B. Hunt
VICE PRESIDENT & GENERAL MANAGER
F. B. HUNT
By: F. B. Allen
F. B. ALLEN
SECRETARY

STATE OF MICHIGAN)
COUNTY OF Wayne) SS.

On this 6th day of May, 1966, before me the subscriber, a Notary

Public in and for said County, appeared LEONARD PINTER, and E. R. HILLEBOE of MARK BUILDERS, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and LEONARD PINTER, and E. R. HILLEBOE acknowledged said instrument to be the free act and deed of said corporation.

James A. Robertson
James A. Robertson
My Commission Expires: Sept. 16, 1969 Notary Public, Oakland County, Michigan

RECORDED RIGHT OF WAY NO. 23723

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 12th day of May, 1966, before me the subscriber, a Notary Public in and for said County, appeared M. Pease and Lillian J. H. Carroll, to me personally known, who being by me duly sworn did say they are ~~the~~ a Vice President and an Assistant Secretary of THE DETROIT EDISON COMPANY, a New York corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and M. Pease and Lillian J. H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. KATA
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires: July 9, 1968

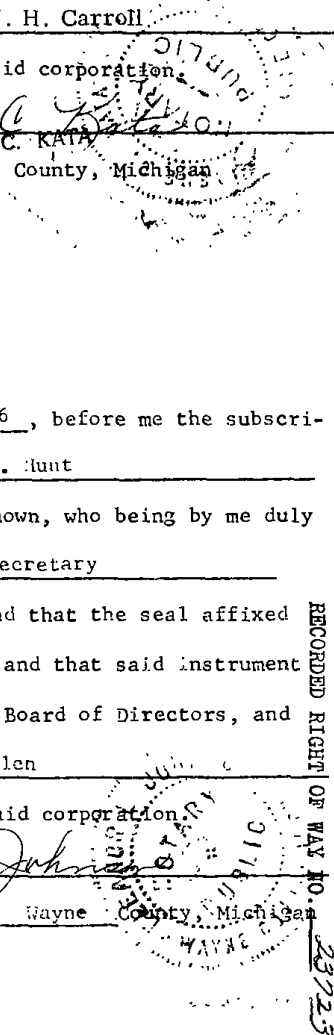
STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 17th day of May, 1966, before me the subscriber, a Notary Public in and for said County, appeared F. B. Hunt and F. B. Allen, to me personally known, who being by me duly sworn did say they are the Vice President and Secretary of MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and F. B. Hunt and F. B. Allen acknowledged said instrument to be the free act and deed of said corporation.

Eleanor L. Johnson
Eleanor L. Johnson
Notary Public, Wayne County, Michigan

My Commission Expires: May 15, 1967

PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan, 48226



THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

May 12, 1966

Michigan Bell Telephone Company
23500 Northwestern Highway
Southfield, Michigan

Attention: Mr. Carl Hall

Re: Proposed Cranbrook Village Sub. No. 13
City of Ann Arbor, Washtenaw County

Gentlemen:

Enclosed is the original and three copies of the Agreement in the above project for the signature of the officers of Michigan Bell Telephone Company.

Would you please have these executed and return the original and one copy to me; the third copy is for your file.

Very truly yours,


Stephen A. McNamee
Staff Attorney

/vab

Enclosures

RECORDED RIGHT OF WAY NO. 28723

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

TO C. J. Bartholomew - 646 G. O.

DATE 3-11-66

TIME _____

Re: Underground Services - Greenbush Village Sub., City of Southfield, Oakland Co.

Agreements and Easements received; okay to proceed with construction.

COPIES TO F. Olson - 1221 Second - Rm. 134

W. Stone 1941 Second - Rm. 106

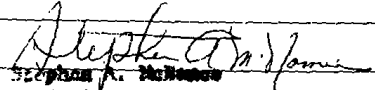
REPORT W. T. Shively - 716 G. O.

R. W. Priebe - 723 G. O.

XXXX L. Lee - 21111 Service Center

File

SIGNED


Stephen A. McNamee
Staff Attorney

DATE RETURNED _____

TIME _____

SIGNED _____

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

May 19, 1966

Mark Builders, Inc.
10222 W. McNichols
Detroit, Michigan 48221

Gentlemen:

Re: Proposed Cranbrook Village Subdivision No. 13

Enclosed is a fully executed copy of the Agreement dated
May 6, 1966, for the underground electric and communication services
to the above named project.

Very truly yours,


Stephen A. McNamee
Staff Attorney

SAMcN:shk

cc: C. Hall
Michigan Bell Telephone Co.

Enc.

CONFIDENTIAL

23/23

April 28, 1966

Mark Builders, Inc.
10222 W. McNichols Road
Detroit, Michigan 48221

Re: Cranbrook Village Subdivision
No. 13
City of Southfield
Oakland County

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 (6') feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$580.00 based on 1161 trench feet at the rate of .50 cents per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on February 2, 1966. Any changes in these locations may require an adjustment in the cost figures.

Normally, trenching operations will not be undertaken during December, January, February, or March unless ground conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

RECORDED RIGHT OF WAY NO. 23723

Mark Builders, Inc.

-2-

April 28, 1966

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 assigns. If such damage should occur, we would expect reimbursement for repairs.

For your convenience, we will bill you on terms of thirty (30) days.

Very truly yours,

F. W. Sell
Asst. Division Manager

ACCEPTED

Leonal R. R. R.

Date: 5-6-66

1-10
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RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

PROPOSED FUTURE SUBDIVISIONS
(Not Platted)

Project Name:
"Cranbrook Village"

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, hereinafter called Grantor(s), being owner(s) of land and person(s) having interest(s) in land (being a proposed subdivision described in Appendix "A", which is attached hereto and made a part hereof) desire(s) to subject said land to the easements, restrictions, covenants and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, the Grantor(s) hereby grant(s) and convey(s) to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL", their licensees, lessees, successors and assigns, easements for the purpose of providing (except Lots 1170 thru 1185 and Lots 1207 thru 1213 receiving overhead electric service) underground electric/and communication service, including the necessary underground lines, cables and equipment, and above ground cable pole(s), transformer(s), switching equipment, secondary electric service pedestal(s), and communication facilities in, under, over, upon that portion of the land identified as "easement" on the copy of the proposed plat which is attached hereto and made a part hereof.

AND, WHEREAS, it is the intent and purpose of the Grantor(s) to have electric and communication facilities installed in said proposed plat in accordance with an agreement between the electric and communication utilities and MARK BUILDERS, INC. for underground communication service in all lots and underground electric service to Lots 1186 thru 1192 and Lots 1195 thru 1206,

dated May 6, 1966.

NOW, THEREFORE, the Grantor(s) hereby declare(s) that said premises shall be held, transferred, sold and conveyed subject to the easements, restrictions, covenants, reservations, charges, obligations and powers as follows:

1. Private easements for public utilities which are herein granted as indicated on the above described proposed plat which has not been recorded.
2. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the private public utility easements of the proposed subdivision.

2.a. The Southeasterly 6' of Lot 1207 (adjacent to Lot 1194) and the 6' easement as marked in Southeast corner of Lot 1185 shall have underground lines installed. ~~Said portions of these lots~~ shall be subject to Restrictions No. 2, 6, and 7 through 11, as to electric underground lines.

RECORDED
INDEXED
OF WAY NO. 23723

900