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WAY

NO. 27793

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this <u>alst</u> day of <u>and</u>, 1972, and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation by <u>ر 20 و</u>19 و 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".

APARTMENTS

<u>WIINESSETH:</u>

Kingswood Place Condominiu WHEREAS, Owners are erecting apartments known as

Southfield , on land in the of City County of _______, 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.

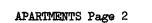
(4) Owners hereby grant to EDISON and BELL easement for electric and RECORDED communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet RIGHT 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 of

(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.

property lines before trenching.



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

d. 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.

g. EDISON and BELL shall have the right of access at all times upon premises for the purposes of contructing, 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 assigned of the parties hereto.

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

IN THE PRESENCE OF:

vine T. KATHERINE HAYES

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MARSHA PAVELKA

Ma

THE DETROIT EDISON COMPANY

W. C. ARNOLD, DIRECTOR Real Estate and Rights of Way Dept

IAN J. H. CARROLL ASST. SECRETARY MICHIGAN BELL TELEPHONE COMPANY

By	Milliam & hornes	
	WILLIAM F. MURRAY, JR.	

ACTING Staff Supervisor, Right of Way (Authorized Signature)

> WARGREEN ASSOCIATES A Nichiann Co-pertners 28277 Deguindre n Neisbis.

RECORDED RIGHT OF WAY NO.

State of Michigan County of initial

1. 2

On this <u>2lot</u> day of <u>A.T.1</u>, 19<u>72</u>, before me, a Notary Public, personally appeared <u>Richard M. Lewiston and Neil Spisison</u> to me personally known, who being by me duly sworn, did respectively say that <u>they</u> (izy are) (a) member (s) of the partnership known as <u>Evergreen Associates</u>, a Michigan Co-partnership which executed the within instrument and that <u>they</u> acknowledged said instrument to be the free act and deed of the said partnership.

My commission expires: _______ Fob. C, 1972

Notary Public Lotty A. 11/2017

Acting in Calilan? County, Michigan

Appendix "A"

Kingswood Place Condominiums

That part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 14, TIN, RIOE, City of Southfield, Oakland County, Michigan, described as: Commencing at the West $\frac{1}{4}$ corner of said Section 14; thence along the West line of said Section due North 1205.79 feet to the point of beginning; thence continuing along said West section line due North 800.00 feet; thence 8 89° 15' 16" E 1085.07 feet; thence 8 0° 11' 07" E 800 feet; thence N 89° 15' 19" W 1087.66 feet to the point of beginning, except the West 60 feet thereof being Evergreen Road.

STATE OF MICHIGAN) SS COUNTY OF WAYNE)

May On this 2nd day of , 19<u>72 ,</u> before me, the subscriber, a Notary Public in and for said County, personally appeared I.C. Lillian & N. Carroll and ____ to me personally known, who being by me duly sworn, did say that they are rector Real Estate + RW Dept. and _ Assistand Secretary the 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. Cernald and Killian & 71 Carroll acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires:

tatherine ary Public

AL LANGERUNE HAVES Notary Public, Oakland County, Mich. Acting in Wayne County, Mich. My Commission Expires 1-27-76

County, Michigan

z.

STATE OF MICHIGAN) SS COUNTY OF OAKLAND

On this 26th _day of land _____, 1972, 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 Acting 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.

MELFORD HARTMAN

My Commission Expires:

ord Haste

Notary Public, Wayne County, Michigan Acting in Cakland County My Commission Expires Sept. 15, 1975

RIGHT Ş County, Michigan WAY NO.

RECORDED

MEMORANDUM ORDER FOR GENERAL USE DE FORM NS 77 12-53	TO <u>Engineering Coordin</u> Bu ling H, Rm. 250	BATE 4-27-72 TIME
RE:- Underg	round Service - Kingswood Pl	lace, Condominiums, City of Southfield, Orkland
Gount	, Nichigan.	
		- OK to proceed with construction,
COPIES TO:	Pontiac Ser. Center	C. George Milliams
REPORT		C. George Villiams Real Estate and Rights of Way Dept
,,,,,,,,,		



Detroi

Oak'and Division 30400 Te:egraph Road Birmingham Micnigan 48010 (313) 645-4000

Date: May 6, 1977

Evergreen Associates

28277 Dequindre

Madison Heights, Mich. 48071

Re: Kingswoods Place Condominiums - Step 11

The Detroit Edison Company will provide underground electric service to the above stated location pursuant to its rules and rates as currently filed with the Michigan Public Service Commission. It should be noted that these rules and charges are subject to change on the order of the Michigan Public Service Commission. Should such a change take place, this instrument is voided and a new instrument will be required to conform with the rules then in effect. These rules establish the following terms and conditions.

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 feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on <u>February 16, 1977</u>.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 8663.-- based on _______based on ______based on ______kVA (nameplate) of transformer capacity.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.

A winter construction charge of \$ -0- per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until grade is within 4" of final.

No later than five days prior to the start of construction that has been scheduled for August 1, 1977 , we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$8663.-- as non-refundable Contribution in Aid of Construction for the above charges, COMPLETE PROJECT

Page 1

DE FORM PL 101-4 9-76x

Kingswood Place Condo. - Step 11

Date May 6, 1977

If for any reason, beyond the control of the Utility, the construction start date indicated above is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

Service laterals necessary to link the above distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

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 assignees. If such damage should occur, we will require reimbursement for any such damage.

Please sign one of the enclosed copies and return to me. You may retain the carbon copy for your file.

Very truly yours,

Lunne t' Main 72

RECORDED RIGHT OF WAY NO.

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Service Planner

LD/ms
ACCEPTED:
Name
ILD/MS
Name
Title
Name
Title

Date		

Enc: Grading certificate

DE FORM PL 101-4 9-76X

P- 70 2



Detroit

2000 Second Atente Detroit Mich gan 48226 (313) 237-6000

DATE: May 6, 1977

Evergreen Associates				
28277 Dequindre				
Madison Heights, Mich.	48071			

RE: Kingswoods Place Condominium - Step 11

Gentlemen:

Pursuant to establishing a field construction date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until this is accomplished.

Please sign and return two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours,

Lower the Marin F Service Planner May 9, 1977

RECORDED RIGHT OF WAY NO.

8

7793

Date

C-E-R-T-I-F-I-C-A-T-E

I/We, the undersigned, hereby certify to the Detroit Edison Company that all grading in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four (4) inches of final grade.

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground construction drawing No. <u>A-64996</u> for this development is in my/our possession and will be used for this purpose.

LD/ms

Name	Hell Sigir	•
Title	Kuppel	
Name		
<u>Title</u>		<u></u>
Date		

DE FORM PL 110 9-74 CS