

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

24088

June 4, 1968

Lake State Land Company
566 Ann Street
Birmingham, Michigan

Re: Lathrop Manor Subdivision

Gentlemen:

We are enclosing herewith a copy of the "as installed"
Drawing No. 002-3-1737 for the underground electric and commu-
nication services for the above named project.

Very truly yours,



Stephen A. McNamee
Staff Attorney

SAMcN/kw

Enclosure

RECORDS CENTER
RECEIVED JUN 12 1968
FEELER MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 24088

1-7-22

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AGREEMENT

THIS AGREEMENT, made this 10th day of October, 19 66,
between LAKE STATE LAND CO., a Michigan corporation,
of 566 Ann Street, Birmingham, Michigan,
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,
with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to
as "BELL".

W I T N E S S E T H :

WHEREAS, DEVELOPER has developed land in the City of Lathrup Village,
County of Oakland, State of Michigan, described as: Lathrup Manor Subdivision"
of part of the Northwest 1/4, Section 14, Town 1 North, Range 10 East, according to the
plat thereof recorded in Liber 118, Page 26 of Plats, Oakland County Records.

WHEREAS, DEVELOPER has submitted the plat of a subdivision to EDISON and BELL
for their respective approvals of private easements for public utilities described
thereon and desires that EDISON and BELL install their lines underground (except neces-
sary cable poles and above ground facilities necessary to such underground installations
and existing overhead lines) for communication and single phase electric service in
said easements, ~~except those~~ ~~which are necessary over~~
~~head electric or telephone service~~

~~Easements to cover and under the~~ ~~same~~
~~underground lines installed for service beyond said lots.~~

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 record, prior to utility installation, the plat of subdivision with
private easements for public utilities, including streetlight cables acceptable to
EDISON and BELL, and/or record a separate instrument granting any additional private
easements for public utilities deemed necessary by EDISON and BELL.

RECORDED RIGHT OF WAY NO. 24088

6.19

MEMORANDUM ORDER
FOR GENERAL USE
OF FORM HS 77 12-53

TO W. Arce - 1501 Second - Rm. 184 DATE 11-23-66 TIME _____

Re: Code, room Service - Lathrup Manor Subdivision - City of Lathrup - Oakland County - Michigan

Agreements and Easements received.

OK to proceed with construction.

COPIES TO R. Olson - 1501 Second - Rm. 184
H. W. Friebe - 778 G. O.
REPORT C. Bender - Pontiac S.C. - Sales
File ✓

SIGNED Stephen A. Schramm
Staff Attorney
Law Department

RECORDED
RIGHT OF WAY NO. 24088

DATE RETURNED _____ TIME _____ SIGNED _____

SAMUEL B. KEENE
IRVING F. KEENE

Attorneys at Law

Nov. 22, 1966

2320 GUARDIAN BUILDING
DETROIT, MICHIGAN 48226
WOODWARD 1-0775

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

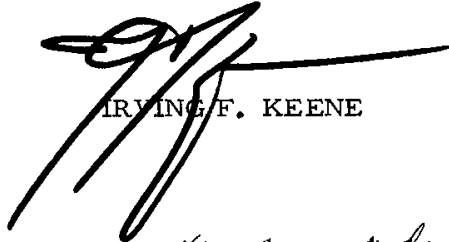
Attention - Mr. Stephen A. McNamee
Legal Department

Re: Lathrup Manor Subdivision

Dear Mr. McNamee:

Enclosed you will find photostats of recorded Easements for public utilities in the above subdivision.

Very truly yours,



IRVING F. KEENE

IFK:cf

*Easement over Lot 8 not desired by us.
Easement over Lot 7 satisfactory. ^{2 needed}
Additional easements needed
Done ~~11/25/66~~ 11/25/66
RJK*

RECORDS CENTER
RECEIVED JAN 12 1967
TICKLER MADE
CLASSIFIED

RECORDED FIRST OF MAY NO. 25028

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 10, 1966

Lake State Land Company
566 Ann Street
Birmingham, Michigan

Re: Lathrup Manor Subdivision
Lathrup, Michigan

Gentlemen:

Enclosed is a fully executed copy of the Agreement dated October 10, 1966, for the underground electric and communication services to the above named project.

