

APARTMENTS

Willow Woods Apartments
a/k/a Wellington Place Apartments

#27795 50

28869

(72 40421)

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 28th day of April, 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".

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as Willow Woods Apartments on land in the Township of Southfield County of Oakland, 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 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 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.
- (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.
 - b. Owners will place survey stakes indicating building plot lines and property lines before trenching.

THIS INSTRUMENT IS RE-RECORDED WITH "AS INSTALLED" DRAWING AS STIPULATED IN PARAGRAPH 4.

DRAFTED BY AND RETURN TO:
M. HARTMAN, MICHIGAN BELL
660 PLAZA DRIVE ROOM 1510
DETROIT, MICHIGAN 48226

ED RIGHT OF WAY NO. 27795
RECORDED IN REGISTRY

5-15-72

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 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 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:

THE DETROIT EDISON COMPANY

C. George Williams
C. GEORGE WILLIAMS

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

Katharine Hayes

By Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY
MICHIGAN BELL TELEPHONE COMPANY

Linda M. Loffman
LINDA M. LOFFMAN

By William F. Murray, Jr.
WILLIAM F. MURRAY, JR.
ACTING Staff Supervisor, Right of Way
(Authorized Signature)

Karen Guenther
KAREN GUENTHER

WELLINGTON PLACE APARTMENTS
A Michigan Co-partnership
25130 Southfield
Southfield, Michigan 48076

Eleanor Waiss
ELEANOR WAISS

By Melvin Kaftan
Melvin Kaftan, partner

W. M. Beatty
W. M. BEATTY

By William Steiner
William Steiner, partner

PLEASE PRINT OR TYPE NAMES
UNDER ALL SIGNATURES

DRAFTED BY: AND RETURN TO:
MELFORD HARTMAN
MICHIGAN BELL TELEPHONE CO.
29350 SOUTHFIELD - ROOM 25
SOUTHFIELD, MICHIGAN 48076

2.

27795

State of Michigan

County of X Oakland

On this 28th day of April, 1972, before me, a Notary Public,
 personally appeared Melvin Kaftan and William Steiner
 to me personally known, who being by me duly sworn, did respectively say that
they (~~is~~, are) (~~a~~) member (s) of the partnership known as
Wellington Place Apartments, a Michigan Co-partnership which
 executed the within instrument and that they acknowledged said instrument
 to be the free act and deed of the said partnership.

My commission expires X 10/31/75

X Eleanor Harris
 Notary Public ELEANOR HARRIS

X Oakland County, Michigan

Appendix "A"

Willow Woods Apartments
a/k/a Wellington Place Apts.

Lot 10, W. J. Vaughn's Small Farms Subdivision of part of the
 Southwest $\frac{1}{4}$ of Section 34, Township of Southfield, Oakland
 County, Michigan, T1N, R10E, as recorded in Liber 15, Page 17
 of Plats, Oakland County Records.

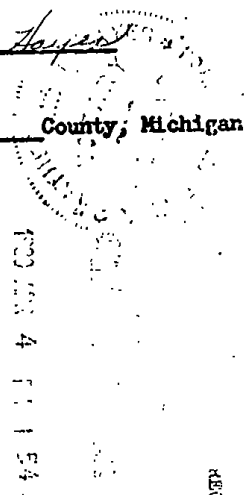
RECORDED IN LIBER 7762 PAGE 691

DRAFTED BY: AND RETURN TO:
 MELFORD HARMAN
 MICHIGAN BELL TELEPHONE CO.
 29350 SOUTHFIELD - ROOM 25
 SOUTHFIELD, MICHIGAN 48076

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 4th day of May, 1972, before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. [unclear] and William S. H. Carroll to me personally known, who being by me duly sworn, did say that they are the President and Vice President and 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. [unclear] and William S. H. Carroll acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: T. KATHERINE HAYES T. Katherine Hayes
Notary Public, Oakland County, Mich. Notary Public
Acting in Wayne County, Mich.
My Commission Expires 1-27-76
County, Michigan



STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 28th day of April, 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.

My Commission Expires: _____
Melford Hartman
Notary Public
MELFORD HARTMAN
Notary Public, Wayne County, Michigan
Acting in Oakland County
My Commission Expires Sept. 15, 1975
County, Michigan

RECORDED RIGHT OF WAY NO. 29795

DRAFTED BY AND RETURN TO:
MELFORD HARTMAN
MICHIGAN BELL TELEPHONE CO.
29350 SOUTHFIELD - ROOM 25
SOUTHFIELD, MICHIGAN 43076.