Very truly yours,



Stephen A. McNamé
Staff Attorney

/lh
enclosure

RECORDED IN GARY OF MAY NO. 24018

September 15, 1966

Lake State Land Company
566 Ann
Birmingham, Michigan

Re: Lathrup Manor Subdivision
City of Lathrup Village
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 \$343.00 based on 980 trench feet at the rate of 35 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 June 16, 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. 24088

Lake State Land Company

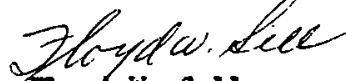
-2-

September 15, 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, employes, 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,



Floyd W. Sell
Asst. Division Manager

ACCEPTED

Lake State Land Co. Inc.

by Mr. Sell - to Secy. Inc.

Date: Oct 5, 1966

RECORDED RIGHT OF WAY NO. 24088

DEDICATION OF EASEMENT

66 67844

Now come the undersigned, and dedicate a private easement over the following described land for the purpose of installation and maintenance of public utilities :

Land in the City of Lathrup Village, Oakland County, Michigan, described as:

Beginning at the intersection of the north line of Lot 8, Lathrup Manor Subdivision recorded in Liber 118 Page 26, Oakland County Records, and the westerly line of the right-of-way of Santa Barbara Avenue; thence South along the westerly line of Santa Barbara Avenue, 0° 11' 30" E a distance of 12 ft; thence west parallel to the north line of Lot 8 and Lot 7, Lathrup Manor Subdivision to the easterly boundary of the easement for public utilities dedicated on the plat of Lathrup Manor Subdivision; thence North 9° 12' 00" W along the easterly boundary of said easement to the north line of Lot 7, Lathrup Manor Subdivision; thence East on the north line of Lot 7 and Lot 8, Lathrup Manor Subdivision to the point of beginning.

The said easement shall be used for the installation of electric and telephone lines, or other utility services to serve Lots 7, 8 and 9, Lathrup Manor Subdivision.

DATED: October 3rd 1966

WITNESS:

Eleanor E Ferguson
Eleanor E. Ferguson

Arthur Mitchell
Arthur Mitchell

LAKE STATE LAND CO.,

By Harvin Salton
Its Secy-Treas.
HARVIN SALTON

THE MICHIGAN BANK,
National Association

By Lee F. Knutson
As Pres.
LEE F. KNUTSEN

Irving E. Keene
Irving E. Keene

Johanna B. Keene
Johanna B. Keene

Samuel B. Keene
Samuel B. Keene

Bernice F. Keene
Bernice F. Keene

Sheldon Futernick
Sheldon Futernick

Lenore Futernick
Lenore Futernick

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DEDICATION OF EASEMENT

66 76009

Now come the undersigned, and dedicate a private easement over the following described land for the purpose of installation and maintenance of public utilities to serve the lots in Lathrup Manor Subdivision, as recorded in Liber 118, Page 26 of Plats, Oakland County Records.

The land subject to the easement is described as follows :

A parcel of land 4 ft in width which is parallel and adjacent and east of the existing 6 ft private easement for public utilities located along the westerly boundary of Lots 6, 7, 9, 10, 12, 13, and along the northerly boundary of Lot 14, Lathrup Manor Subdivision of part of the N. W. 1/4 of Sec. 14, T 1 N., R. 10 E., City of Lathrup Village, as recorded in Liber 118, Page 26 of Plats, Oakland County Records.

DATED: 27 November 1st, 1966.

WITNESS:

Eleanor E. Ferguson
Eleanor E. Ferguson
Arthur Mitchell
Arthur Mitchell

LAKE STATE LAND CO.
a Michigan Corporation

By Marvin Sallen
Its Pres. Marvin Sallen

Samuel B. Keene
Samuel B. Keene

Bernice F. Keene
Bernice F. Keene, his wife

Irving F. Keene
Irving F. Keene

Johanna B. Keene
Johanna B. Keene, his wife

Sheldon Futernick
Sheldon Futernick

Lenore Futernick
Lenore Futernick, his wife

2320 Guardian Bldg. Detroit, Mich.

THE MICHIGAN BANK

By Lee T. Knutson
Its Asst. Vice President
% Guardian Bldg.
Detroit, Mich.
Lee T. Knutson

RECORDED
21 01 AM 10 10N 96
LIBER 4962 PAGE 717

Return to and

Drafted by: Irving F. Keene
2320 Guardian Bldg.
Detroit 26, Michigan

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3.00 L

2. To execute a restriction agreement containing language satisfactory to EDISON and BELL for their underground installations.

3. 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 or communication lines in easements so that sewer connections can be made, without undermining electrical system or communication lines. Sewer, water and gas lines may cross but may not be installed within the six (6') foot easements used for electric and communication utilities.

4. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that said lines can be properly installed in relation to finished grade. The grade established for the subdivision at the time the utilities place their facilities in the easements shall be considered finished grade.

5. To place survey stakes indicating property lot lines before and after trenching to enable EDISON and BELL to properly locate their facilities including lines, transformers and pedestals.

6. DEVELOPER further agrees that if subsequent to the installation of utility facilities by EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of the utility facilities to conform to a new plot plan or change of grade made by DEVELOPER, or for any cause or changes attributable to public authority having jurisdiction during the period in which DEVELOPER is the owner of the land, or for any cause attributable to DEVELOPER's action or request, it will forthwith pay the cost and expense of repairing, moving, modifying, rearranging or relocating said facilities to EDISON or BELL upon receipt of a statement therefor.

7. To remove at DEVELOPER's expense all trees, shrubbery or obstructions which may be necessary or required for installation of electric and communication facilities in the easements, and to trench in accordance with separate letter agreement between EDISON and DEVELOPER, and to locate trenches in easements and to backfill in accordance with drawings and specifications of the utilities. The backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines. All backfilling of road crossings to comply with all regulations of public authorities having jurisdiction over roads.

8. To pay all extra costs incurred by the utilities if paving is done before cable or conduit crossings are in place.

9. In the event electric service conductors to residences are furnished and installed by DEVELOPER, between the transformers or service connection pedestals and the residences, the DEVELOPER shall install 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. Services to be installed twenty-four (24") inches below finished grade.

II. UTILITIES AGREE:

1. Upon completion of the above requirements to furnish, install, own and maintain, at their own expense, (except costs and expenses set forth in Paragraphs numbered 6, 7, 8 and 9 above), all electric and telephone communication facilities in the private easements for public utilities located in the lands described in Appendix "A". EDISON will maintain, at its expense, the electric service conductors lying between its facilities in said private easements for public utilities and the residences erected on said lots. Provided, however, should the above described installations of the utilities or the electric service conductors installed by DEVELOPER, be damaged by acts of negligence on the part of DEVELOPER or its contractors or assigns, or the contractors of the assigns, repairs shall be made at the cost and expense of the 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 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 the day and year first above written.

In the Presence of:

Irving F. Keene
Irving F. Keene
Eleanor E. Ferguson
Eleanor E. Ferguson

LAKE STATE LAND CO.
By: Marvin Sallen
Marvin Sallen
By: Marshall J. Greenspan
Marshall J. Greenspan

RECORDED
RIGHT OF WAY NO. 25088

In the Presence of:

THE DETROIT EDISON COMPANY

Stephen A. McNamee
Stephen A. McNamee

By: [Signature]

Irene C. Kata
IRENE C. KATA

By: [Signature]
M. PEASE
VICE PRESIDENT
LILLIAN J. H. CARROLL ASST. SECRETARY

Barbara D'Agostine
Barbara D'Agostine

MICHIGAN BELL TELEPHONE COMPANY

Dorianne Weiler
Dorianne Weiler

By: [Signature]
Carl T. Hall
Staff Supervisor

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 10th day of October, 1966, before me the subscriber, a Notary Public in and for said County, appeared Marshall J. Greenspan and Marvin Sallen, to me personally known, who being by me duly sworn did say they are the President and Secretary-Treasurer of LAKE STATE LAND CO., 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 Marshall J. Greenspan and Marvin Sallen acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Eleanor E. Ferguson
Notary Public, Macomb County, Michigan
Acting in Wayne County, Michigan

My Commission Expires: May 18, 1970

1966 NOV 15 AM 10 03
JOHN D. MURPHY
CLERK-REGISTER OF DEEDS
REGISTER OF DEEDS RECORDS

RECORDED IN FILE OF WAY NO. 24088

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

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 28th day of October, 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. Kafa
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF DAKLAND)

On this 7th day of November, 1966, before me the subscriber, a Notary Public in and for said County, appeared CARL T. HALL, to me personally known, who being by me duly sworn did say ^{that he is} ~~the~~ STAFF SUPERVISOR 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 CARL T. HALL acknowledged said instrument to be the free act and deed of said corporation.

Frances J. Michaels
Notary Public, _____ County, Michigan

My Commission Expires: Frances J. Michaels, Notary Public
Oakland County, Michigan
Commission Expires Oct. 17 1969

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

RETURN TO: HAROLD J. PINALES
2000 SECOND AVENUE - R.M. 226
DETROIT, MICHIGAN 48226

RECORDED INDEXED OF WAY NO. 24088

1-10
1-14

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, owners of land, and parties having an interest in land in the City of Lathrup Village,, County of Oakland, State of Michigan, described as:

"Lathrup Manor Subdivision of part of the Northwest 1/4, Section 14, Town 1 North, Range 10 East, according to the plat thereof recorded in Liber 118, Page 26 of Plats Oakland County Records."

OAKLAND COUNTY REGISTER OF DEEDS RECORDS
1966 NOV 1 PM 2 38
John R. Murphy
CLERK REGISTER OF DEEDS

desire(s) to subject the said land to the restrictions, covenants, easements and charges as hereinafter set forth;

AND, WHEREAS, it is the intent and purpose of the (party)(parties) hereto to have communication lines installed underground (except necessary above ground communication facilities) to serve Lots 1 through 14 and to have a substantial part of the electric power distribution lines placed underground, (except necessary cable pole(s), existing overhead lines, transformers, secondary connection pedestals or switching cabinets) to supply single phase service, to serve Lots 1 through 14

~~the easements in said lots, and except easements in lots hereby indicated, shall have the right to remove, relocate, re-erect, alter, extend, and otherwise use, and shall be subject to the following restrictions numbered~~

~~shall have underground lines installed therefor service to other lots in said subdivision and shall be subject to the following restrictions numbered~~

RECORDS SECTION OF CLERK OF DEEDS

310

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

1. Private easements for public utilities have been granted on the above described plat.

2. For the purpose of these Restrictions, "EDISON" shall mean THE DETROIT EDISON COMPANY and "BELL" shall mean MICHIGAN BELL TELEPHONE COMPANY.

3. 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 public utility easements of the subdivision used by EDISON and BELL. Except as provided herein, the owners shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of EDISON and BELL; provided, however, that the owners shall not plant trees or large shrubs within the public utility easements used by EDISON and BELL. 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 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 and BELL, interferes with the facilities thereto or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any public utility easement of the subdivision.

4. 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.

5. The original or subsequent owners of Lots 1 through 14

in this subdivision shall own and install underground, at their own expense, the single phase electric service conductors lying between the residences and the transformer of service connection pedestals located in said easements.

6. 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 G copper; or 2 - #2/0 AWG and 1 #1 AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation. EDISON shall maintain the owners lines leading to the residences, provided, however, that should the electric service conductors of the owners or the lines of BELL be damaged by acts of negligence on the part of the owners or 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.

7. The grade established by the undersigned in accordance with local governmental regulations at the time the utilities place their underground facilities in the easements shall be considered final or finished grade.

No property owner shall make any change in such grade in or near easements or alter any ground conditions, 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.

8. Property owners 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 the property owner of any of the foregoing restrictions pertaining to utility underground installations.

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.

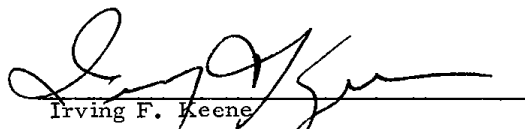

10. Enforcement shall be by proceeding in a civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.


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 10 day of October, 1966.

In the Presence of:

LAKE STATE LAND CO.,
a Michigan corporation,
566 Ann Street
Birmingham, Michigan.


Irving F. Keene

Eleanor E. Ferguson

By: 
Marvin Sallen

By: 
Marshall J. Greenspan

RECORDED ON MAY 10 1966

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 10th day of October, 1966, before me the subscriber,
a Notary Public in and for said County, appeared Marshall J. Greenspan and
Marvin Sallen, to me personally known, who being by me duly sworn
did say they are the President and Secretary-Treasurer of
LAKE STATE LAND CO., 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 _____

Marshall J. Greenspan and Marvin Sallen
acknowledged said instrument to be the free act and deed of said corporation.

Eleanor E. Ferguson
Eleanor E. Ferguson
Notary Public, Macomb County, Michigan
Acting in Wayne County, Michigan

My Commission Expires: May 18, 1970

RECORDED FROM DEPT OF WAY NO. 24088

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

Ret Harold Pinalis